BLANKET PURCHASE ORDER AGREEMENT FOR AS-NEEDED UNIFORMED SECURITY GUARD SERVICES

v. 12-4-19

This agreement ("Agreement"), dated as of February 27, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Securitas Security Services USA, Inc., (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County intends for this Agreement to be available to the Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District ("affiliated entities"). Such affiliated entities are intended beneficiaries of the right to obtain as-needed goods/services in accordance with this Agreement. Supplier acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. In such event, said affiliated entity, and not County, shall be solely responsible for its obligations and any liabilities arising under the Agreement and/or its particular work order. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and licensed Private Patrol Operator, providing uniformed security guard and related services; and

WHEREAS, in the judgment of the County of Sonoma Public Infrastructure Purchasing Division, it is necessary and desirable to secure Contractor to be available for such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform Uniformed Security Guard and related services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In

the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

All services shall be performed on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Contractor shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate, Contractor shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

This agreement is subject to the appropriation of funds and no amount of services are guaranteed. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material basis in accordance with the rate sheet set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Rates are all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel and shall be firm and fixed for a period of one (1) year.

2.2 Modification of Rates.
All requests for price modifications must be in writing and include supporting documentation. Requests shall be submitted to the County of Sonoma Purchasing Division at least 60 days prior to the requested price modification. Approved modification of rates shall become effective after the approval is granted. Retroactive modification of rates will not be considered. Approved modification of rates shall be put into effect through an amendment to the Agreement. The County may consider price modifications by comparing the request with the Consumer Price Index (CPI). Failure to reach agreement on a request for a modification of rates can, at the sole option of the County, result in the termination of the Agreement for cause.

2.3 Accounts and Billing. Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of pick up, date of pick up, volume of pick up and type of boxes; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.4 Payments. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.5 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit

County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.6 Withholdings. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to February 27, 2025 with the option to extend for four (4) additional one year periods unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination For Convenience. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement or any Task Order by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or any Task Order, County may immediately terminate this Agreement or any Task Order by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the

services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement or any Task Order by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement or the Task Order by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement or any Task Order on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement or any Task Order on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by

earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed any delegated signature authority and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the appropriate department, division, or affiliate head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or

Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's

Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not

exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. Other than as otherwise stated herein, all notices, bills, payments and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:

CONTRACTOR:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each

contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Federal Provisions. Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:
Securitas Security Services USA, Inc.

By: _____

Name: Wallace Lavery

Title: Area Vice President

Date: 1/9/2024

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____
Purchasing Agent
Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

GENERAL SCOPE OF SERVICES

The County requires professionally trained armed and unarmed security guard services as needed at various locations throughout the County. The primary responsibility of the security personnel is to maintain a secure and safe, yet welcoming, environment for visitors and staff at County facilities. Security Guards should be friendly and willing to answer appropriate questions from the public (directions, hours of operation etc.) while being alert to any security or safety issues.

Contractor must be able to fully staff and deploy qualified personnel to County sites in an organized, efficient manner for the length of the contract. In order to provide the most efficient services to the County, to the greatest extent feasible, security guards shall be assigned a given site for a period of at least 30 days before rotating, for requested services scheduled for over 30 day durations.

Contractor shall respond to emergency service requests within one hour of request and respond to non-emergency service requests the following day. The County will provide as much notice and details as possible to all requests. Contractor shall be capable of responding to all service requests.

In case of an emergency or unusual event, all employees of Contractor shall be subject to the direction of the County Facility site manager and/or first available Manager on-site.

SECURITY GUARD QUALIFICATIONS

Due to the high visibility of the Security Guard position, the County requires a high degree of stability in the security force posted.

Every Security Guard assigned to this contract must possess and maintain through the life of this contract a current "Guard Card".

All Security Guards assigned to County facilities must pass and maintain a criminal background check. It is the Contractor's responsibility at the Contractor's expense to conduct a thorough criminal background check on all Security guards assigned to any County facility to ensure that no guard has a criminal record.

A copy of the written verification showing the Security Guard passed the Contractor's background checks must be provided to the Department manager prior to assignment at the facility.

Prior to submitting replacement staff, contractor shall provide County with a copy of the written verification that the replacement Security Guard passed the Contractor's background checks.

ATTACHMENT A

The County has the right to decline the Contractor's placement of Security Guards whom the County may deem to be unsuitable for the assignment. The Contractor agrees that staff placements will be mutually acceptable to the County and the Contractor.

SECURITY GUARD RESPONSIBILITIES

The Security Guard's primary duty is to observe and report. Other duties and responsibilities of security guards shall include, but not be limited to, the following:

a. Maintain a high level of attentive visibility at all times as a deterrent.
b. Interact in a respectful, courteous, and dignified manner.
c. Greet the public and answer simple/basic questions. Maintain a clean post.
d. Greet and question unescorted visitors who may be in unauthorized areas.
e. Perform a sweep of each of assigned location at the beginning and end of each shift.
f. Secure all doors and access points around the perimeter of the building at the beginning and end of each shift. This includes locking and unlocking public entrances at the beginning and end of each shift at locations where applicable.
g. Report any elevator malfunctions or fire panel alarms to building facility manager(s).
h. Observe and enforce the County's "No Smoking" rule which states no smoking within 25 feet of entry ways.
i. Inform relief Security Guards of any special situations or instructions.
j. Refrain using personal cell phones or other devices to read, take photos, watch movies, use social media, listen to recordings or make recordings while on duty. **Recordings of any kind (photo, audio, or video recordings) and the posting of any recorded material on social media is strictly prohibited.**
k. Limit telephone calls to urgent business matters related to Security Guard services or personal emergencies.
l. Prevent visitors from proceeding into unauthorized areas.
m. Help County employees to defuse arguments or disturbances with the public, whether it is inside or outside the County facility.
n. Threatening situations shall be reported immediately to local authorities by calling 9-1-1 and the Facility Manager immediately.
o. Security Guards may be asked by County staff to assist with a difficult client, escort individuals or staff to their cars.
p. Security Guards may be asked by County staff to deny access to specific individuals who have been deemed potentially violent (a former employee, family member, or client who may have threatened a County employee or has displayed a potential for violent behavior).
q. Security Guards shall notify the local authorities immediately by calling 9-1-1 if the individual exhibits behavior that could be violent or abusive.
r. Enforce the rule forbidding weapons and/or contraband from being brought into County buildings. Weapons and/or contraband are not allowed on County

facilities (with the exception of weapons worn by armed Security Guards as required under this RFP, Sheriff's Deputies/personnel, other law enforcement officers, Probation Officers, Welfare Investigators, etc.).

s. If a Security Guard suspects someone other than those identified above of possessing a weapon, he/she shall contact the Sheriff's Office, local authorities, and the Facility Manager immediately.

t. If contraband or weapons are discovered while searching for weapons, those items shall be confiscated by the Security Guard. The Security Guard shall contact the officer of the day, or the first available unit supervisor. When the suspect is turned over to the peace officer, they shall be notified of the discovered item.

