

REQUEST FOR PROPOSAL

Division of Emergency Management & Homeland Security Training Needs Assessment

DATE: February 5, 2014

RFP #: DPS14007

QUESTIONS DUE BY: February 21, 2014 @ 4:00 PM

PROPOSAL DUE DATE: March 14, 2014

PROPOSAL DUE TIME: 3:30 PM

LOCATION OF BID DELIVERY: 103 South Main Street, Waterbury

RFP CONTACT: Michael Bean
TELEPHONE: (802) 241-5426
E-MAIL: Michael.bean@state.vt.us

1. OVERVIEW

1.1. **SCOPE:** The Division of Emergency Management & Homeland Security is seeking to establish one purchasing agreement with one company to conduct a training needs assessment for the State of Vermont, incorporating plan review, face-to-face interviews and development of a comprehensive training plan to address gaps identified throughout the process.

BACKGROUND: The primary mission of the Division of Emergency Management & Homeland Security is to provide coordination and support to all local and state response organizations to ensure that the state is adequately prepared for any type of incident. The Division of Emergency Management & Homeland Security coordinates Homeland Security Grants to provide funding for terrorism preparedness efforts in the areas of: planning, training, exercises, and equipment.

1.1.1. The Division of Emergency Management & Homeland Security is the single point of contact for all federally funded Homeland Security preparedness programs for the state of Vermont.

1.2. **CONTRACT PERIOD:** Contract or award arising from this request for proposal will be for a period of **twelve (12) months**. The contract may be extended up to twelve (12) additional months, should the Division of Emergency Management & Homeland Security choose to conduct additional assessments. Proposed start date will be May 19, 2014.

1.3. **CONTRACT VALUE/QUANTITY:** Since this contract has not been awarded in the past, there is no estimated value at this time.

1.4. **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: Michael Bean, State of Vermont, Department of Public Safety, 103 South Main Street, Waterbury, VT 05641-2101. Michael Bean is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

1.5. **BIDDERS' CONFERENCE:** A Bidder's Conference will not be held for this proposal.
QUESTION AND ANSWER PERIOD: Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **February 21, 2014 @ 4:00 PM**. Questions may be e-mailed to michael.bean@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.vermontbusinessregistry.com/BidSearch.aspx?type=5>

Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

1.6. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS:** The Division of Emergency Management & Homeland Security is looking to complete an extensive assessment of current plans and procedures within the State of Vermont in order to determine to what level personnel should be trained to, current status of trained personnel and develop a plan to address identified training gaps.

2.1. Assessment should begin with a review of Agency/Municipality plans, procedures, After Action Reports from both real-world and exercises, and Improvement Plans, at a minimum.

2.2. Any additional documentation that the Agency/Municipality finds to be pertinent to the discussion should also be reviewed.

2.3. Face-to-face interviews should be conducted with every Agency/Municipality involved in the assessment.

2.3.1. A representative from the Division of Emergency Management & Homeland Security, or their designee, must be present at all face-to-face interviews.

- 2.4. Municipal representatives involved in the interviews should include the following, as well as any others identified by the Municipality:
 - 2.4.1. Highway Department
 - 2.4.2. Department of Public Works
 - 2.4.3. Town Officials
 - 2.4.4. Emergency Management Director or Coordinator
 - 2.4.5. Fire Department
 - 2.4.6. Police Department
 - 2.4.7. Emergency Medical Services – Ambulance or First Response Agency
 - 2.4.8. Water/Wastewater Department
 - 2.4.9. Other agencies as identified during development
- 2.5. Products produced should include:
 - 2.5.1. Each Agency/Municipality participating in the assessment will receive an inclusive document detailing current status, identification of end state, map of specific trainings, titles and access point to trainings to address identified training gaps.
 - 2.5.2. One comprehensive report detailing all of the individual assessments conducted.
 - 2.5.3. Presentation of individual Agency/Municipality results to those assessed and the Division of Emergency Management & Homeland Security of the results.
- 2.6. Agencies/Municipalities will be chosen to participate by the Division of Emergency Management & Homeland Security with the following parameters:
 - 2.6.1. The Department of Public Safety, to include the Division of Emergency Management & Homeland Security, the Division of Fire Safety, and the Vermont State Police, for a total of three (3) state assessments.
 - 2.6.2. Local municipalities will include three (3) per Public Safety District, which there are four (4) in the State, for a total of twelve (12) local assessments including in each Public Safety District one (1) large sized community, one (1) medium sized community, and one (1) small sized community.
- 2.7. After initial assessment, additional assessments may be requested and the optional second year of the contract may be realized. Extension of work will be based on initial results and funding availability.
- 2.8. Non-proprietary methods for completion of the assessment must be utilized and shared with DEMHS.
- 2.9. All documentation generated as a result of meetings and/or discussions must be provided electronically no later than the end of the contract period to the Division of Emergency Management & Homeland Security.
- 2.10. Contractor must provide written meeting minutes following every meeting and/or discussion relating to the assessment to the Division of Emergency Management & Homeland Security's Point of Contact for the assessment.
- 2.11. All Fiscal Year 2013 Homeland Security Exercise Grant Program Guidance regarding specific requirements must be followed as appropriate.
- 2.12. Oversight on activities will be provided by the Division of Emergency Management & Homeland Security's Field Operations Chief.
- 2.13. Any publication or sign produced or distributed or any publicity conducted in association with this project must provide credit to Department of Homeland Security and the Division of Emergency Management & Homeland Security as follows: "Funding provided by the Department of Homeland Security (DHS) administered by the Vermont Department of Public Safety, Division of Emergency Management & Homeland Security."
- 2.14. The contractor must obtain written approval from the Division of Emergency Management & Homeland Security prior to distribution or publication of any printed material prepared.
- 2.15. The Bidder agrees to keep the information related to the Division of Emergency Management & Homeland Security and all related local governments confidential. Other than the reports submitted to the

