



**County of Solano
Contract Review Worksheet
DocuSign only**

Contract Number:
(Dept., Division, FY, #)
Authority:
 Dept Head Execute
 CAO Execute
 BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: SHERIFF'S OFFICE		2. Date: 6/11/25											
3. Contract Administrator: ERIKA MANUEL		4. Phone Ext: 784-7064											
5. Contract Attributes:		<input checked="" type="checkbox"/> Original Bid/RFP Required? <input type="checkbox"/> YES <input type="checkbox"/> NO Sole Source Contract? <input type="checkbox"/> Bid/RFP No: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Date [REDACTED] Please attach copy of Bid/RFP or justification.											
<input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other		6. Description of Contract: Facilitate cybersecurity exercises											
7. Name of Contractor: TIDAL BASIN GOVERNMENT CONSULTING, LLC													
8. EIN [REDACTED] SSN [REDACTED]													
9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
9. If yes: Name of Public Pension Plan: [REDACTED] Date of Retirement: [REDACTED]													
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
10. If yes, please describe relationship: [REDACTED]													
10. Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
10. If yes, please provide Department and describe relationship: [REDACTED]													
11. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO													
11. Please list County department if other than the department listed on number 1 above. [REDACTED]													
12. Effective Date: Original Contract: 10/15/24 This amendment: [REDACTED]		13. Termination Date: 12/31/25 By this amendment: [REDACTED]											
14. Contract Budget: Original Contract Amount: \$ 46,910 Total of Previous Amendments: \$ [REDACTED] Current Amendment: \$ 42,971 Total Amount of Contract \$ 89,881		15. Payment Terms: <table border="1"> <tr> <td><input type="checkbox"/> Prepaid</td> <td><input checked="" type="checkbox"/> Arrears</td> </tr> <tr> <td><input type="checkbox"/> Fixed</td> <td><input type="checkbox"/> Actual</td> </tr> <tr> <td><input type="checkbox"/> Estimate</td> <td><input type="checkbox"/> Progress</td> </tr> <tr> <td><input type="checkbox"/> Quarterly</td> <td><input type="checkbox"/> Monthly</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/> Fed Catalog No:</td> </tr> </table>	<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears	<input type="checkbox"/> Fixed	<input type="checkbox"/> Actual	<input type="checkbox"/> Estimate	<input type="checkbox"/> Progress	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other	<input type="checkbox"/> Fed Catalog No:	16. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input checked="" type="checkbox"/> County Specify: [REDACTED] State Legislation: <input type="checkbox"/> AB <input checked="" type="checkbox"/> SB [REDACTED]
<input type="checkbox"/> Prepaid	<input checked="" type="checkbox"/> Arrears												
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<input type="checkbox"/> Estimate	<input type="checkbox"/> Progress												
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly												
<input type="checkbox"/> Other	<input type="checkbox"/> Fed Catalog No:												
17. Fund: 900 Budget 2592 Unit: [REDACTED]		18. Sub-object: 0002236	18. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO										
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. [REDACTED]													
20. Remarks Funded by 2022 HSGP													
21. Signature Route: <u>Erika Manuel</u> <small>Erika Manuel (Jun 11, 2025 12:42 PDT)</small>		Email esmanuel@solanocounty.gov _____ Email [REDACTED] Department Contract Administrator Erika Manuel _____ Email [REDACTED]											
Contractor Signatory Name (Informational only) <u>Paul Taylor</u> <small>Paul Taylor (Jun 11, 2025 12:42 PDT)</small>		Email paul.taylor@tidalbasingroup.com _____ Email [REDACTED] _____ Email [REDACTED]											
Department Head or Designee <u>Jeff Liddicoat</u> <small>Jeff Liddicoat (Jun 11, 2025 12:53 PDT)</small>		Email jliddicoat@solanocounty.gov _____ Email [REDACTED] _____ Email [REDACTED]											
County Counsel Reviewer <u>Michael McDonald</u> <small>Michael McDonald (Jun 11, 2025 12:43 PDT)</small>		Email memcdonald@solanocounty.gov _____ Email [REDACTED] _____ Email [REDACTED]											
Authorizing Signature (CAO/DH) Bill Emlen													



**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO
and
TIDAL BASIN GOVERNMENT CONSULTING, LLC**

This First Amendment is effective on April 30, 2025, between the **County of Solano**, a political subdivision of the State of California (“County”) and **Tidal Basin Government Consulting, LLC** (“Contractor”).

1. Recitals

- A. The parties entered into a contract dated October 15, 2024 (the “Contract”) in which Contractor agreed to facilitate and execute a Cybersecurity Tabletop Exercise.
- B. The County now needs to add a cybersecurity functional exercise, increase the amount and extend the term of the Contract.
- C. This First Amendment represents an increase of \$42,971 and a eight-month extension of the Contract and a change to work scope.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of the Contract

Section 2 of the Standard Contract is deleted in its entirety and replaced with:

The term of this Contract is October 15, 2024 through December 31, 2025.

B. Amount of Contract

Section 3 of the Standard Contract is deleted in its entirety and replaced with:

The maximum amount of this Contract is \$89,881

C. Scope of Work

Exhibit A is reformatted and renumbered to allow for the addition of a functional exercise. The original work scope is now under section 1 Cybersecurity Tabletop Exercise, with Phase 1, 2 and 3, including corresponding tasks and deliverables, renumbered 1.A, 1.B. and 1.C.

