

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-10**

**A RESOLUTION APPROVING A MASTER AGREEMENT FOR
DISASTER AID SERVICES BETWEEN THE COMMONWEALTH
OF KENTUCKY AND TETRA TECH, INC.**

WHEREAS, the Commonwealth of Kentucky and Tetra Tech, Inc. have entered into a Master Agreement ("Contract") to provide disaster aid services across the Commonwealth; and

WHEREAS, Tetra Tech, Inc. shall provide the Commonwealth of Kentucky with disaster aid services as required by the Kentucky Division of Emergency Management (KYEM) of the Department of Military Affairs (DMA); and

WHEREAS, Tetra Tech, Inc. will support the 2024 Chemical Stockpile Emergency Preparedness Program (CSEPP) Full-Scale Exercise (FSE) in Madison County, Kentucky under Tetra Tech's Contract with the State of Kentucky numbered MA 758 2300001244; and

WHEREAS, Madison County CSEPP's portion of the Contract shall not exceed \$50,515.00;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Hughes, seconded by Combs.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

R-20
Reagan Taylor
Madison County Judge Executive

1-23-2024
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

1-23-2024
Date

**MADISON COUNTY, KY
AND
TETRA TECH, INC.**

**MUTUAL AGREEMENT FOR DISASTER AID SERVICES
PURSUANT TO COMMONWEALTH OF KENTUCKY CONTRACT No. MA 758 2300001244**

This contract entered into, by and between, **Madison County, Kentucky**, located at 560 S. Keeneland Drive, Richmond, KY 40475, hereinafter called "COUNTY", and **Tetra Tech, Inc.**, located 2301 Lucien Way, Suite 120, Maitland, FL 32751 hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to the Commonwealth of Kentucky contract for disaster aid services, Contract No. MA 758 2300001244, dated June 1, 2023 ("Commonwealth Contract"), the COUNTY desires to enter into an agreement for the services described therein; and

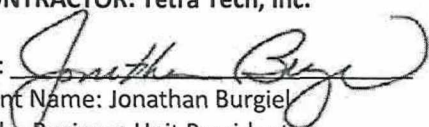
WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the COUNTY as described in the Commonwealth Contract.

NOW THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

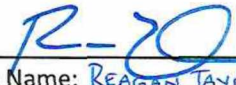
1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the Commonwealth Contract. With the exception of references to specific Commonwealth lists, manuals, procedures, policies, departments, when the "Commonwealth" is mentioned in the Commonwealth Contract, per this Agreement, "Commonwealth" shall be replaced with "COUNTY."
2. The CONTRACTOR agrees to furnish all labor, material, and the skill necessary for the entire work effort as set forth in the Commonwealth Contract, and to the satisfaction of the COUNTY or its duly authorized representative.
3. The COUNTY agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
4. This Contract will become effective upon the date of execution and will remain in effect as provided in the Commonwealth Contract.
5. Any approvals from Commonwealth Staff required in the Commonwealth Contract, such as approvals by the KYEM Director, will be granted by the County Manager or his/her designee.

In WITNESS WHEREOF, the undersigned have executed this Contract on the day and year first written below.

CONTRACTOR: Tetra Tech, Inc.

By: 
Print Name: Jonathan Burgiel
Title: Business Unit President
Date: January 23, 2024

MADISON COUNTY, KY

By: 
Print Name: REAGAN TAYLOR
Title: JUDGE EXECUTIVE
Date: 1/24/2024

ATTACHMENTS:

Exhibit A: Kentucky RFP 758 2300000209 for Disaster Aid Services

Exhibit B: Kentucky Contract No. MA 758 2300001244



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 5

TITLE: Disaster Aid Services		
Date Issued: 01/20/2023 Record Date: 01/20/2023	Solicitation Closes Date: 01/30/2023 Time: 15:30	Solicitation No: RFP 758 2300000209
Reason for Modification The purpose of the addendum is to answer vendor questions. The closing date of the solicitation is now January 30, 2023 at 3:30 PM ET.		
Online Bidding Prohibited: No		
For Information Call: Daniel Salvato 502-564-5862		Bid Receiving Location: Bid Receiving See Terms & Conditions for Bid Submission Instructions Other KY
Vendor Customer Number: Vendor Name: Phone Number: Fax Number: Email Address:		
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	
Ownership Type ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other		

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ Date _____

All offers subject to all terms and conditions contained in this solicitation.



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 5

Line Items**Commodity Group:** Default Commodity Group

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
1	Disaster Aid Services				

Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
99030	Disaster Relief Services			

Extended Description

Please use Cost Proposal Sheet located at the end of the Terms and Conditions.

Shipping Information			Billing Information		
DMA - Division of Emergency Management			DMA - Division of Emergency Management		
100 Minuteman Pkwy			100 Minuteman Pkwy		
Bldg 110			Bldg 110		
Frankfort	KY	40601	Frankfort	KY	40601



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 5

Submission Checklist

The following items will be required to be submitted with bid:

Item

	Document Description	Page 4
2300000209	Disaster Aid Services	

ELECTRONIC PROPOSAL SUBMISSION CHECKLIST

Proposals shall be received by electronic submission in the eProcurement system.

An electronic proposal shall be authorized by the proper agent of the firm by the act of submitting it electronically through the eProcurement system.

Proposal information **MUST** be completed online. Response must contain all required information for the Solicitation. All bidders **MUST** be registered in the Commonwealth eProcurement System via the Vendor Self Service System at <https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService>

Allow 24 – 48 hours to complete Vendor Registration. Vendors must be logged in to their Vendor Self Service (VSS) account in order to submit a response. Registrations completed the day of bid closing must be completed by the Vendor in the VSS portal. The Customer Resource Center is not able to complete registrations and activate accounts on the same day. Closing dates will not be extended for Vendors not registered by the date/time of the bid closing. Vendor Self Service Registration Guides are provided at <https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx>

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged. If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357).