The Security Guard's primary duty is to observe and report. Contractor Security Guards and other agents **shall not:**

a. Lock or unlock public entrances outside of duties unless authorized by a Security Guard, Supervisor or a Facility Manager.

b. Use County offices; read, rearrange, or remove material from County offices; and they shall not permit any unauthorized person(s) to do so.

c. Sit on desks, cabinets, tables, or rest feet on desk tops or open desk drawers, etc.

d. Possess or use illegal substances, alcohol, or marijuana on the job. Security Guards under the influence of alcohol, marijuana, or illegal drugs while on duty will be promptly dismissed and Contractor shall not be reassigned to any other County facility.

e. Fraternize with County staff or visitors which disrupt or distract guard of their primary duties.

f. Converse privately with acquaintances or personal visitors while on duty. Security Guards shall utilize their breaks and lunch periods for such interactions.

g. Read books, magazines, or newspapers while on duty and refrain from the use of personal cell phones or other devices to read, take photos, watch movies, use social media, listen to recordings or make recordings while on duty. **Recordings of any kind (photo, audio, or video recordings) and the posting of any recorded material on social media is strictly prohibited.**

h. Accept any gifts or gratuities from County staff or visitors.

i. Occupy their personal vehicles while on duty. Security Guards shall be on post for the entire duration of their shift with the exception of break and lunch. Contractor shall provide relief staff to cover for the post during lunch and breaks.

j. Multiple complaints against a Security Guard with or without confirmation of extenuating circumstances shall be grounds for discharge. Rude or offensive behavior will not be tolerated. Willful disregard of orders from the Security Guard Agency or County Personnel will be cause for removal from duties.

k. Allow objects to be left unattended at any time in the lobby of the building or near their post.

In the event of a bomb threat, the Security Guard shall gather as much information as possible (such as time, names, location, what was said), and convey this information immediately to the Facility Manager or local authorities via 9-1-1. If evacuation is ordered, the Security Guard shall assist with the evacuation of all building occupants in an orderly and safe manner.

The Security Guard shall notify authorities of anything suspicious or out of place that had been observed during the evacuation. If a suspicious object is located, the Security Guard shall take the following precautions:

a. Do not touch, move, or disturb the object;
b. Do not use a pager, radio or cellular phone near the suspicious object since these may detonate some explosive devices. Exercise caution and advise others not to use pagers, radios or cellular phones near the facility;
c. Get a good description of the object including but not limited to the shape, size, height, width color, and any visible markings;
d. Note the exact location of the object including, but not limited to, floor number, room number, location within the room;
e. Cordon off the area and deny re-entry except for authorized personnel; and
f. If requested by the Facility Manager, another County manager, the 9-1-1 operator, and/or the local authorities, begin clearing all persons from the immediate vicinity in a safe and orderly manner.

SPECIAL EVENTS

The County may from time to time have the need for security services at special events. Special Event is a one-time or infrequently occurring event such as a cultural, political, sporting, social, leisure, festival, or hallmark event to mark a special occasion that is celebratory in nature. Special events may require security services for crowd control, alcohol enforcement, metal detector screening, traffic supervision, crisis mitigation, patrol venue grounds, secure all entry points, check attendee belongings and if required, install, utilize, monitor, and maintain electronic surveillance equipment depending upon the nature of the venue. These types of events may require advance planning and organization and will be coordinated with the requesting department. The County anticipates that this position would be an unarmed security guard however, this position has been included on the Attachment B - Price Proposal Form if special training is required.

SECURITY PERSONNEL POSITIONS

1) Contractor Account Manager or Liaison Officer

Contractor(s) shall designate a permanent member(s) of its management staff, at no additional cost to the County, to act as the main point person between designated County personnel and the Security Guard Supervisor(s). This main point person shall here upon be referred to as Point of Contact (POC).

POC shall provide the name, telephone number, pager or cell phone number, facsimile number, email address and office address of the designated Security Supervisor(s) to the County Department Manager requesting services.

POC shall provide updated information to the County for all replacement Security Supervisors and/or Liaisons for the duration of the contract.

2) Supervisor

The Supervisor shall be available on an on-call basis via pager or cell phone to the Security Guards and designated County staff. The Supervisor shall be centrally located in order to supervise and monitor the guards to ensure Security Guard services are fulfilled.

The Supervisor(s) is responsible for, but not limited to, the following:

a. Work with the designated County management personnel or building staff to ensure a high standard of courteous and professional security service which is sensitive to the needs of the staff, clients, and visitors.
b. Supervise the Security Guards at the posts within the facility; be available for frequent on-site supervision, at a minimum of two times per month.
c. Familiarize each Security Guard with the County internal communication system and any other County policies that affect the public. This information will be provided by the County to the Contractor(s).
d. Develop or review written standing Post Orders with an emphasis on the needs of the department, and as specified by County management staff. Written Post Orders for the location assignment shall be completed and approved by the supervisor(s) and the County within 15 business days from the first day of each location assignment.
e. Review Post Orders for adds and edits with the department manager at least twice a year at agreed upon dates each year. The security contractor will re-issue Post Orders with new edits within one month of following any revision and will review the changes with each guard, including new hires/replacements and substitutes for vacation and/or sick leave.
f. Respond in a timely manner, within two hours or less, to requests from County management staff for follow-up with appropriate action and/or recommendations on any incidents or complaints involving Security Guards employed by the Contractor(s).
g. Investigate all complaints received about the Security Guard(s), report findings, and inform County staff of remedial action(s) taken.
h. Keep County staff apprised of security issues which affect the safety of the staff, employees, and visitors, and make appropriate recommendations for improvement.

i. Promptly report any unusual event or emergency (such as an accident, hostile client or employee, illegal weapon, bomb threat or theft) to the County facility manager. These incidents shall be followed by a written report submitted to the facility manager within 24 hours of the incident or event.

j. Ensure that incident reports and other written documentation requested are forwarded to the appropriate County management staff member in the time specified.

3) Unarmed Security Guard

The primary responsibility of the Security Guard is to maintain a secure and safe, yet welcoming, environment for visitors and staff at County facilities. Security Guards should be friendly and willing to answer appropriate questions from the public (directions, hours of operation etc.) while being alert to any security or safety issues.