Division of Emergency Management & Homeland Security, the bidder agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner of form or authorize or permit others to do so. Bidder will take reasonable measures as are necessary to restrict access to the information, while in the Bidder's possession, to those employees on his/her staff and the agency who must have the information on a "need-to-know" basis, and (s)he agrees to immediately notify, in writing, the Division of Emergency Management & Homeland Security's Authorized Representative in the event(s) (s)he determines or has reason to suspect a breach of this requirement.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
- 3.2. **WORKER'S COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT:** The Department of Public Safety in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months.

- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a bidder's response to be considered valid bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

- 3.3. **AVAILABILITY:** Assessment should be conducted and reports completed within twelve (12) months.
- 3.4. **METHOD OF ORDERING:** Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.
- 3.5. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
- 3.6. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Public Safety, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract

3.7. METHOD OF AWARD:

3.7.1. **CONTRACT AWARD:** Awards will be made in the best interest of the State. The State may award one contract and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

3.7.2. **EVALUATION CRITERIA:** Three or more qualified individuals will independently evaluate each proposal on Factors 3.7.2.1 through 3.7.2.5. An average score will be computed based on those independent evaluations.

- 3.7.2.1. **PRIOR EXPERIENCE:** Completed work of similar type; Quality of written Reports; experience with training assessments; prior interactions and work with state and local agencies and municipalities.

- 3.7.2.2. **ORGANIZATION SIZE AND STRUCTURE:** Offerer's firm in relation to the work to be performed.
- 3.7.2.3. **QUALITY OF STAFF AND SUPERVISORS:** Qualifications of staff to be assigned; Supervision to be exercised over staff by firm's management, education, position in firm, years and types of experience will be considered.
- 3.7.2.4. **UNDERSTANDING OF WORK:** Offerer's understanding of work to be performed. This will be determined by the approach to the work and the time estimates to perform each activity; quality of understanding of work; adequate staff to meet deadlines; realistic time estimates for each activity. This should include a detailed description of process to be utilized.
- 3.7.2.5. **COST**
- 3.8. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
- 3.9. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.
- 3.10. **PERFORMANCE MEASURES:** In keeping with the intent of the 2010 State of Vermont (SOV) Challenges for Change initiative, all contracts developed with the SOV must contain performance measurements that ensure the best value is received by the State for the funds expended. These may include measures such as meeting or exceeding specific timelines, meeting or exceeding specific measureable performance goals, etc. These measures may also include rewards or sanctions, specifically, the possibility of bonuses paid for superior performance, and decreases in the amount paid for inferior performance.

Please address in your proposal what types of performance measurements you would suggest be included in your potential contract that would allow the SOV to assess your performance under the contract and ensure that the best value is attained for the SOV.

These performance measures will be determined during the contract negotiation process.

Proposed performance measures include:

- 3.10.1 Monthly reports on works completed since the last report
- 3.10.2 Detailed documentation outlining process and meeting minutes
- 3.10.3 Agency/Municipal is provided accessible training
- 3.10.4 Agency/Municipal evaluations, scoring at least 80% satisfaction over all
- 3.10.5 Presentation of findings at the completion of each Agency/Municipal assessment
- 3.10.6 Presentation of findings at the completion of the contract summarizing all of the findings
- 3.10.6 Consequence of not meeting these will be non-renewal of the contract
- 3.11. **DEFAULT:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
- 3.12. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also

reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

- 3.13. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
 - 3.14. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
 - 3.15. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Department of Public Safety. Verbal instructions or written instructions from any other source are not to be considered.
 - 3.16. **AMENDMENTS:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
 - 3.17. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.
- 4.1. **NUMBER OF COPIES:** Submit three original bids.
 - 4.2. **IDENTITY OF PREPARER(S).** A statement-identifying the individuals who were involved in the preparation of the proposal as well as a single point of contact for clarification of information must be included. A brief description of the firm, which includes its history, organization structure and size.
 - 4.3. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in conducting training needs assessments with state and local officials. Resumes with detailed qualifications and levels of competence of individuals to be assigned to the project. This should include the total number of such individuals at each level and the estimated hours to be spent by each.
 - 4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
 - 4.5. **NARRATIVE:** Provide a point-by-point narrative that states how they will meet the requirements of this Request for Proposal.
 - 4.5.1. **STATEMENT AND DISCUSSION:** The Offerer's analysis of the RFP requirements. This should include: A proposed scope of work with an explanation of technical approaches and a detailed outline of the proposed program for executing the objectives of the RFP. A description of the number of direct hours of activity by each principal who will work on the project, broken out by major activity. Anticipated major difficulties and problem areas, together with potential or recommended approaches for their solution.
 - 4.5.2. **DESCRIPTION AND RATIONAL:** Include an explanation as to why the intended approach submitted is better than any other approach which could be employed. Why the number of direct hours proposed will be sufficient to the task. A statement of the extent to which the proposed approach and program can be expected to meet or exceed requirements and specifications of the scope of work. A work plan for the engagement including the appropriate starting and ending dates of specific activities, and the issuance date of the final reports and presentation.
 - 4.6. **REPORTING REQUIREMENTS:** The final report will be submitted to the staff member from the Division of Emergency Management & Homeland Security assigned to assist in the training needs assessment. This report must be submitted to the Division of Emergency Management & Homeland Security member.

- 4.7. **PRICING:** A statement of whether the contractor will be reimbursed on a time and material basis or on a fixed price basis. Division of Emergency Management & Homeland Security does not have a preference on whether the proposal is time and materials or fixed price.
- 4.7.1. **TIME AND MATERIAL:** If time and material compensation is desired, the cost proposal should indicate the estimated maximum total cost with a breakout of fees for staff time, showing the level of staff to be assigned, titles, hourly rates, and estimated number of hours. Travel expenses, including transportation costs, lodging, and subsistence.
- 4.7.2. **Operational Cost to Hold Face-to-face Interviews:** Facilities to hold the face-to-face interviews and any appropriate food for the workshops will be coordinated by Division of Emergency Management & Homeland Security and is NOT expected to be included in the Offer's proposal.
- 4.8. **CERTIFICATE OF COMPLIANCE:** This form **must be completed** and submitted as part of the response for the proposal to be considered valid.
- 4.9. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SELF REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.10. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SUBCONTRACTOR REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.11. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

- 5.1. **CLOSING DATE:** The closing date for the receipt of proposals is **March 14, 2014, 3:30 p.m.**
- 5.2. The bid opening will be held at 103 South Main Street, Waterbury, VT 05671-2101 and is open to the public.
- 5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Department of Public Safety, 103 South Main Street, Waterbury, VT 05671-2101. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE BID NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**
- 5.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Department of Public Safety located at 103 South Main Street, Waterbury, VT 05671-2101 by the time of the bid opening. Bids not in possession of the Department of Public Safety at the time of the bid opening will be returned to the vendor, and will not be considered.
- 5.3.2. Department of Public Safety may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://www.vermontbusinessregistry.com/BidSearch.aspx?type=5>.
- 5.3.3. All bids will be publically opened. Typically, the Department of Public Safety will open the bid, read the name and address of the bidder, and read the bid amount. However, the Department of Public Safety reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Department of Public Safety determines that the nature, type, or size of the bid is such that the Department of Public Safety cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.
- 5.4. **DELIVERY METHODS:**
- 5.4.1. **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Department of Public Safety prior to the time of the bid opening.
- 5.4.2. **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery

packages will not be considered received by the State until the express delivery package has been received and time stamped by the Department of Public Safety.

5.4.3.HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.4.4.ELECTRONIC: Electronic bids will not be accepted.

5.4.4.1. FAX BIDS will not be accepted

6. ATTACHMENTS:

6.6.1.Attachment C: Standard State Contract Provisions (July 1, 2012)

6.6.2.Certificate of Compliance

6.6.3.Workers' Compensation; State Contracts Compliance Requirement; re

6.6.4.Self Reporting Offshore Outsourcing Questionnaire

6.6.5.Exercise Cost Guidance

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

Revised 7/1/2012

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal

10. Records Available for Audit: The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

Revised 7/1/2012

RFP/PROJECT:
DATE:

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Department of Public Safety within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions. **The bidder must agree to the State's Standard contract provisions for their RFP response to be considered.**

