

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR TERRORISM INCIDENT EXERCISE

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Science Applications International Corporation (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional services related to the development and execution of a terrorism incident exercise (hereinafter "Services") pursuant to RFP 13-018; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and sixteen thousand two hundred and eleven dollars and no/100 (\$116,211). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of each phase identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and sixteen thousand two hundred and eleven dollars and no/100 (\$116,211), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and sixteen thousand two hundred and eleven dollars and no/100 (\$116,211).

Article V. Time of Performance

The Agreement shall be effective as of the date of execution by the last party, and shall continue in full force and effect through July 31, 2013. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Office of Emergency Management
307 Fort Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Science Applications International Corporation
Betty Kamara, Contract Administrator
2301 Lucien Way, Suite 120
Maitland, Florida 32751

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals

in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

Contractor warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided County has delivered to SAIC timely notice of such breach as hereinafter required, Contractor shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to County that portion of the amounts received by Contractor attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless County has delivered to Contractor written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section is the sole and exclusive remedy for breach of the foregoing warranty.

Article XVII. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XX. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIII. Captions

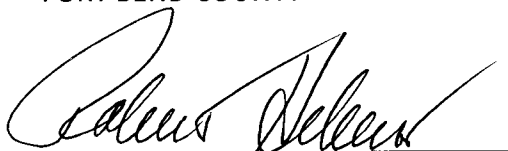
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 26 day of February, 2013.

FORT BEND COUNTY



Robert E. Hebert, County Judge

SCIENCE APPLICATIONS INTERNATIONAL
CORPORATION


Authorized Agent- Signature

Betty Kamara

Authorized Agent- Printed Name

Contracts Administrator

Title

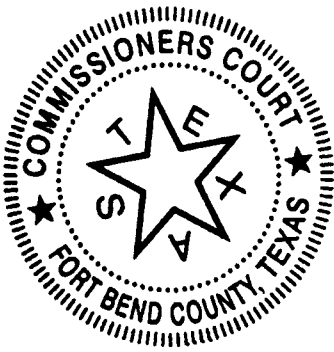
February 11, 2013

Date

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$116,211.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

EXHIBIT A

Project Understanding

Science Applications International Corporation's (SAIC) approach to training and exercises is designed to improve response capabilities and maintain compliance with the Homeland Security Exercise and Evaluation Program (HSEEP), the National Incident Management System (NIMS), the Texas Department of Emergency Management (TDEM), the National Response Framework (NRF), and other regulatory guidelines and established best practices as appropriate. SAIC has worked with many types of clients, including local, state, and federal government agencies, on training and exercise projects including: workshops, seminars, tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs), including the Federal Emergency Management Agency's (FEMA) National Level Exercise (NLE) in 2011.

SAIC understands that the purpose of the continuity of operations (COOP) workshop and FE is to conduct an in-depth capabilities assessment of Fort Bend County's response to a terrorism-based incident. SAIC fully understands the uniqueness of this terrorism-centric exercise project and recognizes that it will provide a valuable opportunity to assess and train County participants from multiple disciplines, such as technical rescue teams, hazardous materials (HAZMAT) teams, intelligence analysts, special weapons and tactics (SWAT) teams, health and human services, road and bridge, emergency medical service (EMS) mass casualty unit, and elected officials.

We also understand that emergency preparedness is a key priority for Fort Bend County and recognize that collaboratively planning for and participating in the no notice event terrorism-centric exercise series will appropriately prepare Fort Bend County personnel for such an incident. The lessons learned regarding coordination, communication, decision-making, and resource capabilities can be applied to a wide variety of hazards and threats that fall within the terrorism-centric exercise scenario. It is critical that jurisdictions and agencies within Fort Bend County collaborate throughout the process of planning for and conducting the FE as well as participate in the COOP workshop. This will strengthen relationships among Fort Bend County departments, neighboring jurisdictions, and partner agencies within Fort Bend County and ensure that personnel understand their role or responsibility in the Fort Bend County COOP Plan as well as other Fort Bend County emergency plans.

Why Choose SAIC?

- *Project team is located in Houston, Texas, and supported by nationally recognized subject matter experts*
- *Clear understanding of the collaborative environment within Fort Bend County*
- *Unmatched knowledge of and experience within Fort Bend County and key understanding of the County's emergency plans and procedures*
- *Dedicated HSEEP-certified personnel, CEMs, and MEP personnel*
- *Experience designing and executing large, complex exercises for both rural and urban areas*
- *Customized workshops and exercises to fit the unique needs of the County*

SAIC develops *customized workshops* and exercises that are specifically designed to meet the objectives of multidisciplinary stakeholders. We apply our real-world experience responding to disasters to bring greater realism to the exercise, and we ensure that our facilitators, controllers, and evaluators have the appropriate background and expertise to match the response functions that they are evaluating and observing. Our subject matter experts (SMEs) will help to design plausible, customized exercise scenarios, injects, and objectives based on our knowledge and understanding of Fort Bend County's risks and vulnerabilities.

To design and conduct a valuable no notice event exercise series for Fort Bend County, SAIC has assembled a team of emergency management professionals with the depth and range of real-world experience in law enforcement and fire (including HAZMAT, SWAT, crisis negotiations, explosive ordinances, technical rescue), public health, emergency management, and emergency operations center (EOC) support. Our proposed team also includes certified emergency managers (CEM), master exercise practitioners (MEP), public health professionals, and certified HSEEP professionals. The combined qualifications of our local understanding of Fort Bend County and domain expertise in emergency management, public health, and homeland security coupled with committed and experienced professionals ensures that both the COOP workshop and exercise is developed and conducted flawlessly. *SAIC's proposed approach is based on a proven process used in the design, development, conduct, and evaluation of more than 250 training and exercise projects nationwide.*

Project Management Understanding

SAIC understands that this complex exercise project requires a solid project management approach from our team. Therefore, SAIC is committed to providing Fort Bend County with a consistent, continuous, and coordinated project team for performing this important project. Our team consists of highly experienced emergency managers who possess extensive real-world experience, hands on training and exercise expertise, and an in-depth understanding of Fort Bend County's COOP plan. We take a proactive approach to customer satisfaction, quality management, and continuous improvement. Managing this project requires the following:

- A dedicated, experienced, Houston-based project manager who is familiar with Fort Bend County's emergency plans and organizational makeup
- A project team experienced with the emergency management, fire service, law enforcement, and public health preparedness landscape within the State of Texas
- Institutional knowledge of emergency operations and experience within Fort Bend County
- A project team that includes HSEEP-certified, CEM,, and MEP personnel
- Exercise control staff subject matter experts
- A proven, HSEEP-compliant process for exercise development as well as an understanding of the evaluation and improvement planning process
- Experience in facilitating workshops and planning meetings to identify concise, targeted exercise objectives and ensure that the exercise planning process meets those needs without exceeding its established scope

- Proven process for exercise design, conduct, and evaluation of more than 250 exercise projects nationwide
- Complete client satisfaction
- Regular, consistent communication with the project sponsor
- Comprehensive project management
- Quality documents and deliverables

The approach to this project is based on a proven process used in the development and implementation of more than 250 training and exercise projects nationwide. SAIC's approach is to work side-by-side with clients to fully appreciate the issues and challenges they face on a daily basis.

Project Approach

Project Approach Enables Efficient Delivery of Work Products

SAIC will closely collaborate with the project sponsor and Fort Bend County's Exercise Planning Team (EPT) to design and develop an effective workshop and FE. SAIC proposes a phased-process that follows the requirements of the request for proposal as well as SAIC's proven methodology for exercise design, development, conduct, and evaluation, which is designed to comply with federal and state planning guidance, including HSEEP, TDEM, NIMS, and the NRF.