The Security Guard is responsible for, but not limited to, the following:

a. Security Guard shall be in full uniform while on duty. Uniforms are to be neat, clean, well fitting, pressed and in good condition. Shoes are to be close toed, cleaned, and polished. No open-end shoes are allowed. The cost of providing and cleaning uniforms is the responsibility of the contractor.

b. Badges with company logo shall be prominently displayed on the security officer's uniform. Security Guard must wear identifying nameplates that must be clearly visible.

c. Security Guard on duty shall be alert at all times, respond to all alarms and check them out, secure the area and report. Security Guards shall always have the means on their person to contact all emergency services as required, e.g., fire, police or ambulance. Contractor will provide cell phones for each shift.

d. Security Guard must be able to assist County staff with any and all security needs, including but not limited to escorting persons off the grounds, investigating complaints, etc. Security Guard shall notify the responsible authority, e.g., police, fire, etc., when a problem requires immediate attention outside of an officer's ability.

e. Security Guard must be prepared to intervene in threatening situations which may require the use of justifiable force as permitted by law. They must be able to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties, and must be able to maintain control in crisis situations.

f. Security Guard must be English-speaking legal residents of the United States, and be physically and mentally qualified to perform the requirements of the job. Security Guard shall be able to read and understand printed regulations, labels, identification badges and credentials, detailed written orders, training instructions, and be able to compose reports which will convey full information of events pertaining to his or her shift.

g. Security Guard must possess the ability to face situations firmly, tactfully and with respect for the rights of others. Security Guard must understand that they are representing the County of Sonoma while at their post and, as such, conduct themselves in a courteous, compassionate, and professional manner while performing their duties. The County retains the right to remove any Security Guard who does not meet the proper standards for customer service and performance. Security Guard will be expected to greet all persons entering their assigned premises.

h. Security Guard shall be able to move quickly if necessary and shall be able to stay on their feet for a majority of their shift.

4) Armed Security Guard

The primary responsibility of the Armed Security Guard is to maintain a secure and safe, yet welcoming, environment for visitors and staff at County facilities. Armed Security Guards are trained and licensed to carry weapons and therefore have added responsibilities such as:

- Protecting stipulated people and locations from harassment, physical attack, vandalism, and other forms of abusive or unauthorized treatment.
- Ensuring that your weapon is well maintained and secure.
- Attending refresher training in weapons use.
- Completing and submitting incident reports after noteworthy developments.
- Ensuring that security equipment and measures are suitable and that they remain in excellent working condition at all times.

Employee Conduct

Contractor and all assigned staff members, including but not limited to guards, supervisors, liaisons, and account manager, shall be held to the highest level of professionalism throughout the life of any contract awarded as a result of this RFP.

a. Proper conduct is expected of Contractors' personnel when on County premises. This includes adhering to the County's smoking and e-cigarette regulation and

ordinances, the drug-free work place and fragrance policy, not using alcoholic beverages and treating employees courteously.

b. County has the right to dismiss any Contractor(s) employee who does not properly conduct himself/herself or perform quality work.

c. Contractor and contractor staff shall not use cameras, camera phones, computers, tablets, and/or other photographic material while on post. As such, recordings of any kind including photos, audio, and/or video recordings are strictly prohibited.

d. It is the Contractor's responsibility to conduct a thorough criminal background check on all Security Guards assigned to any County facility to ensure that no guard has a criminal record. A copy of the written verification that the guard has passed the Contractor's background checks must be provided to the Department's manager prior to assignment at the facility.

e. Prior to submitting replacement staff, contractor shall provide County with a copy of the written verification that the replacement guard has passed the Contractor's background checks.

Training and Certification

Unarmed Security Guards assigned to the County must have completed the required mandatory 40 hour skills training course and maintain their "Guard Card" while performing any work for the County. Armed Security Guards must maintain their armed security guard license as well as firearm permit, and gun license issued. Certification and Training for each position must be met and maintained as regulated by the State of California Bureau of Security and Investigative Services (BSIS).

Contractor must provide written proof, to the County department management or facility manager, of a Security Guard's certificate of completion (or evidence of completion of the required hours as set forth in the above paragraph) of the mandatory and elective training administered by a private patrol operator or by a certified training facility.

a. Additional replacement or relief security guards provided by the Contractor shall be of the same caliber and possess the same training as the regularly assigned security guard(s).

b. All relief Security Guards covering for vacations, sick leave, lunches and breaks shall be trained and familiar with the procedures, duties and responsibilities required of the regularly scheduled Security Guards.

Uniforms and Equipment

Security Guards are to be dressed in appropriate uniforms that comply with the "name and patch" requirements of the State of California Department of Consumer Affairs for Security

Guards. Uniforms are to be neat, clean, pressed, and lint free. Uniforms are to include work shoes that are clean, in good repair and color coordinated with the uniform.

Security Guards shall be easily identifiable as non-County employees and are to wear at all times a company name badge or patch and a name plate securely fastened and worn in full view to be seen at three feet minimum view.

Security Guards are required to carry handcuffs. Based upon the location and assignment, a handgun may be required for armed Security Guard duty assignments. If armed, it is preferred that the guard carry secondary defensive weapons as well, which can be batons, and/or mace.

Contractor shall provide the Security Guard staff with a communication device for use during their designated post. The communication device can be either a two way radio, walkie talkie or company provided cell phone. Communication devices shall be secured on site at the end of each shift by guard assigned to post.

DELIVERABLES / REPORTS

Daily Activity Report

Contractor shall require Security Guard(s) to maintain a Guard's Daily Activity Report (DAR) of all activities during each shift for the entire term of the contract. The Contractor(s) will provide copies of these reports or a summary of the activities to County management on a monthly basis.

Incident Reports

For any incident occurring during a post assignment, Security Guard(s) shall be required to complete the County's Incident Report form. The Contractor's Incident Report format may be used if pre-approved by the County.

Incident reports must be in English and are to be clear, concise, factual and to the point. Reports are to be printed or typewritten. Incident reports shall be written for any of the following situations:

a. Any damage occurring on or near County facility.
b. Any theft or burglary, attempted or otherwise, occurring inside or outside of the County facility.
c. Suspicious circumstances observed by the Security Guard.
d. Police activities on or near the County's facility.
e. Fire Department activities on or near the County's facility.
f. Accidents occurring on or near the County's facility.
g. Any unusual occurrences which the guard determines should be reported.

h. Any occasion requiring the use or display of firearm other than normal visibly holstered status.
i. Any witnessed physical or verbal threats.

Reports are to be printed or typewritten and are to include the following information:

a. Name(s) of the person(s) involved in the incident.
b. Location of the incident.
c. Exact time and date of the occurrence.
d. Description of the event(s).
e. List of any injuries incurred and by whom.
f. Emergency services or other agencies called.
g. List any witnesses.

Routine Reports

The original report must be sent to the Department's designated Facility Manager immediately or by the end of the shift. Incidents in this category include, but are not to be limited to incidents where:

a. There is harmful physical contact with another person or person(s) (e.g. visitor and/or staff).
b. The guard witnesses a crime or other type of unusual occurrence or activity.
c. There is involvement with an outside law enforcement agency.
d. An arrest is made.
e. Building staff or personnel specifically requested security assistance or intervention.
f. Any person refuses or is unwilling to comply with a reasonable request or direction given by the Security Guard.

g. Injuries requiring medical attention occur.
h. Damage or loss of property occurs.
i. Any incident involving a weapon.