Exhibit A is amended to add Section 2 as follows:

2. Cybersecurity Functional Exercise

A. Phase 1. Project Initiation and Management

During Phase 1, Project Initiation and Management, the Contractor will work with the County to launch the project. The Contractor will establish the framework for project administration and will facilitate a combined project kickoff meeting and Concepts and Objectives (C&O) meeting that leads to the development of the Project Work Plan (PWP) to capture relevant objectives, deliverables, deadlines, and reporting guidelines in one location, as well as to establish the basic framework and goals of the exercise.

Task 1.1 Project Management (Ongoing)

- Establishment of a virtual workspace using the Microsoft Teams platform
- Bi-weekly project management and ad-hoc meetings
- Reporting and documentation

Task 1.2 Project Kickoff/Concepts and Objectives Meeting

Within two weeks (or sooner) of contract signing, the Contractor will hold a virtual meeting with the Project Sponsor and Exercise Planning Team (EPT) and present the draft PWP to accomplish the following:

- Validate the PWP and review the proposed schedule/timeline
- Identify key stakeholders for engagement
- Clarify and confirm the project scope and alignment on approach
- Agree on roles and responsibilities
- Explain information needed to support project goals as well as data-gathering protocols
- Discuss communication protocols and preferences
- Verify Project Sponsor and EPT access to project-specific Teams channel
- Discuss potential risks associated with the project and approach to risk mitigation

Based on agreements reached during the meeting, we will finalize the PWP within five days of approval from the Project Sponsor. The final PWP will serve as the charter for the project moving forward.

This meeting will also be leveraged to facilitate the Concepts & Objectives (C&O) Meeting. The expected outcome of the C&O is to:

- Define exercise goals, objectives, and scenario specifics.
- Discuss the HSEEP framework application and initial thoughts on exercise design.
- Gather input from stakeholders on specific threats, including Distributed Denial of Service (DDoS), radio interference, and spoofing attacks.
- Finalize scheduling (if possible) of the Initial Planning Meeting (IPM), Midterm Planning Meeting (MPM), Final Planning Meeting (FPM), and the FE itself.

Phase 1 Deliverables:

- Kickoff/C&O Meeting
- PWP
- Meeting agendas, notes, and other documentation
- Monthly invoices, progress reports, confirmation
- Estimated duration: 5 months

B. Phase 2. Exercise Design and Development

During Phase II, Exercise Design and Development, Tidal Basin and the EPT collaborate to create the exercise's framework, including the scenario, objectives, and logistical details. This phase involves drafting exercise documentation, such as the Situation Manual (SitMan), which guide participants and evaluators. The team ensures that the scenario is realistic and aligns with the County's goals, while also coordinating the necessary resources, such as venues, materials, and technology. By the end of this phase, all elements are in place for a well-structured and impactful exercise.

Task 2.1 Data Call/ Information Gathering

This task focuses on data collection and review, ensuring that all relevant information is collected that is necessary to support the Cybersecurity FE. It is understood that most of this information will have been collected during TTX development, but there may be additional information needs at this point. Due to the sensitive nature of the required information, this phase may include the development of data request forms and agreements. Other various types of documents and information are typically collected to ensure the exercise is relevant, realistic, and comprehensive. Collecting this information helps ensure that the exercise is tailored to the County's specific cybersecurity environment, addresses real-world scenarios,

and effectively tests the County's readiness and response capabilities. Note: The exact type and amount of data collected will be discussed and agreed upon between the PM, the Project Sponsor, and the EPT.

Task 2.2 Initial Planning Meeting and Material Drafts

In the initial planning meeting (IPM), Tidal Basin and the EPT come together to define the exercise objectives, scope, and desired outcomes. This meeting establishes the scenario framework, identifies potential threats to be simulated, and assigns roles and responsibilities. Following this, the team collaborates on drafting the exercise materials, including scenario narratives, injects, and discussion prompts. These materials are designed to guide participants through the exercise, ensuring it aligns with organizational goals and effectively evaluates the response capabilities to cyber threats.

It is our understanding that the Cybersecurity FE scenario will be similar in nature to that of the Cybersecurity TTX but with functional elements. Suggestions for functionalizing exercise elements include:

- Communications Table: Set up a simulated communications environment, where teams must coordinate using backup systems and manage interference injects in real time.
- Public Information Management: Use pre-scripted social media and news injects to simulate a misinformation surge. Require participants to craft timely public messaging under scrutiny.
- Incident Command Post (ICP) and Emergency Operations Center (EOC) Coordination Drill: Simulate real-time interaction between the ICP and EOC by introducing injects that require rapid information sharing and decision-making. Challenge participants to develop and communicate unified priorities, track resource allocation, and manage evolving situational awareness effectively.

Task 2.3 Midterm Planning Meeting, Master Scenario Events List Meeting, and Material Draft Adjudication

During the Midterm Planning Meeting (MPM), Tidal Basin and the EPT collaborate to refine draft exercise materials, ensuring alignment with HSEEP standards and evolving objectives. This meeting emphasizes adjudicating the exercise scenario and ensuring it realistically reflects relevant threats while meeting the goals established during the initial planning phases. The MPM also focuses on developing the Master Scenario Events List (MSEL), which outlines key events, injects, and associated timelines to ensure a seamless and effective exercise flow.