SAIC understands that Fort Bend County has chosen to conduct this project in two parts within a compressed timeframe; therefore, we propose breaking down the project into the following four manageable phases.

Part 1 - COOP Workshop

- Phase 1: Exercise Project Initiation and Work Plan Development
- Phase 2: COOP Workshop Design and Conduct

Part 2 - Functional Exercise

- Phase 3: Functional Exercise Design and Development
- Phase 4: Functional Exercise Conduct and Evaluation

Exercise Goals and Objectives

SAIC will collaborate with the EPT to identify clearly defined, measurable objectives to support the goals critical to the successful design, conduct, and evaluation of the workshop and functional exercise. Our understanding of HSEEP allows us to develop realistic scenarios that produce an environment designed to effectively evaluate specific functional and/or operational areas.

- *Review decision-making processes and coordination.*
- *Review command operating processes and procedures.*
- *Understand roles and responsibilities under the NIMS and County plans.*
- *Evaluate coordination and communications processes.*
- *Confirm countywide resources and capabilities.*
- *Validate plans and the coordination between the multiple agencies and County departments.*

Part 1 - COOP Workshop

Part 1 of Fort Bend County's No Notice Exercise Project will focus on initiating the project, establishing a project work plan and agreed upon time line, and developing and conducting the COOP workshop. Part 1 of this project has been divided into phases 1 and 2 below.

Phase 1: Exercise Project Initiation and Work Plan Development

Project Planning Meeting

SAIC will conduct a project planning meeting with the project sponsor from Fort Bend County. The objective of this meeting will be to establish a detailed project scope, define deliverables and planning assumptions, agree on roles and responsibilities, discuss expectations of both the COOP workshop and the FE, develop a detailed project time line, and determine membership for Fort Bend County's EPT. The project planning meeting will be conducted on-site and will last up to two hours. Upon completion of the project planning meeting, SAIC's project manager will finalize a draft project work plan for review and approval by Fort Bend County project sponsor.

Establish Exercise Planning Team

The SAIC team will work with the project sponsor to identify key participants from Fort Bend County to serve on the EPT. Together, SAIC and the EPT will work to identify clearly defined, measurable objectives to support the goals critical to the successful design, conduct, and evaluation of Fort Bend County's COOP workshop and terrorism-centric functional exercise. Due to the sensitivity of this project and Fort Bend County's desire to maintain the COOP workshop and functional exercise as no notice events to test County personnel, SAIC will not disclose information related to this project to anyone other than the project sponsor and the EPT.

Project Work Plan

The project work plan will be drafted by the project manager following the project planning meeting and will be presented to the project sponsor for review and approval. The work plan will serve as an operational guide that details the exercise schedule, project milestones, completion dates, deliverables, and planning assumptions. It is important to identify milestone dates for critical planning conferences, exercise briefings, and deliverables. The work plan will be a dynamic document, allowing for changes if the scope of the project changes. Each change will be documented by SAIC and reviewed and approved by the project sponsor. SAIC will develop this, along with the bimonthly project status reports, to monitor the status of the exercise design process, project milestones, any changes in the scope of the exercises, and logistical and budgetary updates.

Exhibit 3-1: Phase 1 Project Deliverables

Project Deliverables	Description
Project Planning Meeting	SAIC will conduct an on-site project planning meeting with the project sponsor to establish a detailed project scope, define deliverables and planning assumptions, agree on roles and responsibilities, discuss expectations, develop a detailed project time line. The project planning meeting will last up to two hours.
Project Work Plan	SAIC will develop a project work plan that will serve as the

	operational guide for the exercise project. The work plan will provide the exercise schedule, project milestones, deliverables, and project time line, and will take into account Fort Bend County's given proposed dates for project milestones.
EPT Development	SAIC will work with the project sponsor to establish an EPT, specifically for this series of exercises made up of key participants from Fort Bend County stakeholders. Due to the sensitivity of this exercise series, SAIC will not share information related to this project with anyone other than the project sponsor and the EPT.
Progress Reports	SAIC will provide biweekly progress reports that document project accomplishments and planned tasks for the next reporting period.

Phase 2: Workshop Design and Conduct

SAIC understands that to produce the most meaningful COOP workshop possible, stakeholders from the Fort Bend County departments must be engaged to better understand the significance of Fort Bend County's COOP plan, process for activation, roles and responsibilities, and performance of mission essential functions.

During phase 2, SAIC will develop and implement a workshop for key Fort Bend County personnel focusing on key issues related to alert and notification, roles and responsibilities, and policies and procedures that directly tie to Fort Bend County's newly revised COOP plan. SAIC will develop necessary documentation and materials for the workshop, including sign-in sheets and the PowerPoint presentation. SAIC will coordinate with Fort Bend County to develop objectives, gain final approval of documentation, and coordinate logistics for the workshop. The workshop will be designed in such a manner that objectives and measurable indicators are consistent with HSEEP standards, policies, and procedures.

Workshop Design

SAIC will work with Fort Bend County to design a workshop that incorporates elements necessary to provide an environment for ample Fort Bend County participant interaction. SAIC will design the workshop to adequately engage and challenge County participants for up to a four-hour period.

The first half of the workshop will allow a forum for participants to review Fort Bend County's revised COOP plan, discuss the process required for COOP plan activation, discuss roles and responsibilities, discuss Fort Bend County's annual COOP plan revision process, and determine if there is a need for additional training and exercises directly related to Fort Bend County's COOP plan.

The second half of the workshop will focus on providing participants with an opportunity to have an in depth discussion surrounding up to two disaster scenarios taking place within the County that would trigger the activation of the Fort Bend County COOP plan. These scenarios will challenge participants' understanding of their individual COOP departmental annexes as well as the activation of the plan, notification of employees, performance of mission essential functions, and potential relocation of employees and County operations.

Workshop Planning Conference

SAIC will conduct an on-site workshop planning conference with the Fort Bend County EPT. This planning conference will serve as an important element in planning the workshop and tailoring it to the specific needs of Fort Bend County as well as maintaining compliance with HSEEP guidelines.

SAIC will conduct an on-site tour of the facility to be used for the workshop following the workshop planning conference. This will allow the SAIC team the opportunity to view the location in advance of the workshop and address any logistical needs or concerns.

Workshop Registration

Fort Bend County will be responsible for coordinating registration for the COOP workshop. SAIC assumes that registration will occur the day of the workshop from 8:00 – 8:30a.m.

Workshop Implementation

SAIC will provide the agenda, sign-in sheets, and a PowerPoint presentation for the workshop. SAIC will provide two lead facilitators and two recorders for the workshop. The workshop will last up to four hours and will take place at a location provided by Fort Bend County. SAIC assumes that the COOP workshop will take place in April 2013 from 8:30a.m. – 12:30p.m. and that no more than 60 County participants will be in attendance.

Workshop Summary Document

Following the workshop, SAIC will develop an after action report using the State of Texas after action reporting form. SAIC will provide the after action reporting form to Fort Bend County for submittal to the State and to aid in any further revisions to the COOP plan or in the development of additional COOP-related trainings and/or exercises.