Critical Reports

The original report is to be filed with both the Contractor's management and the County Department manager at the end of the shift on which the incident occurred. Incidents in this category are incidents in which one or more of the following occur:

a. Building break-ins.
b. Injuries.
c. Verbal and/or physical assaults.

d. Seizure.
e. Loss of consciousness.
f. Death.

Other Reports

The County shall receive a monthly statement for security services if required by the department manager to include the following information:

Invoice number, summary of the amount due, date, location, department name and Blanket Purchaser Order number.

All unpaid invoices, payments received, and credits issued for the location.

Contractor shall keep a daily attendance log throughout the duration of the contract for all Security Guards assigned to the County along with a weekly summation of all hours worked and must be able to provide this documentation upon request from the County.

Contractor shall maintain an internal self-correcting mechanism to minimize negligence of duty by the Security Guards assigned to the County.

County Holidays
Upon request by the County, Contractor shall be responsible for providing Security Guard services during the following County designated holidays:

New Year's Day
Martin Luther King Jr.'s Day
Lincoln's Birthday
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas

REQUESTING SECURITY GUARD SERVICES

This RFP is for "as needed" security services and will therefore require completion of a Blanket PO Task Order form before placing an order for services or related work. All parties must be in agreement and Blanket PO Task Order form signed prior to work commencing. Pricing shall be based on proposed bill

rates upon contract award that shall be herein referred to as "Per Contract". Refer to Attachment C: Sample Agreement to view a copy of the task order form and sample agreement.

EMERGENCIES OR DECLARED DISASTERS

Upon the declaration of an emergency or disaster by the President of the United States, Governor of California, the County of Sonoma Director of Emergency Services or Board of Supervisors, the County may require security guard services. The County expects that Contractor will be committed to respond and provide the highest level of priority to the County in the event of a declared disaster or emergency.

In case of an emergency of a declared emergency event, Security Guards shall be subject to the direction of the County authorized emergency personnel. Security Guard personnel will assist and not interfere with emergency personnel in the performance of their duties.

Contractor will be provided with a list of County employees, including the liaison, to be called in the event of an emergency.

Contractor will provide to the Liaisons a list of ***emergency numbers***, which will include, but not be limited to:

- A 24-hour business telephone number.
- Off-site Supervisor's home/cellular telephone number.
- On-Site Supervisor's home/cellular telephone number.
- Guard service business number for an area Field Supervisor.

Security Guard Services may be required for various locations throughout the County, including but not limited to Emergency Shelters, Federal Emergency Management Agency (FEMA) temporary offices and the County's Emergency Operations Center (EOC).

In emergency situations, Contractor must be capable of providing additional officers to back-up assigned officers after receiving notification from the County. The County requires a same day response from the Contractor after receiving notification from the County that Security Guard Services are needed.

Exhibit A-1
ADDITIONAL REQUIREMENTS AS NEEDED

BOARD OF SUPERVISORS (BOS)

OVERVIEW

In order to provide a safe environment for all individuals attending public meetings in the Sonoma County Board of Supervisors' meeting chambers, screening measures will require all individuals to pass through a metal detector, and any hand-carried items (i.e. backpacks, handbags, briefcases, purses, etc.) to be checked prior to entry into the Board Chambers.

SCOPE OF SERVICES

Security guards are required on Board meeting days, generally every Tuesday unless otherwise notified.

Individuals planning to participate in Board meetings are required to pass through a metal detector and hand carried items to be checked prior to entry into the Board Chambers.
As part of the screening process, Security Guards shall be properly trained in the use and operation of walk through metal detectors and x-ray machines. Prior to any assignment, proof of training must be submitted to the County. The Board chambers will typically open 30 minutes ahead of the Board meeting start time to reduce traffic congestion. This time may change if large public attendance is anticipated.

Security guards shall conduct themselves with a level of professionalism required to support positive public participation. Board of Supervisors meetings may occur simultaneously with legally allowable protests, demonstrations, or other public gatherings. These may be noisy or crowded. Security guards shall assist members of the public with questions as to where to get support or how to receive entry to the building. Security guards are solely responsible for the safe screening for Board meeting entrance and should not engage in other security matters within the building. Administrative staff or Sheriff's deputies should be consulted if extraprofessional security issues arise.

Any person refusing to pass through the screening station, or refusing to submit to a search of their person and/or belongings will be denied entry into the Chambers.

Any person refusing to remove any prohibited items from their person and/or belongings shall be denied entry.

In the event an accommodation is required, an alternative procedure will be provided.

Any person in possession of any weapon described in Section 171b of the California Penal Code, or any person in possession of any object reasonably deemed capable of being used as a weapon by the Security personnel, will be denied entry to the Chambers. This prohibition does not apply to peace officers on official duty, or to emergency personnel responding to an emergency situation in the Chambers. All plain clothes Peace Officers, on duty or off, including retired Peace Officers, must go through the security screening line and show proper credentials to security staff prior to entering the Chambers with a firearm.

Prohibited weapons and/or items include, but are not limited to:

- Any firearm
- Any knives or bladed objects
- Any flammable or explosive substance
- Other items that present a safety concern as determined by security staff

DEPARTMENT OF HEALTH SERVICES (DHS)

The Behavioral Health Urgent Care Center (BHUCC) includes the Crisis Stabilization Unit (CSU) and the Behavioral Health Access Team.

SCOPE OF SERVICES

1. Provide up to four (4) security guards 24 hours per day, seven days per week, 365 days a year at the BHUCC CSU located at 2225 Challenger Way, Santa Rosa CA.

2. Provide one (1) full time security guard 8 hours per day Monday through Friday at the Behavioral Health campus located at 2235 Challenger Way, Santa Rosa CA.

Three - four (3 - 4) security guards are stationed at the CSU on site 24/7. The security guards' role is to maintain safety by observing clients for signs of agitation, aggression, or self-harm and reporting immediately to clinical staff. All guards shall receive training in management of assaultive behaviors, and assist, under direction from clinical staff, when clients become aggressive or assaultive. Likewise, the guards take direction from clinical staff when responding to other emergencies and interacting with clients. Security guards are linked with each other and clinical staff by walkie talkies, provided by Contractor.

The guards at the CSU are to be posted as follows:

A. One guard is stationed in the "Adult Voluntary Unit." This guard is to observe for potentially unsafe behaviors and to ensure that clients do not leave the facility prior to speaking with a clinician. This guard also monitors the client restrooms to alert staff to check on clients when they are taking more than an expected amount of time in there. When this guard needs to be elsewhere within the CSU, another staff member takes the guards place to monitor the unit for safety and to interact with clients there.