Discussions will address the sequence of events, timing of injects, roles of participants, and any logistical or operational adjustments necessary to enhance the exercise's realism, relevance, and effectiveness. Following the meeting, feedback will be incorporated to finalize all exercise materials in preparation for the Final Planning Meeting (FPM).

Draft versions of the following materials are provided to participants for review prior to the MPM:

- Briefing Presentations: Slides for participant orientation, kickoff meetings, and post-exercise hot washes.
- Exercise Plan (ExPlan): An overarching document detailing the exercise's objectives, scope, participants, schedule, and logistics. It provides participants with a high-level overview without revealing scenario details.
- MSEL: A detailed timeline that includes injects, expected actions, and scripted events to drive exercise play and achieve objectives.

- Exercise Evaluation Guides (EEGs): Tools for evaluators to assess participant actions and performance against established exercise objectives and core capabilities.
- Facilitator/Evaluator (F/E) Handbook: A document that provides facilitators and evaluators with guidance on their roles, the exercise flow, and evaluation methodologies.
- Control Staff Instructions (CSI): Instructions for controllers and simulators, detailing their roles and responsibilities to maintain exercise flow and realism.
- Injects and Scripts: Predefined messages or scenarios delivered to participants at specific times to simulate real-world conditions (e.g., emails, radio messages, or reports). This includes scripts for the Simulation Cell (SimCell) staff responsible for representing external agencies or entities during the exercise.
- Visual and Scenario Aids: Maps, charts, diagrams, or multimedia presentations to support scenario realism and participant understanding.
- Participant Feedback Forms: Forms to collect participant impressions, insights, and suggestions for improvement after the exercise.
- During the meeting, live edits and adjustments will be made to ensure materials are cohesive and actionable. Any significant revisions or graphic updates will be completed ahead of the FPM to ensure all materials are exercise-ready.

Task 2.4 Final Planning Meeting and Material Finalization

During the FPM, Tidal Basin and the EPT conduct a thorough review of all exercise materials and logistics to ensure everything is ready for execution. This includes confirming the scenario details, participant roles, inject timing, and communication protocols. The team addresses any last-minute questions or concerns, ensuring that all stakeholders understand their responsibilities. The meeting also serves as a final check to verify that the exercise aligns with its objectives and that all logistical elements, such as technology setup and participant briefings, are in place for a smooth and effective exercise day.

Phase 2 Deliverables:

- Data call repository
- Exercise design & development meetings
- Exercise Materials
- Meeting agendas, notes, and other documentation
- Monthly invoices, progress reports, confirmation notices, and letter of transmittal
- Estimated duration 3 months

Phase 3. Exercise Facilitation and Evaluation

During Phase III, Exercise Facilitation and Evaluation, Tidal Basin oversees the execution of the exercise, ensuring it follows the planned scenario and meets its objectives. Facilitators guide participants through the exercise, encouraging discussion and decision-making based on the simulated events. Observers and evaluators collect data on participant performance, noting strengths, weaknesses, and areas for improvement. After the exercise, feedback is gathered through participant forms and debriefings, which are then analyzed to develop an AAR/IP, helping to enhance the organization's preparedness and response capabilities.

Task 3.1 Exercise Facilitation

Exercise Briefings

Tidal Basin will facilitate two sets of briefings for the FE – one C/E Briefing the day before the FE and participant briefings the day of the exercise for all participants (i.e., SimCell actors, controllers/evaluators, and exercise staff – briefings may and can be different based on the audience).

- C/E Briefing: The C/E Briefing will be provided to all FE Controllers and Evaluators. The C/E Briefing will be conducted in person and/or virtually at least one day before the exercise.
- Participant Briefing: The FE delivery will support the in-person participant briefing on the day of the FE and will be a companion to the ExPlan. This briefing contains day-of “housekeeping” items as well as necessary safety, security, and exercise information.
- Post Exercise Debrief/ Hotwash: The Hotwash to identify successes and challenges will be conducted immediately following the exercise and will include the role players/first responders/participating agencies, staff, volunteers, and observers as well as controllers and evaluators. Our team will break these groups up as appropriate to discuss hotwash items specific to their role in the exercise. The Controllers/Evaluators will listen in on the role player hot wash to allow for any clarification needed to complete their evaluations.

Exercise Conduct

The facilitation of the exercise will be carried out as planned, for up to 30 participants, with Tidal Basin providing a lead exercise facilitator and four additional facilitators/evaluators (F/Es). The lead facilitator will guide the exercise to ensure that all activities align with the HSEEP framework, maintaining focus on the established objectives. The four Tidal Basin F/Es will support by monitoring participant groups, delivering real-time injects, and evaluating responses. The County is encouraged to involve local and regional partners as additional F/Es to foster regional relationships and enhance cyber response awareness. Throughout the exercise, facilitators will gather feedback from participants through feedback forms and direct observation, documenting key observations, strengths, and areas for improvement to inform future planning and preparedness efforts. The exercise will conclude with a hotwash and feedback forms.

Task 3.2 Observations and Recommendations for Improvement Report

The drafting of the Observations and Recommendations for Improvement Report (ORIR) begins immediately after the exercise, using the detailed notes, feedback forms, and observations collected by the facilitators. The report outlines key strengths, areas for improvement, and actionable recommendations for improvement that can be added to the County’s rolling Improvement Planning (IP) tool.