Exhibit 3-2: Phase 2 Project Deliverables

Project Deliverables	Description
Workshop Planning Conference	SAIC will conduct an on-site workshop planning conference with the EPT. Following the workshop planning conference, SAIC will tour the workshop location to address logistical concerns.
Workshop Materials	SAIC will provide an agenda, sign-in sheets, and a PowerPoint presentation for the workshop.
Registration Materials	SAIC will provide registration materials for the workshop to include registration lists, badges, and sign-in sheets. Fort Bend County will be responsible for coordinating registration prior to the workshop.
Workshop Implementation	SAIC assumes the COOP workshop will take place in April 2013. SAIC will provide two lead facilitators and two recorders for the workshop.
Workshop Summary	SAIC will develop an after action report using the State of Texas after action reporting form identifying issues raised, decisions made, and relevant information discussed during the workshop. SAIC will provide the summary document to Fort Bend County following the workshop.
Progress Reports	SAIC will provide biweekly progress reports that document project accomplishments and planned tasks for the next reporting period.

Part 2: Functional Exercise

During part 2 of Fort Bend County's No Notice Exercise Project, SAIC will focus on designing, facilitating, and evaluating a meaningful, customized FE that will test the ability of Fort Bend County departments to respond to a terrorism incident. The scenario and injects developed for the exercise will be designed to push participating departments to the limits of their response capabilities. Project phases 3 and 4 directly relate to the final half of this project.

Phase 3: Functional Exercise Design and Development

Our team recognizes that the exercise planning process is the backbone of a successful exercise. SAIC is supported by nationally recognized emergency response, public health, and emergency management experts to make certain that the entire exercise scenario is technically sound and realistic.

The County's EPT will act as the main point of contact with SAIC in designing, developing, implementing, and evaluating the FE. SAIC will work closely with the EPT to identify the overarching terrorism-focused scenario, coordinate the exercise, and make certain the exercise remains on schedule.

SAIC will facilitate a series of pre-exercise planning conferences with Fort Bend County's EPT to gain valuable insight into emergency management policies and procedures related to operations and coordination following an act of terrorism within Fort Bend County. The planning conferences will help SAIC tailor the exercise to meet the specific needs of Fort Bend County while maintaining compliance with HSEEP guidelines.

Web-Based Collaboration

SAIC can facilitate meetings and exercise planning events using a web-based collaboration tool if the EPT wants to include participants who cannot physically attend. SAIC prefers exercise activities take place with the majority of participants physically present in one location to foster relationship building; however, it is understood that some participants may only be able to join from a distance. SAIC will accommodate a combination of collaboration avenues, if required.

Planning Conference Documentation

At least one week prior to each planning conference, SAIC will deliver a read-ahead package to the EPT that will include a planning conference agenda, PowerPoint presentation slides, and other pertinent information based on the individual conference.

After each planning conference, SAIC will provide the EPT with meeting minutes that detail the EPT's discussion and the decisions from the meeting as well as any action items and assignments. SAIC will distribute the meeting minutes to the EPT no later than five business days following each planning conference.

Concept and Objectives Meeting and Initial Planning Conference

SAIC will then kick off planning the no notice functional exercise by conducting a combined on-site concept and objectives (C&O) meeting and initial planning conference (IPC) with the project sponsor and the EPT to discuss exercise design and development beginning with the purpose, scope, and objectives. During the combined meeting, SAIC will guide the EPT through the process of developing a set of specific, measurable, and achievable exercise objectives that will direct the remainder of the exercise planning process.

The new National Preparedness Goal, issued by the Department of Homeland Security in September of 2011, includes a change in terminology from the familiar target capabilities to a new series of core capabilities grouped by mission area. During the combined C&O meeting and IPC, SAIC will collaborate with the EPT to identify the best way to integrate this change into the exercise. SAIC will provide the EPT with a crosswalk that translates the familiar target capabilities into the new core capabilities.

SAIC and the EPT will also review and confirm the following key planning elements:

- Proposed exercise concept
- Future planning conferences dates
- Set exercise date – early June 2013
- Purpose, scope, and objectives
- Associated core capabilities

With those elements confirmed, SAIC and the EPT will develop an agreed upon scenario for the no notice terrorism-centric FE that will test the region's ability to respond based on the exercise objectives. SAIC will also gather input from the EPT on assumptions and artificialities and scenario variables. SAIC will make certain that the individuals who take time to participate in the exercise feel that their participation is worthwhile and that the experience helps them to be better prepared for future hazards and activations.

The combined meeting will last up to three hours and will take place at a location provided by Fort Bend County. SAIC will provide one facilitator and one staff member to capture the meeting minutes.

Midterm and Master Scenario Events List Planning Conference

Following the C&O and IPC and prior to the conduct of the midterm planning conference (MPC), SAIC will complete the development of the required HSEEP elements, including the exercise plan (ExPlan), master scenario events list (MSEL), controller and evaluator (C/E) handbook, and exercise evaluation guides (EEGs). Based on years of experience, SAIC recommends combining the MPC and MSEL planning conference into a full-day planning meeting covering the midterm planning session topics, then reviewing the exercise documentation, specifically the master scenario events list. This limits redundant travel time for the EPT and the cost of conducting the exercise for the County.

The MPC is a pivotal point in the exercise development process because it represents the final opportunity to make significant changes to the exercise. During this meeting, SAIC and the EPT will complete the following:

- Develop and review scenario time line.
- Review and provide feedback on the draft ExPlan, draft scenario, and draft MSEL inject documents prepared by SAIC. The MSEL will include major and detailed events and subsequent messages that will be inserted to drive participant actions and decisions during the no notice exercise. SAIC will work closely with stakeholders to develop realistic injects and create an accurate time line.
- Review and refine EEGs to ensure they meet the needs of the exercise evaluation process.
- Review and identify safety equipment and other logistical requirements needed for the exercise.
- Review elements of the communication plans, media plan, safety plan, C/E needs, etc.
- Review attributes of the site location and confirm the selection of venue for the exercise.

Following the MPC/MSEL planning conference and prior to the final planning conference (FPC), SAIC will finalize the ExPlan, C/E handbook, and EEGs. SAIC will incorporate specific media-related and governmental affairs injects into the MSEL, as well as a simulated press conference, as requested by Fort Bend County. Also during the MPC/MSEL conference, SAIC will conduct a site visit to the selected exercise location.

In addition, SAIC will use an exercise checklist to make certain the remaining exercise details have been addressed. The exhibit below is a sample abbreviated checklist that demonstrates relevant exercise details that SAIC will be sure are addressed.

The MPC and MSEL planning conference will last up to eight hours (four hours for each conference) and will take place at a location provided by Fort Bend County. SAIC recommends that these conferences take place at the exercise location if possible. SAIC will provide a facilitator for each session and one staff member to record the meeting minutes and changes to the exercise documents.

Final Planning Conference

The FPC will be the EPT's opportunity to review and provide final feedback on the exercise materials and confirm the final details for the exercise. Prior to the FPC, SAIC will provide the EPT with drafts of the exercise materials to review. This includes the ExPlan, participant handbook, the C/E handbook, EEGs, MSEL, background materials, and support requirements.

During the FPC, the EPT will confirm the established timeframe for the implementation of the exercise, provide additional input, and further refine the MSEL. The EPT will provide additional input related to exercise logistics. The FPC will also serve as the venue to resolve the open issues related to exercise planning and logistics and identify final concerns. After the FPC and prior to the exercise, SAIC will finalize exercise-related documentation.

SAIC will use checklists to verify that key exercise components are addressed.

The FPC will take place at a location provided by Fort Bend County and will last up to three hours. SAIC will provide one facilitator and one staff member to record the meeting minutes and make final adjustments to the documentation.