B. One guard is stationed outside of "Adult Secure Unit" to observe for potentially unsafe behaviors and monitor the restrooms as above. This guard escorts clinical staff, contract providers, and others every time they enter the Adult Secure Unit. When the guard is unable to monitor the Adult Secure Unit due to being called away for another duty, another staff member takes the guard's place until they return. This guard also monitors the video feed for the entire CSU and communicates with CSU clinical staff and guards when they need to check up on a client.

C. One or two guards are "floaters". These guards respond to other guards or clinicians who need assistance throughout the BHUCC. Their role includes, but is not limited to:

- Being stationed in the adolescent unit when more than one minor is present;
- Accompanying staff when greeting clients, ambulance personnel, and law enforcement who come to the CSU "sally port", standing by to monitor safety if only one staff is present;
- Checking client belongings and assisting with storing them;
- In conjunction with clinical staff, using the metal detector and asking clients to turn their pockets out to ensure that no weapons are brought into the BHUCC;
- Accompanying clinical staff to the Observation Rooms to stand by during clinical interventions with clients in seclusion or restraint;
- Standing by as staff meet with clients in the interview rooms or client bedrooms.
- Performing regular "walk-throughs" of the lobby and rest of the building to monitor for safety issues and ensure that outer doors are secure;
- Escorting employees out of the building to their vehicles if there is a concern about the employee going alone;
- Communicating with the other security guards in the CSU when assistance is needed; and
- Ensuring that the restrooms are empty and that CSU staff are aware of any clients remaining in the lobby when the building is locked at 5:00 PM.

Security guards may also be assigned to monitor the adolescent unit, monitor clients in the Observation Rooms face to face or over the video monitors in the staff bullpen, or to accompany staff for one-to-one interventions with clients.

Security guards are expected to perform and document 10-minute safety checks on every client at the CSU.

Throughout the BHUCC, staff are equipped with personal alarms worn on lanyards around their necks. Security guards are expected to respond along with staff to the area of alarm indicated by the notification system. During a response, one assigned staff stays behind in the bullpen to monitor the video screens to ensure safety of the clients on the CSU.

When a security guard is needed, but is not at the assigned post, the guards are contacted using the walkie-talkies located in the reception area and the CSU staff office.

At the direction of clinical staff, security guards are called on to assist with seclusion and restraint of clients who are in imminent danger of harming themselves or others.

The security guards are to remain alert and observing clients on the units at all times and are not to read, look at their cellphones, or otherwise be distracted while on duty.

The number of security guards at the BHUCC will be re-evaluated at least quarterly and as needed per staff or security guard request to ensure appropriate coverage of safety and security needs throughout the BHUCC. This re-evaluation will be performed by the Client Care Manager and Acute and Forensic Section Manager in conjunction with the security guard Supervisor, and will be based on staff and guard interview, reported incidents, and CSU clinical staffing level.

The security guard posted at 2235 Challenger Way is stationed in the waiting room of the Adult Medication Support and Full Service Partnerships clinic, and is responsible for monitoring for safety issues that may arise. This security guard is expected to respond to calls for assistance from all of the Behavioral Health programs at the Behavioral Health campus. This guard may be requested to stand by a clinician's office or interview room when an agitated client is being seen.

Security guards at all behavioral health campus sites have a role in emergency evacuations and other disaster response, and must be familiar with the DHS Workplace Security Plan, the DHS Emergency action plan, and all site-specific addenda.

Security guards are expected to keep all interactions with County clients strictly confidential and are not to share client names or protected health information except as it relates to operations on the CSU/Behavioral Health campus.

Security guards are to maintain a shift log, which includes incidents observed and responded to without including clients' identifying information.

Security guards are expected to be respectful and courteous with staff, clients, and members of the public at all times.

The uniform for both sites at the Behavioral Health Campus includes a polo shirt with the company insignia and a name tag worn at all times. Security guards are to be neatly and professionally attired and groomed.

No firearms, mace, pepper spray, batons or handcuffs will be permitted or allowed by security personnel.

Officers assigned to this contract must be professionally trained in the management of assaultive behaviors at the Contractor's expense. This training shall include customer service and verbal de-escalation skills.

HUMAN SERVICES DEPARTMENT (HSD)

SCOPE OF SERVICES

1. PROGRAM DESCRIPTION
   The Human Services Department (HSD) may request the Contractor to provide security staffing at all Sonoma County Human Services Department (HSD) locations or other designated locations where required.

   Contractor will provide various forms of security for HSD to protect staff and property against potential threats and harm. Security services should be scheduled with advance notice; however, depending on the situation, security services could be requested at any location with little notice.

   Services include, but are not limited to the following:

   - Patrol services
   - Security escorts
   - Presence during parental visitations
   - Presence during custody interviews
   - Security of a group of persons
   - Security of a facility
   - Surveillance, security checks and other security related services
   - Armed and unarmed services as required
   - Uniformed or plain clothed as required

2. OPERATIONAL INFORMATION
   A. HSD shall request security services with as much advance notice as possible through Contractor and HSD designated staff. At the time of the request, HSD shall communicate the level of security needed, date, time, duration and location.

3. OPERATIONAL PROCEDURES
   A. Scheduling of Services: Contractor will provide security at HSD or other locations at times and durations as requested by HSD staff. HSD staff will designate a contact to arrange security services.

      Requests will be made either by phone or e-mail.

B. Reporting for Security Services: Security personnel shall check in with the designated contact upon arrival at the job site.

C. Reports by Security Services: Security personnel shall report all physical contact, all 9-1-1 calls, and all emergencies to the HSD designated staff member as soon as possible in relation to the incident and no later than the end of the security personnel's shift. A phone report is acceptable at the time of an incident; however, all final reports must be submitted in writing or electronically via email.

REGIONAL PARKS DEPARTMENT (PARKS)

SCOPE OF SERVICES

At each of the defined locations, Contractor shall provide Security Services which include, but are not limited to, providing trained uniformed security guards to patrol specified areas on foot or in a marked vehicle for the purposes of performing inspections and responding to undesirable circumstances as needed. Inspections include, but are not limited to, walking or driving through specified areas to ensure all unauthorized vehicles have left, no after-hour usage is occurring, and the area is clear of any illegal or undesirable activities or circumstances. Consultant shall provide all equipment, uniforms and vehicles necessary to carry out security services.

Cloverdale River Park

Contractor shall provide security services at Cloverdale River Park including the following:

1. Inspect and patrol parking area prior to gate closure.

2. Close and lock entrance gates each day after Sunset but not later than the time specified as the Park Closing Time in the schedule below.