Following the completion of the ORIR, Tidal Basin will facilitate a virtual After-Action Meeting (AAM), bringing together all key stakeholders, including participants, evaluators, and local/regional partners as determined by Solano OES. During this meeting, the ORIR is presented and discussed in detail, with a focus on reviewing the exercise outcomes, validating findings, and prioritizing improvement actions. Participants are encouraged to provide additional insights and feedback, ensuring a shared understanding of the exercise results and a collaborative approach to implementing recommended improvements.

Task 3.3 Project Closeout

Upon completion of all deliverables, Tidal Basin will conduct the project closeout with the Project Sponsor. Project closeout will include supplying remaining deliverables or materials in electronic format, providing final project management documentation, and final invoicing for the project.

Phase 3 Deliverables:

- Exercise facilitation
- Observations and Recommendations for Improvement Report
- Project closeout meeting

- Meeting agendas, notes, and other documentation
- Estimated duration 3 months

COST CONTROLS

The Contractor shall establish a cost control method overseen by their Engagement Manager and Project Manager. The Project Engagement Manager will develop internal reports detailing project hours and the remaining budget, distributed weekly to the project team. These reports will identify risks and ensure team members are aware of their allocated and remaining project hours, keeping the project on time, within scope, and on budget.

Additionally, the Contractor will provide monthly progress reports and frequently meet with the County to update them on any project issues or resource needs, working together to find solutions. This ensures real-time budget monitoring and timely issue resolution.

D. Budget Detail and Payment Provisions

Section 2 of Exhibit B is reformatted and renumbered to allow for the addition of a functional exercise. The original tables are now under subsection 2.1. Cybersecurity Tabletop Exercise, including Phase 1, 2 and 3, and corresponding tasks and pricing.

Section 2 of Exhibit B is then amended to add subsection 2.2. as follows:

Subsection 2.2 Cybersecurity Tabletop Exercise

The Firm Fixed Price (FFP) is a not-to-exceed (NTE) amount and will not increase for the project. The FFP is \$42,970.62.

Phase	Unit Cost
Phase 1 - Project Initiation and Administration	9,084.38
Phase 2 - Exercise Design and Development	10,958.27
Phase 3 - Exercise Facilitation and Evaluation	22,927.97
Total	42,970.62

** Includes onsite travel for Exercise Facilitation*

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

TIDAL BASIN GOVERNMENT CONSULTING, LLC.	COUNTY OF SOLANO
By <u>Paul Taylor</u> <small>Paul Taylor (Jun 12, 2025 17:08 CDT)</small>	By <u>WJL</u> <small>William Emlen (Jun 26, 2025 14:36 PDT)</small>
PAUL TAYLOR, VICE PRESIDENT	BILL EMLEN, COUNTY ADMINISTRATOR
	Approved as to Form:
	By <u>Michael McDonald</u> COUNTY COUNSEL



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
2591
SUBOBJECT ACCOUNT:
2236

1. This Contract is entered into between the County of Solano and the Contractor named below:

TIDAL BASIN GOVERNMENT CONSULTING, LLC

CONTRACTOR'S NAME

2. The Term of this Contract is:

October 15, 2024 through April 30, 2025

3. The maximum amount of this Contract is:

\$ 46,910

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on October 15, 2024.

CONTRACTOR	COUNTY OF SOLANO
<p>TIDAL BASIN GOVERNMENT CONSULTING, LLC</p> <p>CONTRACTOR'S NAME</p> <p><u>Michelle Burnett</u></p> <p>Michelle Burnett (Oct 24, 2024 20:27 EDT)</p> <p>SIGNATURE</p> <p>MICHELLE F. BURNETT, VICE PRESIDENT</p> <p>PRINTED NAME, TITLE</p> <p>126 BUSINESS PARK DR.</p> <p>ADDRESS</p> <p>ULTICA NY 13502</p> <p>CITY STATE ZIP CODE</p>	<p><u>WJL</u> William Emlen (Oct 25, 2024 08:42 PDT)</p> <p>AUTHORIZED SIGNATURE</p> <p>COUNTY ADMINISTRATOR</p> <p>TITLE</p> <p>530 UNION AVENUE, SUITE 100</p> <p>ADDRESS</p> <p>FAIRFIELD CA 94533</p> <p>CITY STATE ZIP CODE</p> <p>Approved as to Content: <u>J. McDonald</u></p> <p>DEPARTMENT HEAD OR DESIGNEE</p> <p>Approved as to Form: <u>Michael McDonald</u></p> <p>COUNTY COUNSEL</p>

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Phase 1. – Project Initiation and Management

During Phase 1, Project Initiation and Management, the Contractor will work with the County to launch the project. The Contractor will establish the framework for project administration and will facilitate a combined project kickoff meeting and Concepts and Objectives (C&O) meeting that leads to the development of the Project Work Plan (PWP) to capture relevant objectives, deliverables, deadlines, and reporting guidelines in one location, as well as to establish the basic framework and goals of the exercise.