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

Insurance Certificate(s): Attached _____	Will provide upon notification of award _____
Delivery Offered: _____ days after notice of award	Terms of Sale: _____ (If Discount)
Quotation Valid for: _____ days	Date: _____
Name of Company: _____	Contact Name: _____
Address: _____ _____	Fax Number: _____
	E-mail: _____
By: _____ Signature (Bid Not Valid Unless Signed)	Name: _____ (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Public Safety in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Public Safety in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date

Homeland Security State Program Exercise Cost Guidance – Fiscal Year 2013

Exercise Activities

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes One, Two, and Three contain guidance for exercise design, development, conduct, evaluation, and improvement planning. HSEEP Volume Four provides sample exercise materials, and HSEEP Volume Five: Prevention Exercises contains guidance and recommendations for designing, developing, conducting, and evaluating prevention-focused exercises. All volumes can be found at <http://hseep.dhs.gov>.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

All Urban Areas are required to develop a Multi-year Training and Exercise Plan and submit it to FEMA on an annual basis. This plan must tie into the Multi-year Training and Exercise Plan developed by the State and aligns with the Urban Area Homeland Security Strategy. Further, Urban Areas are encouraged to develop a Multi-year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

Urban Areas are eligible to apply for exercise direct support, but must do so in coordination with the SAA. Direct support exercises provided to Urban Areas will count against the amount of direct support allotted to the State for FY 2013.

Exercise Requirements:

1. Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (T&EPW). A Multi-year Training and Exercise Plan must be produced from the T&EPW and submitted to the State's respective Exercise Manager and Program Analyst. This plan must be updated annually.

The Training and Exercise Plan will include the State's training and exercise priorities, associated capabilities, and a multi-year training and exercise schedule. The Plan and the schedule must both be submitted within 60 days of the workshop and should reflect all exercises that are being conducted throughout the State. All scheduled exercises must be entered through the National Exercise Schedule (NEXS) Application, which is located on the HSEEP website. A template of the Multi-year Training and Exercise Plan can be found in HSEEP Volume guidance and on the HSEEP website (<https://hseep.gov>) under the Sample Exercise Documents section.

States must complete a cycle of exercise activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

Further guidance concerning Training and Exercise Plan Workshops can be found in the HSEEP Volumes.

2. Exercise Scenarios. The scenarios used in HSGP-funded exercises must be based on the State's/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size, as defined by the National Response Framework.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

3. Models, Simulations and Games (MS&G). Grantees who wish to expend funds on models, simulations, or games (MS&G) must consult with "*Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III,*" which provides an overview and analysis of existing models, simulations, and games. Grantees can also consult with the MS&G Decision Support System, which automates the aforementioned report into a searchable database. Both the report and system are available through the HSEEP website.

4. Special Event Planning. If a State or Urban Area will be hosting an upcoming special event (e.g., Super Bowl, G-8 Summit); they anticipate participating in a Tier 2 National-Level Exercise as defined by the National Exercise Program Implementation Plan (NEP I-Plan); or they anticipate that they will apply to be a venue for a Tier 1 National-Level Exercise, as defined by the I-Plan, they should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for that event. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

5. Exercise Evaluation. All exercises will be performance-based and evaluated. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to FEMA within 60 days, following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through Exercise Evaluation Guides (EEGs) found in HSEEP Volume IV. All applicants are encouraged to use the Lessons Learned Information Sharing System (LLIS.gov) as a source for lessons learned and to exchange best practices.

6. Self-Sustaining Exercise Programs. States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

7. Role of Non-Governmental Entities in Exercises. Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be

included in the planning, conduct, and evaluation of an exercise. State and local jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by nongovernmental entities, defined as the private sector and private non-profit, faith based, community, volunteer and other non-governmental organizations. Nongovernmental participation in exercises should be coordinated with the local Citizen Corps Council(s).

MMRS Exercises. The scenarios used in MMRS exercises should focus on incidents that would be catastrophic to the grant implementer's community and/or have national impact caused by any hazard. Grantees are encouraged to use scenarios with a focus on medical issues related to preparedness and response. Scenarios should test appropriate Target Capability that supports the MMRS mission.

Citizen participation in exercises is strongly encouraged and should be coordinated with the local Medical Reserve Corps and Citizen Corps Council. Volunteer roles and responsibilities include, but are not limited to, backfilling non-professional tasks for first responders deployed on exercise planning and implementation, providing simulated victims, media, and members of the public; supporting surge capacity functions; and participating in the after-action review.

MMRS jurisdictions, in coordination with regional, Urban Area, and State exercise and public health officials, are expected to schedule, design, conduct, and evaluate mass casualty exercises that are in compliance with both FEMA and CDC Public Health Emergency Preparedness Cooperative Agreement Exercise requirements and guidance.

CCP Exercises. Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, or national level, to include the Top Officials Exercise (TOPOFF).

Allowable Exercise Costs

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise –** Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants –** Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill –** Overtime and backfill costs associated with the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable (see above).

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of space/locations for exercise planning and conduct, rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).