   Park Closing Times:

January	7:00 PM
February	7:00 PM
March	8:00 PM
April	9:00 PM
May	9:00 PM
June	9:00 PM
July	9:00 PM
August	9:00 PM
September	9:00 PM
October	8:00 PM
November	7:00 PM
December	7:00 PM

While providing security services, Contractor and its agents and personnel, shall follow the following protocol under the specified circumstances:

1. Upon discovery of issues, incidents or problems requiring immediate attention, call the field office at Healdsburg Veterans Memorial Beach and contact the Supervising Park Ranger. Prepare a written report and email an electronic copy of the report to the Parks Department and follow up with a mailed copy.

Email a copy of the report to:
Ilana.Stoelting@sonoma-county.org

Mail original report to: Sonoma County Regional Parks
2300 County Center Drive Suite 120A
Santa Rosa CA 95403

2. For miscellaneous vandalism and/or property damage: Upon discovery, call the field office at Healdsburg Veterans Memorial Beach and the Supervising Park Ranger.

3. Inthe event of an emergency: Immediately call the Sonoma County Sheriff's Office Dispatch and comply with any directions provided. Thereafter, immediately call the field office at Healdsburg Veterans Memorial Beach and the Supervising Park Ranger.

4. For situations in the Park in which a public safety agency has been contacted become involved, the following protocol is to be followed:
    a. Communicate with the representatives of said public safety agency to confirm they have reviewed the situation and are prepared to address the situation without further assistance from Contractor.
    b. Determine which agency will be responsible for locking the gate once all agency representatives have exited the Park. If the gate is locked open, notify the field office at Healdsburg Veterans Memorial Beach and the Supervising Park Ranger.
    c. Prepare a written report and email an electronic copy of the report to the Parks Department and follow up with a mailed copy.

5. When an unoccupied vehicle is located in the Park after hours: Report unoccupied vehicles in the park after hours using the "lock in notice" form, which will be provided by Sonoma County Regional Parks as needed.

Guerneville River Park

Each week during the contract period,Contractor shall provide Security Services at Guerneville River Park. Security Services shall be provided while the Park is closed and shall specifically include:

1. From October 1 through March 30, between the hours of 9:30 PM and 11:00 PM Friday and Saturday evenings, and from April 1 through September 30, between the hours of 9:30 PM and 11:00 PM Friday and Saturday evenings and two (2) other week nights, Contractor shall inspect and patrol the park, including the locked restroom area, picnic areas, and under the pedestrian and road bridges. The restroom and gate will be locked at sunset by Park staff.

While providing Security Services, Contractor and its agents and personnel, shall follow the following protocol under the specified circumstances:

2. For problems requiring immediate attention or for miscellaneous vandalism and/or property damage: Upon discovery, call the Field Office at Healdsburg Veterans Memorial Beach -North Central Operations and the Supervising Park Ranger.

3. Prepare a written report and email an electronic copy of the report to the Parks Department and follow up with a mailed copy.

4. In the event of an emergency: Immediately call 911 or the Sonoma County Sheriff s Office at 707-565-2121 and comply with any directions provided. Thereafter, immediately notify the Field Office at Healdsburg Veterans Memorial Beach - North Central Operations at and the Supervising Park Ranger at 707-433-1625.

5. For after-hours activity in the park (such as camping, possession of drugs and/or alcohol, loitering), call the Sonoma County Sheriff s Office Dispatch and request a response by a Deputy.

Maxwell Farms Regional Park

Each week during the contract period, Contractor shall provide Security Services at Maxwell Farms Regional Park on Friday and Saturday nights (hereinafter referred to as "weekend night"), plus one additional alternating night between Sunday and Thursday (hereinafter referred to as "weekday night"). Security Services shall be provided while the Park is closed and shall specifically include:

1. Boys and Girls Club: Four (4) times on each weekend night and three times on each weekday night, consultant shall inspect and patrol the exterior of the building and its surrounding areas, and manually check the security of each of the doors of the building.

2. Park Ranger Residence: Four (4) times on each weekend night and three times on each weekday night, consultant shall inspect and patrol the areas immediately surrounding the Park Ranger Residence.

3. Group Picnic, Field and Lawn Areas, Verano Bridge: Four (4) times on each weekend night and three times on each weekday night, consultant shall patrol and inspect each area.

While providing Security Services, Contractor, its agents and personnel, shall follow the following protocol under the specified circumstances:

1. For problems requiring immediate attention or for miscellaneous vandalism and/or property damage: Upon discovery, during business hours call Mountain Valley Division Headquarters at Spring Lake Park and the Supervising Park Ranger. Backup contact shall be provided by Parks during non-business hours.

2. Prepare a written report and email an electronic copy of the report to the Parks Department and follow up with a mailed copy.

Email a copy of the report to:
Beth.Wyatt@sonoma-county.org

Mail original report to: Sonoma County Regional Parks
2300 County Center Drive Suite 120A
Santa Rosa CA 95403

3. In the event of an emergency: Immediately call 911 or the Sonoma County Sheriff s Office Dispatch at 707-565-2121 and comply with any directions provided. Thereafter, immediately notify the park by calling Mountain Valley Division Headquarters.

SONOMA COUNTY PUBLIC INFRASTRUCTURE (SPI)
SCOPE OF SERVICES

Veterans Memorial Buildings

SPI oversees Sonoma County Veterans Buildings located in Santa Rosa, Guerneville, Sonoma, Petaluma, Sebastopol, Cloverdale, and Cotati. These Buildings are dedicated memorial buildings used by both local Veteran groups and the public. The Santa Rosa building is managed by the Sonoma County Fairgrounds. The County may require Security Guard coverage for certain events and the type of event will dictate the coverage needed. The requirements for security will vary with the demands of events. Generally, services will be for weekend events. The actual number of days of operation is undeterminable.

Requirements and duties performed for these events shall be the following tasks but not limited to:

- Observes and reports activities and incidents at an assigned event site, providing for the security and safety of County property and personnel.
- The County will determine security schedules on an as needed basis and will provide as much advance notice as possible.
- Guards must show up to event on time and fully uniformed. Any guard that shows up without uniform shall be replaced by a uniformed guard.
- Upon request, Contractor shall provide Spanish-speaking, bilingual guards.
- No firearms will be carried by any security personnel on duty.
- Contractor is responsible for making sure all guards have valid "California Guard" certification and are fully trained and dressed in clean, professional looking, uniforms.
- Contractor is responsible for completing incident reports and providing copies in a timely manner.
- Contractor shall demonstrate a high degree of professionalism and customer service during the term of the contract.
- Makes periodic patrols to check for irregularities and to inspect protection devices and barricades.
- Preserves order and may act to enforce regulations and directives for the site pertaining to personnel, visitors, and premises.
- Controls access to event site or facility through the admittance process.
- Patrols assigned site; checks for unsafe conditions, hazards, unlocked doors, security violations, blocked entrances and exits, mechanical problems, and unauthorized persons.
- Protects evidence or scene of incident in the event of accidents, emergencies, or security investigations.
- Responds to incidents of fire, medical emergency, bomb threat, flooding, water discharge, elevator emergency, hazardous materials, inclement weather, and other incidents.