Task 1.1 Project Administration (ongoing)

Project Administration begins and continues throughout the life of the project. Administration includes:

- Establishment of a virtual workspace using the Microsoft Teams platform
- Bi-weekly project management and ad-hoc meetings
- Confirmation notices and transmittals
- Monthly progress reporting
- Monthly invoicing

Task 1.2 Project Kickoff/Concepts and Objectives Meeting

Within two weeks (or sooner) of contract signing, the Contractor will hold an onsite meeting with the Project Sponsor and Exercise Planning Team (EPT) and present the draft PWP to accomplish the following:

- Validate the PWP and review the proposed schedule/timeline
- Identify key stakeholders for engagement
- Clarify and confirm the project scope and alignment on approach
- Agree on roles and responsibilities
- Explain information needed to support project goals as well as data-gathering protocols
- Discuss communication protocols and preferences
- Verify Project Sponsor and EPT access to project-specific Teams channel
- Discuss potential risks associated with the project and approach to risk mitigation

Based on agreements reached during the meeting, the Contractor will finalize the PWP within five days of approval from the Project Sponsor. The final PWP will serve as the charter for the project moving forward.

This meeting will also be leveraged to facilitate the Concepts & Objectives (C&O) Meeting. The expected outcome of the C&O is to:

- Define exercise goals, objectives, and scenario specifics
- Discuss the Homeland Security Exercise and Evaluation Program (HSEEP) framework application and initial thoughts on exercise design
- Gather input from stakeholders on specific threats, including Distributed Denial of Service (DDoS), radio
- Interference, and spoofing attacks
- Finalize scheduling (if possible) of the Initial Planning Meeting (IPM), Midterm Planning Meeting (MPM), Final

- Planning Meeting (FPM), and the TTX itself

Phase 1 Deliverables:

- Kickoff/C&O Meeting
- PWP
- Meeting agendas, notes, and other documentation
- Monthly invoices, progress reports, confirmation
- Estimated duration 7 months

2. Phase 2. – Exercise Design and Development

During Phase 2, Exercise Design and Development, the Contractor and the EPT collaborate to create the exercise's framework, including the scenario, objectives, and logistical details. This phase involves drafting exercise documentation, such as the Situation Manual (SitMan), which guide participants and evaluators. The team ensures that the scenario is realistic and aligns with the County's goals, while also coordinating the necessary resources, such as venues, materials, and technology. By the end of this phase, all elements are in place for a well-structured and impactful exercise.

Task 2.1 Data Call/ Information Gathering

This task focuses on data collection and review, ensuring that all relevant information is collected that is necessary to support the Cybersecurity TTX. Due to the sensitive nature of the required information, this phase may include the development of data request forms and agreements. Other various types of documents and information are typically collected to ensure the exercise is relevant, realistic, and comprehensive. The data collection list will be refined based on scenario discussions to ensure only documents pertinent to the TTX are collected but examples include:

- Cybersecurity policies and procedures. Existing cybersecurity policies, incident response plans, and protocols. Procedures for managing and mitigating specific threats.
- Current threat landscape information. Recent threat intelligence reports and cybersecurity incident data. Known vulnerabilities and recent attacks that have impacted similar organizations or regions.
- Organizational structure and contact lists. Organizational charts and key contact information for relevant departments and personnel. Contact lists for external partners, vendors, and critical infrastructure providers.
- Previous exercise reports and lessons learned. AAR/IPs from previous exercises or real incidents. Documentation of past issues, strengths, and areas for improvement identified in previous exercises.
- Communication and coordination plans. Existing communication plans and protocols for internal and external communication during an incident, including the Tactical Interoperable Communications Plan (TICP). Coordination procedures with other agencies and organizations.
- Technical infrastructure and capabilities. Information on the county's IT infrastructure, including network diagrams, systems, and software in use. Details on current cybersecurity tools and technologies implemented.
- Training and awareness programs. Records of current cybersecurity training and awareness programs for staff. Documentation of past training exercises and participant feedback.
- Resource and capability inventory. Inventory of available resources, including cybersecurity personnel, tools, and support services. Capabilities for incident detection, response, and recovery.
- Incident logs and records. Logs of recent cybersecurity incidents, including incident reports and response actions taken. Records of ongoing vulnerabilities and threats.

Collecting this information helps ensure that the exercise is tailored to the County's specific cybersecurity environment, addresses real-world scenarios, and effectively tests the County's readiness and response capabilities. Note: The exact type and amount of data collected will be discussed and agreed upon between the PM, the Project Sponsor, and the EPT.

Task 2.2 Initial Planning Meeting and Material Drafts

In the initial planning meeting (IPM), the Contractor and the EPT come together to define the exercise objectives, scope, and desired outcomes. This meeting establishes the scenario framework, identifies potential threats to be simulated, and assigns roles and responsibilities. Following this, the team collaborates on drafting the exercise materials, including scenario narratives, injects, and discussion prompts. These materials are designed to guide participants through the exercise, ensuring it aligns with organizational goals and effectively evaluates the response capabilities to cyber threats.

Potential scenario ideas include, but are not limited to:

- Distributed Denial of Service (DDoS), attack on County Services. A DDoS attack disrupts the County's online services, followed by targeted radio interference that affects critical communications. This would test the County's ability to coordinate responses across different teams (IT, emergency management, communications, and leadership) while managing simultaneous, diverse threats and providing public information.
- Decoy and distraction tactics. Design the radio interference and spoof emails/text messages as decoys to distract the County's IT team from the more significant DDoS attack. Participants must identify the primary threat while managing multiple distractions that pull resources in different directions. This would evaluate the County's threat prioritization processes, resource allocation, and ability to stay focused on the most critical issues during a complex, multi-layered attack.
- Spoofing Attack on Financial Systems. The county's financial department detects unusual activity where attackers are using DNS spoofing to redirect employees to fraudulent websites, leading to potential data breaches and financial losses. This scenario may introduce a twist where subsequent spoof emails and text messages spread misinformation or subsequent phishing attacks during the response. This would evaluate the County's incident investigation protocols, ability to handle internal threats, and response to potential insider threats during an active cyberattack.