Exercise Documentation

Exercise Objectives. The no notice FE will be designed so that objectives and measurable indicators comply with HSEEP standards, policies, and procedures; comply with NIMS and the NRF; and are consistent with local strategies.

Exercise Scenario. During the planning conferences, the project team will coordinate with the EPT to develop a realistic terrorism-centric exercise scenario and supporting exercise documentation to make this a meaningful exercise for Fort Bend County participants. Using the unique experiences and expertise of the project team, the exercise scenario will focus on an incident and actions that depict a realistic response for agencies in Fort Bend County and region.

Exercise Plan. The project team will develop an ExPlan for the FE. The ExPlan will serve as the official planning document for the development and conduct of the no notice FE. The ExPlan will identify the scope and concept of play for exercise participants; provide key exercise assumptions, artificialities, and

simulations; document exercise scenario narratives leading up to the start of exercise play; provide exercise objectives and associated observation elements; explain procedural aspects of play; describe roles of controllers, evaluators, and observers; and establish administrative and support requirements and procedures applicable to player activity during the exercise.

Master Scenario Events List. The project team will develop a MSEL, a comprehensive chronological schedule of scripted events that will be injected into the exercise play by the Simulation Cell (SimCell) to generate activity in specific functional areas. The MSEL will also contain media-related and governmental affairs injects to be used throughout the exercise to include media phone calls, written stories of radio, TV, print, social media coverage of scenario, in-person media interviews, simulated press conference, concerned citizen inquiries, and contact from elected officials.

A SimCell is a group of exercise controllers who simulate activity, usually through phone calls, radio messages, or electronic messages. These messages represent actions and conversations of an individual, agency, or organization that is not present or participating in the exercise. SAIC will facilitate the development of the MSEL through interviews with the EPT and other agencies and departments that will participate in the exercise. The EPT will review and make final changes to the MSEL during the FPC.

Controller/Evaluator Handbook. SAIC will develop a C/E handbook that contains guidance that the controllers and evaluators need to fully understand the procedures and responsibilities for exercise control, simulation, and support. The C/E handbook will detail the scenario for the duration of the exercise; develop guidelines for control and simulation support; explain the exercise concepts as they relate to controllers and simulators; establish the management structure for these activities; and establish and define the control structure's communications, logistics, and administration. The C/E handbook will include the following:

- Exercise overview
- Exercise control and evaluation organization
- Controller and evaluator roles and responsibilities
- Listing of key exercise events/abbreviated MSEL
- Exercise safety information
- Exercise-specific information – scenario, sample maps, and the exercise schedule
- Team organization, assignments, and location; identify required controllers, evaluators, locations, and organization
- Instructions – what to do before the controllers and evaluators arrive at the exercise, how to proceed with the control and evaluation at the exercise, communications at the exercise, and roles and responsibilities
- Evaluation tools – data collection instruments and function-specific EEGs

Exercise Evaluation Guides. SAIC will develop EEGs to be used to evaluate participants' performance in carrying out their assigned roles and responsibilities. SAIC will use the latest version of the HSEEP EEGs to develop customized EEGs.

Exhibit 3-3: Phase 3 Project Deliverables

Project Deliverables	Description
Read-Ahead Packets	SAIC will provide a read-ahead packet prior to each planning conference. This document outlines the proposed agenda items and pertinent information needed to prepare the EPT for their participation in the planning conferences.

Project Deliverables	Description
Web-Based Collaboration	SAIC can facilitate meetings and exercise planning events using a web-based collaboration tool if the EPT wants to include participants who cannot physically attend.
C&O Meeting and IPC	SAIC will kick off the exercise piece of the project by conducting a combined concept and objectives meeting and IPC with the project sponsor and the EPT to discuss exercise design and development, review the proposed exercise concept, confirm future planning conferences dates, and confirm the purpose, scope, objectives, and associated core capabilities.
C&O Meeting and IPC Materials	SAIC will develop and disseminate appropriate materials for the C&O and IPC (including an agenda and Microsoft PowerPoint presentation) in electronic format. Up to 20 black and white copies of materials will be provided.
C&O and IPC Minutes	Minutes from the C&O and IPC will be provided to the project sponsor within seven business days after the meeting.
MPC/MSEL Planning Conference	The MSEL planning conference is designed to develop the MSEL, which is composed of a series of injects or specific pieces of information that prompt exercise players to implement plans, policies, and procedures that have been identified to be evaluated during the exercise and the appropriate communication and coordination between the Fort Bend County EOC and the Fort Bend County Levee Improvement Districts.
MPC and MSEL Planning Conference Materials	SAIC will develop and disseminate appropriate materials for the MPC and MSEL planning conference, including an agenda and PowerPoint presentation in electronic format, as well as any exercise documents to be reviewed during the conference. Up to 20 black and white copies of materials will be provided.
MPC and MSEL Planning Conference Minutes	Minutes from the meeting will be provided to the project sponsor within seven business days after the meeting.
FPC	During the FPC, SAIC will provide the EPT an opportunity to provide feedback on the exercise materials and confirm final details regarding the FSE. SAIC will develop the following materials in support of the FPC: meeting agenda, minutes from the MSEL planning conference, final ExPlan, C/E handbook, and sign-in sheet.
FPC Materials	SAIC will develop and disseminate appropriate materials for the FPC (including an agenda and Microsoft PowerPoint presentation in electronic format) as well as any exercise documents to be reviewed during the conference. Up to 20 black and white copies of materials will be provided for the FPC.
FPC Minutes	Minutes from the FPC will be provided to the project sponsor within seven business days after the FPC.
Draft and Final Exercise Scenario	SAIC will use the planning conferences to coordinate with the EDT to develop a realistic exercise scenario and supporting exercise documentation.
Draft and Final MSEL	SAIC will develop an MSEL, which is a comprehensive chronological schedule of scripted events for the FE.
Draft and Final ExPlan	SAIC will develop an ExPlan for the FE which will serve as the official planning document for the development and conduct of the FE.
Draft and Final C/E Handbook	SAIC will develop a C/E handbook, which contains guidance that controllers, simulators, and evaluators need to fully understand the

Project Deliverables	Description
	procedures and responsibilities for exercise control, simulation, and support for the FE.
Draft and Final EEGs	SAIC will develop function-specific EEGs to be used by exercise evaluators during the FE.
Progress Reports	SAIC will provide biweekly progress reports that document project accomplishments and planned tasks for the next reporting period.

Phase 4: Functional Exercise Conduct and Evaluation

The conduct of the full-day FE will be complex in nature. SAIC's approach reflects our understanding of the numerous logistical elements required to conduct an exercise of this type and provide as realistic an experience as possible for Fort Bend County participants.

Development and Conduct of Pre-exercise Briefings

Prior to the exercise, SAIC will conduct a series of pre-exercise briefings to detail the roles and responsibilities and the respective assignments of the exercise controllers, evaluators, simulators, and players. Each briefing details how the exercise will be conducted, provides an orientation to the exercise venue and other logistical considerations, establishes the ground rules, and contains important safety information. SAIC will develop a PowerPoint presentation and then facilitate each of the briefings.