EXHIBIT B
RATES

EXHIBIT B - RATES

COUNTY OF SONOMA

UNIFORMED SECURITY GUARD SERVICES

PRICE PROPOSAL FORM

Proposer shall provide fully loaded hourly rates for the various positions as specified within this RFP. Hourly bill rate for each position shall include the total cost to complete the services including but not limited to overhead, materials, labor, travel, uniforms, licensing, equipment, bonds, insurance to ensure delivery of services as specified within Attachment A, General Scope of Services, and all costs associated with hiring, training, and retaining staff to fulfill these positions.

Position	Hourly Bill Rate	Hourly Overtime Bill Rate*
Security Guard Supervisor	$ 39.44 per hour	$ 59.16 per hour
Unarmed Security Guard	$ 31.70 per hour	$ 47.55 per hour
Armed Security Guard	$ NA per hour	$ NA per hour
Special Event Unarmed Security Guard* *Refer to Attachment A, General Scope of Services	$ 40 per hour	$ Included in hourly bill rate
Unarmed Security Patrol with vehicle	$ 37.74 per hour	$ 47.55 per hour

Company Name

Wallace Lavery Area Vice President

Authorized Company Representative (Print Name) Title

Signature 10/1/23

Date

*Hourly Overtime Bill Rate shall be the same pay rate for weekends and Holidays.

Exhibit C – Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Contractor has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   e. *Required Evidence of Insurance*:
      i. Subrogation waiver endorsement; and
      ii. Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by

County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. Insurance shall be continued for one (1) year after completion of the Work.

e. [insert exact name of additional insured]shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.

f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

j. *Required Evidence of Insurance*:

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status;
- **ii.** Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
- **iii.** Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

a. The Certificate of Insurance must include the following reference: [insert contract number or project name].

b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].

d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit C
INSURANCE

BPO/Master Agreement - Task Order

County BPO/Master Service Agmt #: _____
Quote Number:

BPO/Master Agreement - Task Order

Reference is made to the following contract ("Contract") between the County of Sonoma ("County") and the below-named contractor/supplier ("Contractor"):

☐ **Blanket Purchase Order #** _____ ☐ **Services Contract #** _____

Select Below or Type Name: **desires for Contractor to perform certain services, tasks, and/ or work stated below ("Work"), in accordance with the terms and conditions of said Contract. By signing below, Contractor agrees to perform said Work and in accordance with the other terms and conditions stated below. Unless expressly stated otherwise below, all other terms and conditions of the Contract, including rates/price, are incorporated by reference and shall apply to the Work as if fully stated herein.**

Contractor must carry insurance to cover and apply as to the Work, in form and to extent as otherwise stated in the Contract. Contractor shall maintain said insurance and name the following as Additional Insured with regard to the Work: Select Below or Type Name:

PROJECT/TASK NAME: **LOCATION:**

DEPARTMENT/AGENCY LEAD: All invoices and formal notices shall be sent Attention of stated Lead and named Department

Project Lead Name: Dept./Agency: Email: Phone:

CONTRACTOR:

Company Name: Lead Contact: Email: Phone:

Key Personnel (if applicable): Email:

Authorized Subcontractors (if applicable) (Subcontractors must also provide insurance as referenced above):

SCOPE OF WORK AND RATES/PRICE:

Work/Project-Specific Requirements:

Deliverables:

Timeframe: Start Date(s): End Date(s) (or) Ongoing Until Notified by County: Reports:

Rates/Price/Compensation: ☐ Per Contract ☐ Prevailing Wage Rates
☐ See Attached Scope/Quote/Estimate for Applicable Terms and Conditions
☐ Other:

In the event of any conflict between any attachment and this Task Order, the provisions of this Task Order shall control. In the event of any conflict between this Task Order and the Contract (Blanket Purchase Order or Master Services Agreement), the Contract shall control.

SUPPLIER / CONTRACTOR:	**DEPT / AGENCY:**
BY: _____ SUPPLIER/CONTRACTOR SIGNATURE	**BY:** _____ PROJECT LEAD SIGNATURE
BY: _____ PRINT NAME	**BY:** _____ AUTHORIZED SIGNATURE
_____ DATE	_____ DATE

EXHIBIT D

FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE

Procurement Contracts (non-subawards)

Construction (TPW Caltrans Spec.) and Services Agreements

[Version 11-01-21]

1. DEFINITIONS

1.1 Government means the United States of America and any executive department or agency thereof.

1.2 FEMA means the Federal Emergency Management Agency.

1.3 Third Party Subcontract means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.

1.4 For purposes of this Exhibit, **Consultant** may be referred to as "Contractor" or "contractor."

1.5 Agreement or **"Contract"** means that certain Agreement between the County of Sonoma ("County") and Contractor, and to which this Exhibit is made a part.

2. GENERAL REQUIREMENTS

2.1 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

2.2 Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.[1] 200.317 through 200.327 and Appendix II to 2 CFR Part 200—"Contract Provisions for Non–Federal Entity Contracts Under Federal Awards," which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.[2] 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.

2.3 Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

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[1] Code of Federal Regulations ("CFR").

[2] United States Code ("USC").

2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.

2.6 INTENTIONALLY OMITTED

2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.

2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.

3.2 Contractor agrees to provide County, the State of California, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 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. 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 Agreement.

3.3 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 Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.

4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

4.6 Contractor agrees to the provisions of Exhibit -1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit -1, Contractor is the "prospective lower tier participant."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

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

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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 Contract Provisions Guide 12 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.

6.8 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.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of $100,000 that involve the employment of mechanics, laborers, or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(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 (and all subcontractors) 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.

Further requirements are contained in the Davis-Bacon provisions (*see* 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

(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.

9. **NOTICE OF REPORTING REQUIREMENTS**
Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the "SF-425 Federal Financial Report Filing Instructions" (available at https://www.fema.gov/media-library/assets/documents/28389). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

10. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

10.1 Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement 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 acquire 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 Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11. **RIGHTS TO INVENTIONS** (contracts meeting the definition of "funding agreements" (see 37 CFR Part 401) for experimental, research, or development projects)
-NOT APPLICABLE-

12. **CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess $150,000)

12.1 Clean Air Act

12.1.1 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. (42 USC 7401-7671q).

12.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.1.3 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

12.2 Federal Water Pollution Control Act

12.2.1 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. (33 USC 1251-1388).

12.2.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.2.3 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of $10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of $10,000)
Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

15. CHANGES

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of $100,000)

16.1 Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies 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 the making or obtaining of 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.

16.2 Contractor shall file the required certification, Exhibit -2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000

17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as 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.

18. PROCUREMENT OF RECOVERED MATERIALS

18.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

-Competitively within a timeframe providing for compliance with the contract performance schedule;

-Meeting contract performance requirements; or

-At a reasonable price.