Task 2.3 Midterm Planning Meeting and Material Draft Adjudication

During the midterm planning meeting (MPM), the Contractor and the EPT refine the draft exercise materials based on feedback and evolving objectives. This session focuses on adjudicating the exercise scenario, ensuring that it accurately reflects realistic threats and aligns with the goals set in the initial planning phase. The team discusses the sequence of events, timing of injects, and roles of participants to ensure a coherent and effective flow. Any necessary adjustments are made to enhance the exercise's realism and relevance, with the goal of finalizing the materials for the upcoming exercise. Following this meeting, all exercise materials are adjudicated and finalized.

Draft versions of the following documents are provided for review prior to this meeting:

- SitMan: Exercise reference material, TTX instructions, scenario background, TTX talking points.
- Exercise Evaluation Guides (EEGs): Supports exercise observation and data collection.
- Facilitator/Evaluation (F/E) Handbook: Provides guidance for facilitators, including their roles and responsibilities and instructions on how to guide the exercise.
- Participant Feedback Forms: Tool to gather participants' insights, suggestions, and impressions of the exercise.
- PowerPoint Presentation: A presentation used to facilitate and guide the delivery of the exercise.

As the documents are discussed during the meeting, the Contractor will make live edits and adjustments to quickly solidify them. Any major overhauls or graphic changes will be completed prior to the FPM.

Task 2.4 Final Planning Meeting and Material Finalization

During the FPM, the Contractor and the EPT conduct a thorough review of all exercise materials and logistics to ensure everything is ready for execution. This includes confirming the scenario details, participant roles, inject timing, and communication protocols. The team addresses any last-minute questions or concerns, ensuring that all stakeholders understand their responsibilities. The meeting also serves as a final check to verify that the exercise aligns with its objectives and that all logistical elements, such as technology setup and participant briefings, are in place for a smooth and effective exercise day.

Phase 2 Deliverables:

- Data call repository
- Exercise design & development meetings
- Exercise Materials
- Meeting agendas, notes, and other documentation
- Monthly invoices, progress reports, confirmation notices, and letter of transmittal
- Estimated duration 4 months

Phase 3. Exercise Facilitation and Evaluation

During Phase 3, Exercise Facilitation and Evaluation, the Contractor oversees the execution of the exercise, ensuring it follows the planned scenario and meets its objectives. Facilitators guide participants through the exercise, encouraging discussion and decision-making based on the simulated events. Observers and evaluators collect data on participant performance, noting strengths, weaknesses, and areas for improvement. After the exercise, feedback is gathered through participant forms and debriefings, which are then analyzed to develop an AAR/IP, helping to enhance the organization's preparedness and response capabilities.

Task 3.1 Exercise Facilitation

The facilitation of the exercise will be carried out as planned, for up to 30 participants, with the Contractor providing a lead exercise facilitator and three additional facilitators/evaluators (F/Es). The lead facilitator will guide the exercise to ensure that all activities align with the HSEEP framework, maintaining focus on the established objectives. The three Contractor F/Es will support by monitoring participant groups, delivering real-time injects, and evaluating responses. The County is encouraged to involve local and regional partners as additional F/Es to foster regional relationships and enhance cyber response awareness. Throughout the exercise, facilitators will gather feedback from participants through feedback forms and direct observation, documenting key observations, strengths, and areas for improvement to inform future planning and preparedness efforts. The exercise will conclude with a hotwash and feedback forms.

Task 3.2 After-Action Report Draft and After-Action Meeting

The drafting of the AAR begins immediately after the exercise, using the detailed notes, feedback forms, and observations collected by the facilitators. The report outlines the exercise objectives, scenario overview, and participant responses, highlighting key strengths, areas for improvement, and actionable recommendations. The Contractor's facilitators and evaluators collaborate to ensure the AAR is comprehensive and aligned with the HSEEP framework, providing a clear roadmap for enhancing the County's cybersecurity preparedness.

Following the completion of the AAR, the Contractor will facilitate an After-Action Meeting (AAM), bringing together all key stakeholders, including participants, evaluators, and local/regional partners as determined by County of Solano OES. During this meeting, the AAR is presented and discussed in detail,

with a focus on reviewing the exercise outcomes, validating findings, and prioritizing improvement actions. Participants are encouraged to provide additional insights and feedback, ensuring a shared understanding of the exercise results and a collaborative approach to implementing recommended improvements.

Task 3.3 Improvement Planning

The improvement planning meeting focuses on turning the insights and recommendations from the AAR into concrete action items. During this meeting, interested parties review the key findings from the exercise, prioritize areas that need improvement, and develop specific, measurable actions to address these gaps. The Contractor guides the discussion to ensure that each action item is clearly defined, assigned to responsible parties, and given a realistic timeline for completion. To support ongoing monitoring and accountability, these actions are added to the Improvement Plan (IP) tool previously provided to the County. This tool allows the County to track the progress of IP action items, ensuring that the lessons learned from the exercise are effectively implemented to enhance cybersecurity readiness.