- **C/E Briefing** – The C/E briefing will provide information on C/E responsibilities for the exercise. The briefing outlines responsibilities and the respective assignments of the controllers, evaluators, and simulators. The briefing details how the exercise will be conducted, provides an orientation to the exercise site and other logistical considerations, establishes the ground rules, and contains relative safety information. The C/E briefing will last up to two hours and will include all controllers and evaluators. This briefing will be conducted the day prior to the exercise.
- **Simulator Briefing** – The simulator briefing will provide information on simulator responsibilities to the exercise, including the role of the SimCell and the communications methods being used to simulate the environment and informational updates. During this briefing, the SAIC team will coach the Fort Bend County volunteers on their role as actors during the exercise and answer any questions they may have. This briefing will be conducted the morning of the exercise.
- **Player/Safety Briefing** – Exercises should be designed to measure success, not failure. SAIC will facilitate a player briefing prior to the start of the exercise. All individuals participating in the exercise on that given day are required to attend the exercise orientation. The briefings will address individual roles and responsibilities, exercise parameters (including the overall purpose and objectives), safety, and any remaining logistical exercise concerns or questions. This briefing will be conducted the morning of the exercise.

Exercise Play

SAIC assumes that the functional exercise play will take place in early June at Fort Bend County Emergency Operations Center (EOC) from 8:00 a.m. –5:00 p.m. SAIC assumes that there will be up to 75 County participants in attendance at the exercise. SAIC assumes that we will be responsible for handling

the coordination and purchase of necessary exercise materials for up to 75 County participants and SAIC team members. SAIC understands that Fort Bend County would like to exercise at the following three locations: the Fort Bend County Emergency Operations Center, the Fort Bend County Annex Building, and the Fort Bend County Sheriff's Office. Therefore, SAIC will provide one lead controller, two controller/evaluators, three simulation cell controllers at the Fort Bend County Emergency Operations Center; one controller/evaluator at the Fort Bend County Annex Building; and two controller/evaluators at the Fort Bend County Sheriff's Office.

SAIC assumes that Fort Bend County players will participate in one shift change, scheduled to occur near completion of the exercise. The purpose of this shift change is to allow participants the opportunity to transfer control to the incoming shift and conduct a face to face briefing in order to properly transfer situational information. SAIC remains flexible and will work with the County Exercise Planning Team to select an exercise schedule that best meets the needs of the County.

Exercise Debriefing (Hotwash)

The purpose of the hotwash is to garner feedback from the exercise participants regarding their impressions of the exercise, including strengths and areas for improvement. This information as well as information obtained from the controllers and evaluators will be used to develop the AAR/IP. The exercise debriefing will last up to one hour and will include the County participants, SAIC team, and the Fort Bend County volunteers.

Controller/Evaluator Debriefing

Following the exercise, SAIC will facilitate an on-site C/E debriefing. Evaluators, controllers, and key exercise stakeholders will participate in the C/E debriefing. This discussion serves as the foundation for the exercise evaluation and continued improvement phase and the development of the AAR. To provide fresh observations and deliver the after action report within a timely manner, SAIC staff and any local controllers and evaluators will develop their observations prior to leaving the debriefing and provide them to the lead evaluator.

After Action Report/Improvement Plan

In accordance with HSEEP guidance, lessons learned and best practices are key components to any exercise and will be captured and detailed in an after action report (AAR) and improvement plan (IP). When the exercise is over and all of the exercise participants have returned to their respective agencies, the AAR becomes the institutional document that remains. This critical document, which outlines improvement/corrective actions and the roadmap to move forward, is essential to the successful closeout of the exercise. The AAR will highlight lessons learned and generate recommendations and corrective actions.

Draft After-Action Report/Improvement Plan

SAIC's goal of exercise evaluation is to validate strengths and identify improvement opportunities for participating County departments. The AAR will be developed to accomplish this objective by:

- Allowing for the collection of supporting data
- Providing for the analysis of data to compare performance against expected outcomes

- Providing for a process to determine needed changes to procedures, plans, staffing, equipment, communications, organizations, and interagency coordination to ensure expected outcomes

As directed by the lead evaluator, the team will draft the AAR using the exercise time line, narratives, debriefing findings, and EEG analysis.

An IP matrix will also be created and included as an appendix. This IP matrix will be completed during the on-site after action conference (AAC). The draft AAR/IP will be provided to Fort Bend County within 60 days of completion of the exercise. . The format of the after action report and improvement plan can be produced in the format required by the State of Texas for submittal for exercise credit if so desired by Fort Bend County.

After Action Conference

Following completion of the initial draft of the AAR/IP, SAIC will meet with the project sponsor and the EPT and other stakeholders for the AAC to review and refine the draft AAR. As part of the after action conference, SAIC will develop an IP/corrective action plan that articulates specific corrective actions by addressing issues identified in the AAR. It will also provide completion dates by which the corrective action should be completed and assign each corrective action to the responsible person, department(s) or agency(s). The refined AAR and IP are then finalized as a combined AAR/IP.

The after action conference will be an interactive session to provide attendees the opportunity to validate the observations and recommendations recorded in the draft AAR by contributing insight into events that might have been omitted or misinterpreted by evaluators. The validation process by those responsible for implementing the IP is critical.

The AAC will last up to three hours and will take place at a location to be provided by Fort Bend County. SAIC will provide two facilitators for the session.

Final After Action Report/Improvement Plan

Following the AAC, the AAR/IP will be finalized through incorporation of the corrections, clarifications, and other feedback provided by participants at the AAC. Once these inputs are incorporated, the AAR/IP will be provided to the project sponsor for validation that it is an accurate document that meets the project objectives. This step will ensure that the AAR/IP addresses the needs of the entities participating in the exercise and serves as a useful tool to guide the following areas:

- Strategy development
- Exercise program planning
- Sharing of lessons learned with community partners
- Changes to plans, policies, and procedures
- Capability development and refinement
- Efforts to focus limited resources upon improvements in preparedness

After exercise planning and evaluation teams validate the AAR/IP, the document will be considered final.

Exhibit 3-4: Phase 4 Project Deliverables

Project Deliverables	Description
Exercise Registration	SAIC will provide for registration of all exercise players, observers, media, controllers, and evaluators on the day of the FE.
Pre-Exercise Briefings	SAIC will conduct pre-exercise briefings to detail the roles and responsibilities and the respective assignments of the exercise controllers, evaluators, simulators, and exercise participants. Each briefing details how the exercise will be conducted, provides an orientation to the exercise venue and other logistical considerations, establishes the ground rules, and contains relative safety information.
Exercise Materials	SAIC assumes that we will be responsible for handling the coordination and purchase of necessary exercise materials for up to 75 County participants and SAIC team members.
Functional Exercise	SAIC will plan for, facilitate/control, and evaluate the FE at up to three locations to be provided by Fort Bend County.
Participant Hotwash	SAIC will conduct a participant hotwash following the conclusion of exercise play.
C/E Debriefing	Following the exercise, SAIC will facilitate a C/E debriefing. Evaluators, controllers, and key exercise stakeholders will participate in the C/E debriefing.
After Action Conference	SAIC will meet with the project sponsor and the EPT and other stakeholders for the after action conference to review and refine the draft AAR.
Draft AAR/IP	SAIC will draft the AAR/IP using the exercise time line, narratives, debriefing findings, and EEG analysis.
Final AAR/IP	The AAR/IP will be provided to the project sponsor for validation that it is an accurate document that meets the project objectives.
Progress Reports	SAIC will provide biweekly progress reports that document project accomplishments and planned tasks for the next reporting period.
Issue Cards	SAIC will use issue cards to capture information during the FE.

SAIC Project Team

The SAIC Team is composed of seasoned MEP, CEM, and HSEEP-certified professionals who have the requisite experience to perform the necessary tasks as well as experience working with both public and private sector entities throughout the Fort Bend County and the State of Texas. Many of our proposed project team members have successfully worked with Fort Bend County on various other planning projects over the last six years.