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.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. 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 Expending 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;

(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.

20. DOMESTIC PREFERENCES 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.

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

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

22. DHS SEAL, LOGO, AND FLAGS

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.

23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of $2,000 funded under the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, or Rehabilitation of High Hazard Potential Dams Program)

a. Compliance with the Davis –Bacon Act:
Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must 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. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, and applicable as to all contracts under the Contract Work Hours and Safety Standards (above, Section 8), Contractor shall comply as follows:

<u>29 CFR 5.5(a)</u>

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees*** -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County 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 the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) ***Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over $2,000 where Davis-Bacon requirements also apply):***

(1) Contractor. The contractor (and all subcontractors) is expressly bound and 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. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
(2) 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.
(3) 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.

24. **BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding $250,000)
Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

24.1 A performance bond for 100 percent of the Agreement price, and
24.2 A payment bond for 100 percent of the Agreement price.

Exhibit D-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Contractor Signature

1/9/2024
Date

Exhibit D-2

APPENDIX A, 44 C.F.R. PART 18 –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:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization 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 obtaining or 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.

(2) 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.

(3) 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. Code. 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.

Contractor, Securitas, 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.

Contractor's Authorized Official - Signature	Title	Date
[signature]	Area Vice President	1/9/24

EXHIBIT D

FEDERAL REQUIREMENTS – FEMA PUBLIC ASSISTANCE

Procurement Contracts (non-subawards)

Construction (TPW Caltrans Spec.) and Services Agreements

[Version 11-01-21]

1. DEFINITIONS

1.1 Government means the United States of America and any executive department or agency thereof.

1.2 FEMA means the Federal Emergency Management Agency.

1.3 Third Party Subcontract means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance derived from the Federal Emergency Management Agency.

1.4 For purposes of this Exhibit, **Consultant** may be referred to as "Contractor" or "contractor."

1.5 Agreement or **"Contract"** means that certain Agreement between the County of Sonoma ("County") and Contractor, and to which this Exhibit is made a part.

2. GENERAL REQUIREMENTS

2.1 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. Contractor must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

2.2 Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, FEMA policies, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.[1] 200.317 through 200.327 and Appendix II to 2 CFR Part 200—"Contract Provisions for Non–Federal Entity Contracts Under Federal Awards," which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.[2] 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.

2.3 Whether or not expressly set forth herein, all contractual provisions required by FEMA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by FEMA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any FEMA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any FEMA term, condition, or requirement.

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[1] Code of Federal Regulations ("CFR").

[2] United States Code ("USC").

2.4 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

2.5 Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.

2.6 INTENTIONALLY OMITTED

2.7 Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.

2.8 Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

3. ACCESS TO RECORDS

3.1 Contractor shall provide County and the Department of Homeland Security access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.

3.2 Contractor agrees to provide County, the State of California, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 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. 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 Agreement.

3.3 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 Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.4 The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

3.5 The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. DEBARMENT AND SUSPENSION

4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

4.2 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.3 Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.

4.4 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

4.6 Contractor agrees to the provisions of Exhibit -1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit -1, Contractor is the "prospective lower tier participant."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

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

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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 Contract Provisions Guide 12 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.

6.8 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.

7. NONDISCRIMINATION CLAUSE

7.1 Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.

7.2 Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of $100,000 that involve the employment of mechanics, laborers, or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(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 (and all subcontractors) 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.

Further requirements are contained in the Davis-Bacon provisions (*see* 29 CFR 5.5(a)) stated further herein and are incorporated here by reference.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

(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.

9. **NOTICE OF REPORTING REQUIREMENTS**
Contractor acknowledges that it has read and understands the reporting requirements of FEMA, including the "SF-425 Federal Financial Report Filing Instructions" (available at https://www.fema.gov/media-library/assets/documents/28389). Contractor agrees to comply with all applicable reporting requirements, including those contained in any grant terms and conditions, notices of funding opportunity, or any program guidance associated with any FEMA funding related to this Agreement.

10. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

10.1 Contractor agrees that FEMA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

10.1.1 The copyright in any work developed with the assistance of funds provided under this Agreement;

10.1.2 Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

10.2 Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement 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 acquire 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 Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

11. **RIGHTS TO INVENTIONS** (contracts meeting the definition of "funding agreements" (see 37 CFR Part 401) for experimental, research, or development projects)
-NOT APPLICABLE-

12. **CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess $150,000)

12.1 Clean Air Act

12.1.1 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. (42 USC 7401-7671q).

12.1.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.1.3 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

12.2 Federal Water Pollution Control Act

12.2.1 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. (33 USC 1251-1388).

12.2.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

12.2.3 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

13. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of $10,000)

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

14. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of $10,000)
Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For construction contracts, see Section 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 4 of the "Standard Professional Services Agreement."

15. CHANGES

For construction contracts, see Sections 4 and 8 of the incorporated version of Caltrans Standard Specifications, as may be modified by County's applicable Notice to Bidders, Special Provisions, and Addenda.

For services contracts, see Article 8 of the "Standard Professional Services Agreement."

16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of $100,000)

16.1 Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies 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 the making or obtaining of 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.

16.2 Contractor shall file the required certification, Exhibit -2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000

17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Contractor, as 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.

18. PROCUREMENT OF RECOVERED MATERIALS

18.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

-Competitively within a timeframe providing for compliance with the contract performance schedule;
-Meeting contract performance requirements; or
-At a reasonable price.

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.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. 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 Expending 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;

(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.

20. DOMESTIC PREFERENCES 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.

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

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

22. DHS SEAL, LOGO, AND FLAGS

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.

23. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of $2,000 funded under the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, or Rehabilitation of High Hazard Potential Dams Program)

a. Compliance with the Davis –Bacon Act:
Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must 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. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

Without limitation to the foregoing, and applicable as to all contracts under the Contract Work Hours and Safety Standards (above, Section 8), Contractor shall comply as follows:

29 CFR 5.5(a)

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees*** -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator

determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County 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 the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) ***Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over $2,000 where Davis-Bacon requirements also apply):***

(1) Contractor. The contractor (and all subcontractors) is expressly bound and 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. Contractor and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
(2) 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.
(3) 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.

24. **BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding $250,000)
Unless otherwise excepted in writing by County, Contractor shall obtain and maintain bonds as follows:

24.1 A performance bond for 100 percent of the Agreement price, and
24.2 A payment bond for 100 percent of the Agreement price.

Exhibit D-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Contractor Signature

1/9/24
Date

Exhibit D-2

APPENDIX A, 44 C.F.R. PART 18 –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:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization 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 obtaining or 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.

(2) 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.

(3) 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. Code. 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.

Contractor, Securitas, 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.

Contractor's Authorized Official - Signature	Title	Date
	Area Vice President	1/9/24