Task 3.4 Report Finalization

The finalization of the AAR/IP involves thoroughly reviewing and refining these documents to ensure they accurately reflect the exercise outcomes and recommended actions. This process includes integrating feedback from the AAM and improvement planning meetings and ensuring that all identified improvement actions are clearly defined and actionable. Additionally, all materials will be prepared in compliance with Section 508 of the Rehabilitation Act, ensuring they are accessible to individuals with disabilities. This involves formatting the documents for compatibility with assistive technologies and verifying that all content is accessible, readable, and user-friendly for everyone.

Task 3.5 Project Closeout

The final AAR/IP goes through a final QAQC and graphics process, ensuring the highest standards for proofreading and readability are met. Upon completion of all deliverables, the Contractor will conduct the project closeout with the Project Sponsor. Project closeout will include supplying remaining deliverables or materials in electronic format, providing final project management documentation, and final invoicing for the project.

For this project, the Contractor will utilize a building block approach incorporating each of the required elements to develop the Plans. If agreed to, the following approach will be used to manage the work and achieve the desired outcomes and deliverables specified in the RFQ and replicated for each County EMA Plan. The Project Schedule Table 04, depicts the month each task will be completed in. The Contractor's team members will each play a role throughout the following phases and tasks. Because an effective emergency management program is a cross-cutting, enterprise-wide, multi-agency, multi-discipline activity, the Contractor has found that the phased approach structure is highly successful.

Phase 3 Deliverables:

- Exercise facilitation
- AAR/IP
- Project closeout meeting
- Meeting agendas, notes, and other documentation
- Estimated duration 3 months

COST CONTROLS

Contractor shall have an established method for cost control which is the responsibility of their Project Executive and Project Manager. Internal reports shall be developed by the Project Executive of all hours used on the project and the remaining budget available and distributed to all project team members on a

weekly basis. Reports are to be used to identify risks ahead of time and ensure all Contractor's project team members have awareness of their allocated and remaining project hours.

Contractor will provide monthly progress reports, and meet with the County frequently, using this opportunity to provide updates on any project issues that may impede a task or require additional resources, and work with the County to find amenable solutions. This will allow for real time budget monitoring and to address potential issues as soon as they occur.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Appoint a project manager to coordinate project activities for the County.
2. Assist in organizing the user and technical support personnel meetings.
3. Ensure, to the best of its ability, the Contractor is given access to the necessary documents, statistics, personnel, and facilities.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET

A. Budget Approval

Contractor's budget below has been accepted by the County.

B. Budget Modifications

Contractor shall submit budget modification requests related to project updates or changes to the County OES Manager for pre-approval on a form acceptable to the County.

C. Budget Line Items and Review

Contractor shall periodically compare current Contractor's to-date expenses with current County approved budget to ensure that Contractor's expenses do not exceed approved amounts.

D. Budget Accountability

Contractor shall bill County for only those costs identified in the approved budget and enumerated in Contractor's accepted Proposal. In the event Contractor's invoice reflects unidentified costs or exceeds any approved budgeted category, County will request that Contractor submit a revised invoice as County will not pay for non-approved or excess costs.

2. COMPENSATION

Maximum compensation shall not exceed amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A, payable at the milestone rates enumerated below.

Phase 1: Project Initiation and Administration	
<i>October 2024 - April 2025</i>	
Task 1.1 Admin	\$8,802.23
Task 1.2 Kickoff	\$3,380.10
Phase 1 Travel	\$1,600.00
Total Phase 1	\$13,782.33
Phase 2: Exercise Design and Development	
<i>October 2024 - January 2025</i>	
Task 2.1 Data Call	\$1,490.55
Task 2.2 IPM/Drafts	\$6,495.15
Task 2.3 MPM/Adjudication	\$1,319.55
Task 2.4 FPM/Finalization	\$2,944.07
Total Phase 2	\$12,249.32

Phase 3: Exercise Facilitation and Evaluation	
<i>January 2025 - April 2025</i>	
Task 3.1 Exercise Facilitation	\$5,346.60
Task 3.2 AAR Draft and AAM	\$4,403.25
Task 3.3 Improvement Planning	\$2,328.45
Task 3.4 Report Finalization	\$5,078.74
Task 3.5 Closeout	\$370.50
Phase 3 Travel & Printing	\$3,350.00
Total Phase 3	\$20,877.54
CONTRACT TOTAL	\$46,909.19

Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other renumeration for services rendered under this Contract other than that which is set forth in the Exhibit B.

3. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor for services rendered (based on a percentage of completion/hours expended, as applicable) and expenses incurred, monthly in arrears, within 30 days of receipt of invoice, up to the maximum amount provided in section 3 of the Standard Contract. Invoice shall include a company logo, invoice date, invoice number, description of work performed and percentage of milestone completion, and extended amounts. Contractor shall provide County with adequate documentation to support invoice, including but not limited to monthly progress reports. Contractor's failure to provide adequate supporting documentation with invoice may result in payment being withheld until the documentation is received.

Contractor shall email invoices to:

mlheath@solanocounty.com and SHFAccountsPayable@SolanoCounty.com

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

- A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of final request for payment 30 days after termination of this Contract.
- B. A final undisputed invoice shall be submitted for payment no later than thirty (30) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.
- C. The County may, at its discretion, choose not to honor any delinquent final invoices if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 forms, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

- A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.
- B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

- A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance Coverage must be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
 - (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- C. Minimum Limits of Insurance Contractor must maintain limits no less than:
 - (1) General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
 - (3) Worker's Compensation: As required by the State of California.
 - (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
- D. Additional Insurance Coverage
To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:
 - (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
 - (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the Aggregate.