Our project team includes the following:

- **Mr. Brian Rutherford** will serve as the project manager. Mr. Rutherford will provide the overall direction and oversee the quality of service and delivery of work products associated with the project. Mr. Rutherford will interact with the Fort Bend County staff and key stakeholders to coordinate the COOP workshop and the terrorism-centric exercise design and conduct. Mr. Rutherford has approximately twelve years of experience in emergency management and public service and more than five years of experience working with Fort Bend County. He has served as the

project manager for multiple exercises within the State of Texas and has previously worked with Fort Bend County and the Houston Region on a variety of planning, training, and exercise projects. Mr. Rutherford is located in Houston, allowing him to remain available and accessible to the Fort Bend County project sponsor and the key project stakeholders in a timely manner.

- **Ms. Tamala “Tami” Mann** will serve as an SME as well as the principal in charge for this project. Ms. Mann will be responsible for ensuring high quality production of deliverables in a timely manner as well as overall client satisfaction. She will serve as the point person for escalation in the event of any concerns on the project. Ms. Mann has extensive experience in HSEEP and has taken part in numerous workshops and exercises within the Houston Region. She has over 20 years of experience in managing, designing, and developing exercises and technical assistance deliverables to assist local, state, and federal government agencies and the private sector. Ms. Mann has also been instrumental in developing, facilitating, and evaluating exercise programs involving both COOP scenarios and responding to terroristic threats within other local jurisdictions.
- **SAIC exercise controllers, and evaluators** will support the exercise conduct. Our proposed exercise control and evaluation team has conducted and evaluated hundreds of exercises and offers a depth of experience in multiple disciplines, including transportation, healthcare (both public health preparedness and medical), emergency management, emergency medical services (EMS), fire, hazardous materials response and decontamination, law enforcement, public information and warning, and mass care and sheltering.

SAIC’s project management team will be supported by an experienced group of SMEs and exercise planners as well as a publications team that will be responsible for quality assurance/quality control (QA/QC) of project documents.

Exhibit 3-5: Project Team Organizational Chart

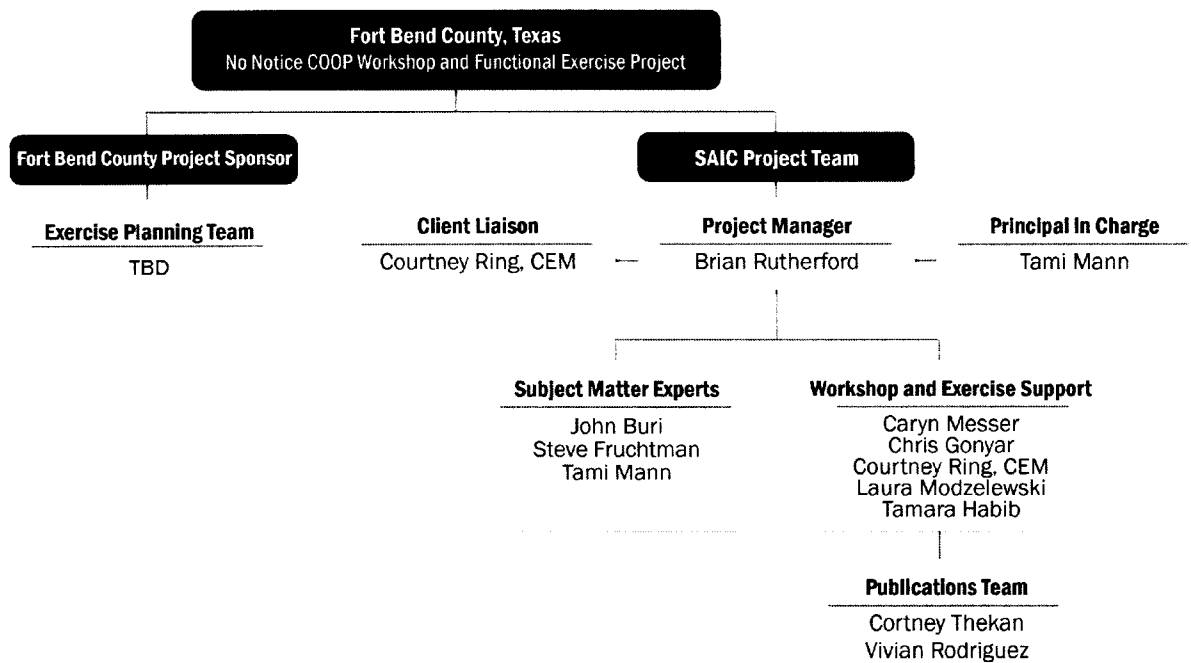


Exhibit 3-6: Summary of Project Team Qualifications

Key Personnel/ Role	Qualifications and Experience
Brian Rutherford Project Manager	<ul style="list-style-type: none"> Over 12 years of emergency management experience; expertise includes public health preparedness and emergency planning and response Extensive experience with Fort Bend County, including COOP planning, disaster debris management planning, damage assessment planning, and mass fatality planning Worked with the Cities of Deer Park, Meadows Place, Missouri City, Stafford, and Sugar Land, Texas to develop comprehensive COOP plans for each jurisdiction and individual city departments Served as project manager for the Texas Department of Health Pandemic Influenza COOP development, where he worked with 11 state agencies that have a role in response to an influenza pandemic, assessed their COOP plans, identified planning gaps, provided training, and conducted an exercise to test response capabilities Served as a public health planner for the Galveston County Health District, where he coordinated public health preparedness activities, oversaw the county's Strategic National Stockpile (SNS) program, developed emergency plans, coordinated exercises, conducted training, and organized conferences Helped design and facilitate an exercise with Collin County, Texas department leaders to test COOP plans Managed debris monitoring operations in the City of Seabrook, Texas after Hurricane Ike severely damaged parts of the city HSEEP certified
Tami Mann Principal in Charge/Subject Matter Expert	<ul style="list-style-type: none"> Over 20 years of hands-on experience in emergency management mitigation, preparedness, response, and recovery, with a background in leadership for non-governmental, governmental, and emergency response agencies Extensive HSEEP experience; has played an integral role in the development of numerous exercise evaluation reports, after action reports (AAR), and recommended improvement plans (IPs) for each exercise conducted Involved in more than 50 local, regional, and state-level HSEEP exercises, serving as project manager or lead planner for the majority of the exercises Managed exercise projects for Indiana Homeland Security Districts 2, 3, 6, and 7, including regional seminars, workshops, TTXs, FEs, and FSEs involving natural and technological incidents Provided subject matter expertise and served as lead planner in the development of the U.S. Army Corps of Engineers, Kansas City District Rapid Recovery Plan (RRP) identifying and planning for the response to natural and human-caused (including terrorist) threats to dams and levees in the district Member of the project team for the design and delivery of a communitywide business continuity planning workshop for the City of Amarillo, Texas Extensive experience in continuity of operations planning HSEEP certified
Courtney Ring, CEM Client Liaison/Workshop and Exercise Support	<ul style="list-style-type: none"> Experienced emergency management professional with knowledge and expertise in all-hazards emergency management and public health preparedness Background includes emergency response management, all-hazards emergency management, public health preparedness, exercise development and evaluation, training, and planning Served as a planning coordinator for the Fort Bend County Office of Emergency Management in Texas; developed local and regional emergency management plans, protocols, drills, exercises, and presentations Assisted the Cities of Grand Prairie, Texas; Irving, Texas; Lewisville, Texas; and the Panhandle Regional Planning Commission in Amarillo, Texas with COOP development and TTXs Served as a COOP trainer for the Texas Health and Human Services Commission's