The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

- (1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
 - (b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
- D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

- A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.
- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94- 165).
- C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

- A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while

rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

- A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:
 - i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
- C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.
- D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:
 - (1) Cancel this Contract; or,
 - (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

- A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

- A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.
- B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.
- C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS, AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.
- B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.
- C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.
- D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. PROJECT COMPLETION

Project completion is defined and/or demonstrated by the County's acceptance and distribution of the After Action Report and Improvement Plan.

2. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to April 30, 2025, in the event Contractor is unable to meet deliverable in Exhibit A under Contractor's responsibilities, this Agreement shall be automatically extended through December 31, 2025, to allow sufficient time for Contractor to complete services.

3. EMPLOYEE CERTIFICATIONS

Contractor warrants that any certified employees providing services under this Contract are in good standing with their respective licensing boards or associations.

4. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Availability

Contractor shall perform services during normal business hours, Monday through Friday, excluding holidays, 8:00 a.m. through 5:00 p.m. (Pacific Standard Time). Notwithstanding the preceding sentence, Contractor may be called upon from time to time outside normal business hours.

B. Project Records

- (1) Contractor shall establish an official file for the contract. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this agreement, approved program/budget modifications, financial records, ad required reports. Adequate supporting documentation shall be maintained ins such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the term of this agreement.
- (2) All records relevant to the project must be preserved a minimum of three (3) years after the contract term and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing and auditing by the County. If any litigation claim, negotiations, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

C. Accounting Requirements

Contractor agrees that accounting procedures for funds received pursuant to this agreement shall be in accordance with generally accepted government account principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports, and invoices.

D. Audit Requirements

Make such books, records, supporting documentations and other evidence available to the County and their designated representatives during the course of the project and for a minimum of three (3) years after the term of the agreement. Contractor shall provide suitable facilities for

access, monitoring, inspection and copying of books and records related to this Contract. At any time, the County may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this agreement, or take other remedies legally available.

E. Assurances

Notwithstanding section 13 of Exhibit C, Contractor asserts that Contractor is aware of and shall abide by terms in Attachment D-1 .

F. Lobbying

Contractor shall execute the form attached as Attachment D-2.

5. COUNTY DEFAULT

Notwithstanding section 9 of Exhibit C, if the County violates any of its obligations under the Contract, the Contractor shall promptly notify the County in writing. If the County fails to cure the default within 30 days after notification, or if the default requires more than 30 days to cure and the County fails to commence to cure the default within 30 days after notification, then the County's failure shall constitute cause for termination of this Contract. If the Contractor serves the County with notice of default, and the County fails to cure the default, the County waives any further notice of termination of this Contract.

6. CONTRACT MONITORING

County and Contractor shall meet periodically, on a mutually agreed upon date and time, to review services provided in relation to scope of Contract.

7. CLEARANCE REQUIREMENTS

Upon requesting entrance into or anytime they are within the security perimeter of any secured County building, Contractor's personnel will be subject to search of their person and/or their personal belongings. While inside the building, Contractor's personnel must wear an authorized identification badge that includes a photo in a visible manner. Failure to display ID badge may be cause to deny access to the facility. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, and/or illegal drugs.

8. EMERGENCY AUTHORITY

In an emergency situation at the County facility, Contractor on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

9. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

10. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

Without the express written consent of County, Contractor shall not use County facilities and equipment for any purpose outside the scope of this Contract.

2 CFR §§ 200.317-200.327 AND APPENDIX II TO PART 200 REQUIRED CONTRACT CLAUSES [AS APPLICABLE]

1. DEFINITIONS

- (1) *Government* means the United States of America and any executive department or agency thereof.
- (2) *FEMA* means the Federal Emergency Management Agency.
- (3) *Third Party Subcontract* means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

2. ACCESS TO RECORDS

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. § 180 and 2 C.F.R. § 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. § 180, subpart C and 2 C.F.R. § 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. § 180, subpart C and 2 C.F.R. § 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. § 180, subpart C and 2 C.F.R. § 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

5. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

6. CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

10. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i.) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii.) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii.) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv.) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i.) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii.) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i.) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii.) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

14. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i.) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii.) Meeting contract performance requirements; or
 - (iii.) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)

Applicable to contracts for experimental, research, or development projects financed by FEMA

- (a) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- (b) Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. § 401.
- (c) The Contractor agrees to include paragraphs a and b above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

16. DAVIS-BACON ACT (IF APPLICABLE)

- (1) All transactions regarding this Agreement will be done in compliance with the Davis-

Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR Part 5 as applicable.

- (2) Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, Contractor shall pay wages not less than once a week.

17. COPELAND “ANTI-KICKBACK” ACT (IF APPLICABLE)

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5.5(b)(1)-(4)) as follows:

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

20. FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT FOR CONTRACTS NOT SUBJECT TO THE OTHER STATUTES IN C.F.R. § 5.1

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

21. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Tidal Basin Government Consulting, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Michelle Burnett

Michelle Burnett (Oct 24, 2024 20:27 EDT)

Signature of Contractor's Authorized Official

Michelle F. Burnett, Vice President

Name and Title of Contractor's Authorized Official

Oct 24, 2024

Date

Sheriff-2592-Tidal Basin Government Consulting-6-2025

Final Audit Report

2025-06-26

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Status:	Signed
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