Key Personnel/ Role	Qualifications and Experience
John Buri Subject Matter Expert	<p>pandemic influenza-based COOP planning project and an evaluator for the Pandemic Influenza COOP TTX involving 11 state agencies</p> <ul style="list-style-type: none"> Served as a Strategic National Stockpile (SNS) coordinator for the City of Lubbock Health Department, where she worked on a number of emergency management plans, protocols, and exercises CEM Versatile emergency management, disaster mitigation, preparedness, response and recovery professional with over a decade of dedicated consulting experience Thorough understanding of the national standards and federal guidance, including Emergency Management Accreditation Program (EMAP), NIMS, Federal Continuity Directive 1 (FCD 1), and other standards Served as client liaison for Fort Bend County, Texas to develop a multiyear training and exercise plan (MTEP) Member of the project team for the design and delivery of a communitywide business continuity planning workshop for the City of Amarillo, Texas
Steve Fruchtmann Subject Matter Expert	<ul style="list-style-type: none"> Former fire chief and emergency management director with 25 years of practical experience Managed the development of the DHS Tactical Interoperable Communications Plan draft exercise materials for the 75 Urban Area Security Initiative (UASI)/metropolitan area full-scale exercise series Supported a senior leaders' exercise with the Massachusetts Executive Office of Preparedness, FSEs with the Metropolitan Atlanta Rapid Transit Authority, and the New York Office of Emergency Management's Operation Transit FSE Worked with DHS and the FEMA in the design and execution of emergency management concept of operations plans as well as operations synchronization for the response to natural and human-caused disasters HSEEP certified
Caryn Messer Workshop and Exercise Support	<ul style="list-style-type: none"> Senior emergency management consultant at SAIC and experienced in development of COOP plans, emergency operations plans (EOP), and comprehensive emergency management plans (CEMP) Developed and facilitated COOP planning workshops nationally and has provided expertise at planning conferences throughout the country Served as lead planner for Harris County Sheriff's Office, Texas COOP plan, where she conducted on-site consultants and facility assessments, facilitated half-day workshops, and provided mitigation recommendations Assisted the City of LaPorte, Texas, and the Collin County, Texas with the development of their COOP plan with leadership personnel HSEEP-trained controller/evaluator
Chris Gonyar Workshop and Exercise Support	<ul style="list-style-type: none"> Assisted communities across the country with a variety of planning projects, including emergency operations planning, COOP planning, exercise design and development, emergency plan assessment, university emergency planning, and disaster debris management planning Served as project planner for the development of COOP plans for the City of Lubbock, Texas; Harris County Sheriff's Office in Harris County, Texas; Collin County, Texas; Parker County, Texas; and the Cities of Sugar Land, Meadows Place, Stafford and Missouri City, Texas Developed COOP plans for the State of South Carolina emergency support functions to ensure compliance with EMAP Performed assessments of healthcare facilities for the Mississippi State Department of Health (MSDH) and assisted in training MSDH personnel to perform assessments HSEEP certified

Key Personnel/ Role	Qualifications and Experience
Laura Modzelewski Workshop and Exercise Support	<ul style="list-style-type: none"> Emergency management specialist and provides project support to senior planners Served as project assistant for Collin County, Texas on the development of COOP plan, where she provided administrative support, including data entry, plan revisions, and final production of the plan, to help Collin County establish its overarching business continuity program Assisted Ramsey County, Minnesota on the design of a COOP plan and TTX Served as project assistant for COOP planning development for the University of Mary Washington and Long University in Virginia
Tamara Habib Workshop and Exercise Support	<ul style="list-style-type: none"> Emergency management specialist that works on a variety of projects, including seminars, workshops, TTXs, functional exercises, and FSE development Worked with four FEMA regions, eight states, and members of several federal organizations, assisting in their planning efforts for the NLE 2011 exercise Served on numerous exercise projects as a lead designer Involved in the response to five national disasters, providing citizens with disaster relief funds and shelter HSEEP certified
Courtney Thekan Publications Team	<ul style="list-style-type: none"> Lead technical editor responsible for quality control review of project deliverables, including EOPs, COOP plans, hazard mitigation plans (HMPs), exercise materials, AARs, etc. Over 7 years of experience collaborating with researchers, subject matter experts, and technical writers to develop complex emergency preparedness and response project deliverables
Vivian Rodriguez Publications Team	<ul style="list-style-type: none"> Project assistant with over 13 years experience, including supporting the development of project deliverables such as emergency management plans, exercise documents, and AARs Performs quality control review of emergency management project deliverables

Documentation

SAIC will develop exercise documentation in accordance with HSEEP. SAIC will also develop other exercise materials such as sign-in sheets, name badges (evaluators, observers, controllers, etc.), required briefing materials, and multimedia presentations as needed.

SAIC will review all documents developed with the EPT during the appropriate planning conference and update the documents based on the comments and feedback provided by the EPT. This important step makes sure that stakeholder issues are adequately addressed, that information is consistent and correct, and that team members fully understand client guidance and expectations, the methodology to be used, their specific roles and assignments, schedules, and coordination and reporting requirements.

Quality Control

Compliance with Industry Standards

SAIC will design the exercise in accordance with HSEEP. In addition, SAIC's approach to exercise development incorporates federal guidance and industry standards, including NIMS, NRF, EMAP, TDEM, National Fire Protection Association 1600 planning standards, FEMA Comprehensive Preparedness Guide (CPG-101), and HSEEP.

Project Communications

SAIC will engage and communicate with the project sponsor and EPT on several levels:

- A status report is provided to the project sponsor every two weeks. These status reports will document accomplishments during the previous two weeks and outline the plans for the next two weeks. They will provide the status of the exercise design process, project milestones, any changes to project scope, and logistical and budgetary updates.
- Draft documents are developed with input from each member of the EPT.
- The dedicated project manager, deputy project manager, and principal in charge will be accessible to answer questions and provide management support.
- A secure, project team collaboration website will be established using Microsoft SharePoint and hosted on SAIC's secure server during the project engagement. The project sponsor(s) and SAIC are provided access to the site, which serves as a document repository to allow for efficient document management. The system allows visibility into project status at any time by members of the project team or supervisory personnel. The SharePoint site will be password protected to make sure the site is secure

Value-Added Benefit

SAIC's use of a project Microsoft SharePoint site ensures all team members will have continuous access to project documents and be knowledgeable about project progress.

Information Security and Confidentiality

Following HSEEP security standards, exercise material is marked as "For Official Use Only." SAIC follows the appropriate security requirements to make sure these documents are kept safe. Hard copies of documents are locked in offices, the SharePoint site requires a secure login, and soft copies are distributed with password protection. In addition, no exercise material is distributed to anyone except the project sponsor and the EPT without permission from Fort Bend County.

Confidentiality Policies. SAIC uses only pre-approved designated personnel who have signed the required confidentiality statements. SAIC follows its documented internal procedures and protocols for protection of confidential materials obtained from Fort Bend County and the EPT. SAIC established these internal procedures to meet requirements by federal, state, and local governments for the protection of critical infrastructure data.

SECTION 4

Cost Proposal

Science Applications International Corporation (SAIC) is proposing a firm fixed price of \$116,211 with payment based on completion of each project phase. The fixed pricing is based on SAIC's experience designing, developing, conducting, and evaluating exercise projects of similar size, scope, and complexity.

The fixed price is derived from estimating the number of work hours for each SAIC staff member for each task; estimating the cost of materials, printing, and administrative expenses; and budgeting for reasonable and customary travel expenses for on-site meeting facilitation, workshop facilitation, and exercise conduct and evaluation. If this cost proposal does not meet the needs of Fort Bend County, SAIC would be willing to negotiate a revised project scope and cost proposal. Exhibit 4-1 offers a breakdown of our proposed price by project phase.

Exhibit 4-1: Proposed Price by Project Phase
(Includes labor, materials, and travel expenses)

Project Phase	Estimated Cost
Part 1 – Continuity of Operations (COOP) Workshop	
Phase 1: Project Initiation and Work Plan Development	\$3,699
Phase 2: Workshop Design and Conduct	\$19,889
Part 2 – Functional Exercise (FE)	
Phase 3: FE Design and Development	\$48,406
Phase 4: FE Conduct and Evaluation	\$44,217
Total Project Cost	\$116,211

Project Schedule/Time Line

Science Applications International Corporation (SAIC) can complete the No Notice Exercise Project approximately six months with active participation from Fort Bend County. SAIC will work with Fort Bend County to determine if the following delivery schedule will be appropriate given Fort Bend County's priorities and operational considerations. Exhibit 4-2 shows the time required and associated activities for each project phase.

Exhibit 4-2: Proposed Project Schedule/Time Line

Phase and Tasks	Time Line
Part 1 – COOP Workshop	
Phase 1: Project Initiation and Work Plan Development	
<ul style="list-style-type: none"> • Project planning meeting • Project work plan • EPT Development • Progress Reports 	3 – 4 weeks
*Phase 2: Workshop Design and Development	
<ul style="list-style-type: none"> • Workshop planning conference • Workshop materials • Registration materials • Workshop implementation • Workshop summary • Progress reports 	12 – 16 weeks
Part 2 – Functional Exercise	
*Phase 3: FE Design and Development	
<ul style="list-style-type: none"> • C&O meeting and IPC • C&O meeting and IPC materials • C&O and IPC minutes • MPC/MSEL planning conference • MPC/MSEL planning conference materials • MPC/MSEL planning conference minutes • FPC • FPC materials • FPC minutes • Draft and final exercise scenario • Draft and final ExPlan • Draft and final C/E handbook • Draft and final EEGs • Progress reports 	12 – 16 weeks
Phase 4: FE Conduct and Evaluation	
<ul style="list-style-type: none"> • Exercise registration • Pre-exercise briefings • Functional exercise • Participant hotwash • C/E debriefing • After action conference • Draft AAR/IP • Final AAR/IP • Progress reports • Issue cards 	4 -5 weeks

**SAIC plans to perform work on phases 2 and 3 simultaneously in order to perform the No Notice Exercise Project within the proposed period of performance.*

Cost Assumptions

The pricing estimate and proposal is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** Fort Bend County will assign a primary point of contact to serve as a project sponsor and address administrative and functional issues.
- **Confidentiality Policies.** SAIC uses only pre-approved designated personnel who have signed nondisclosure or confidentiality statements, as required. SAIC follows its documented internal procedures and protocols to protect confidential materials collected from Fort Bend County and Fort Bend County levee improvement districts. SAIC established these internal procedures to meet requirements by federal, state, and local governments to help protect critical infrastructure data.
- **Access to Materials.** All documentation that is deemed essential to the project should be made available to SAIC for review, upon request, in electronic format. These materials may include but are not limited to emergency operations plans, including all annexes and appendices; hazard mitigation plans; standard operating procedures; after action reports from exercises or incidents; and appropriate operating policies/procedures.
- **Access to Key Personnel.** Availability of key stakeholders from Fort Bend County is critical to obtaining the information required for the overall success of this project. Information presented by subject matter experts will be accepted as factual and no confirmation will be made.
- **Deliverables.** SAIC will provide draft interim deliverables in electronic format by posting them on the SharePoint team site or sending them via e-mail.
- SAIC will provide the following COOP workshop documents: agenda, sign-in sheets, PowerPoint presentation to guide discussion, and a workshop summary report.
- SAIC will provide the following FE documents: exercise plan, controller/evaluator handbook, communications directory, and master scenario events list for three simulation cell (SimCell) staff, one lead facilitator, and five controller/evaluators; participant handbooks, communication directory, sign-in sheets, name badges, agenda, and other required exercise materials for 75 players; and one bound color copy of the final after action report/improvement plan suitable for reproduction, including an electronic version on CD.
- SAIC will provide biweekly project status reports to the County project sponsor.
- SAIC will provide meeting minutes from each of the exercise planning conferences within five business days.
- **Exercise Controllers and Evaluators.** SAIC will provide the following:
 - 1 lead facilitator and 1 recorder for the workshop planning conference
 - 2 lead facilitators and 2 recorders for the workshop
 - 1 lead facilitator and 1 recorder for the concepts and objectives (C&O) meeting/initial planning conference (IPC)

- 1 lead facilitator and 1 recorder for the master scenario events list (MSEL) conference/midterm planning conference (MPC)
- 1 lead facilitator and 1 recorder for the final planning conference (FPC)
- 1 lead controller, 5 controllers/evaluators, and 3 simulation cell (SimCell) controllers for the FE
- 2 facilitators for the after action conference
- **Project Time Line.** SAIC assumes that the COOP workshop will take place in April 2013 and that the FE will take place in early June 2013. SAIC will have no difficulty meeting the project time line that has been dictated by Fort Bend County.
- **Workshop and FE Participants and Venue.** SAIC assumes that the workshop will take place at one location to be provided by Fort Bend County and will involve up to 60 participants. SAIC assumes that the FE will take place at the Fort Bend County Emergency Operations Center (EOC), the Fort Bend County Sheriff's Office, and the Fort Bend County Annex Building and will involve up to 75 participants.
- **Work Location/Meeting Space.** Fort Bend County will provide meeting room space to conduct the planning conferences, pre-exercise briefings, workshop, FE, exercise hotwash, and after action conference. SAIC will perform work off-site at SAIC offices, except when required to be on-site for meetings, workshop, or exercise conduct. Fort Bend County will be responsible for providing volunteers to support the simulation cell, the workshop and exercise venues, and the necessary audiovisual equipment.
- **Exercise Materials.** SAIC will be responsible for providing necessary exercise materials for up to 75 County participants and the SAIC team for the exercise.
- **Acceptance of Deliverables.** All deliverables will be prepared by SAIC in accordance with this proposal and will be submitted to Fort Bend County for review in a draft format. Fort Bend County will provide comments to SAIC within 14 calendar days of receipt of such draft deliverables. Upon incorporation of revisions to the draft deliverables and one final resubmission to Fort Bend County, the deliverables will be considered accepted. Changes to deliverables later in the process are more costly and thus SAIC has assumed once the project sponsor has approved an initial draft that no more than 10 percent of the approved initial version will be changed in subsequent documents.
If no comments are provided by the Fort Bend County within 14 calendar days of receipt of the draft deliverables, the draft deliverables will be considered accepted and payment will be due.
- **Payment Plan Based on Deliverables.** Fort Bend County will be invoiced for the project upon completion of each project phase within this scope based on acceptance of deliverables. Upon incorporation of comments and edits to the draft deliverables and resubmission to Fort Bend County, such deliverables will be considered accepted and payment will be due. Invoice payment terms are net 30 days.
- **Terms and Conditions.** This proposal is contingent on the acceptance of mutually acceptable terms and conditions.
- **Proposal.** This proposal is based upon our current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management

requirements desired by Fort Bend County. The final approved proposal shall be part of the awarded contract by reference or incorporated as an exhibit.