Proposals shall be submitted in three (3) parts: The Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document attachment. Do not submit multiple document attachments as Technical, Cost or Proprietary. All files shall be labeled accordingly. Attachments may not exceed 65,000 KB.

Proposals submitted online must be in an "Accepted" status and shall be assigned a date and time stamp from the eProcurement system at the time of final acceptance and formal submission by the vendor. **The system will not allow submission of an online proposal after the published date and time for closing.**

A proposal may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time. An electronic offer may be modified by applying the appropriate electronic signature and following the procedure in the state's eProcurement signature.

	Document Description	Page 5
2300000209	Disaster Aid Services	

The vendor **MUST** include the following with the proposal submission.
If the items below are not submitted with the proposal submission,
the Commonwealth **MUST** deem the proposal non-responsive and
SHALL NOT consider for award.

*PROPOSED TECHNICAL SOLUTION

*PROPOSED COST SOLUTION

TRANSMITTAL LETTER [see Section 60.6(A)]

All other items **MUST** be submitted prior to award.

REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION (see
Section 60.6 (C))

CERTIFICATE OF AUTHORITY- REGISTRATION WITH SECRETARY OF STATE
BY A FOREIGN ENTITY [see Section 60.6 (D)]

REQUIRED ANNUAL AFFIDAVIT AND OTHER AFFIDAVIT(S) [see Attachment C]

EEO FORMS IF APPLICABLE [see Section 40.21]

	Document Description	Page 6
2300000209	Disaster Aid Services	

Commonwealth of Kentucky
Request for Proposal (RFP)
For
DISASTER AID SERVICES
RFP 758 2300000209

Release Date: November 29, 2022
CLOSING DATE AND TIME ~~January 12, 2023~~
~~January 20, 2023 at 3:30pm ET~~
January 30, 2023 at 3:30pm ET

(See Section 10.9 of this RFP for the Estimated Schedule of RFP Activities)

Issued by
The Finance and Administration Cabinet

Commonwealth Buyer:
Daniel Salvato, CPPB, KCPM
Purchasing Agent

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
200 MERO STREET, 5TH FLOOR
FRANKFORT KY 40622
(502) 564-5862
Daniel.salvato@ky.gov

TABLE OF CONTENTS

Proposal Submission Checklist

Section 10 – Introduction and Overview
 Section 20 – Background and Present System Summary
 Section 30 – Not Applicable to this Procurement
 Section 40 – Procurement Requirements
 Section 50 – Scope of Work
 Section 60 – Proposal Submission
 Section 70 – Proposal Evaluation

	Document Description	Page 7
2300000209	Disaster Aid Services	

Section 80 – Negotiations

SECTION 10 – INTRODUCTION AND OVERVIEW

10.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. The Department of Military Affairs / Kentucky Division of Emergency Management (KYEM) is seeking to award up to five master agreements to provide Disaster Aid Services.

10.2 Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of The Department of Military Affairs / Kentucky Division of Emergency Management (KYEM). The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

10.3 Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by vendors in preparing the response.

The solicitation, addenda, and attachments shall be posted to the Kentucky Vendor Self Service link at <https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService>

It is not necessary to register to access the solicitation. Unregistered vendors can access solicitations by clicking on public access.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the vendor's response, the version as issued shall prevail.

10.4 RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

- o Proposer, Offeror, Contractor, Provider, or Vendor
- o Commonwealth Buyer, Buyer, Purchaser, or Contract Officer

	Document Description	Page 8
2300000209	Disaster Aid Services	

- o RFP, Solicitation, or Procurement
- o Bid, Proposal, or Offer
- o Commonwealth of Kentucky, Commonwealth, or State, Agency, The Department of Military Affairs / Kentucky Division of Emergency Management (KYEM)
- o Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
- o Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year
- o **Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement**

10.5 Restrictions on Communications

The Commonwealth Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail,), concerning this procurement shall be addressed to the Buyer.

For violation of this provision, the Commonwealth shall reserve the right to disqualify the vendors' proposal response.

10.6 Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.9 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at daniel.salvato@ky.gov . **Vendors should submit questions on Attachment D Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 10.9 unless the question(s) is considered material to the procurement. The Commonwealth shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky Vendor Self Service site.

10.7 Notification of Award of Contract

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as the Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at

	Document Description	Page 9
2300000209	Disaster Aid Services	

<https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService>.

Vendors can search for the solicitation title or number in the keyword search field or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to awarded. The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an award of contract will be provided.

For additional award information, vendors may email the Commonwealth Buyer.

10.8 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**HOLLY M. JOHNSON, SECRETARY
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

10.9 Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

	Document Description	Page 10
2300000209	Disaster Aid Services	

Anticipated Schedule of Activities

Release of RFP	November 29, 2022
1 st Set Of Vendors' Written Questions due by 12:00 PM ET (SUBMIT QUESTIONS ON ATTACHMENT D-VENDORS' QUESTION FORM)	December 8, 2022 at 11:00 AM ET
Commonwealth's Response to 1 st Set of Vendors' Written Questions and Deviations	~~December 15, 2022~~ December 20, 2022
2 nd Set Of Vendors' Written Questions due by 12:00 PM ET (SUBMIT QUESTIONS ON ATTACHMENT D-VENDORS' QUESTION FORM)	~~January 2, 2023~~ January 6, 2023 at 11:00 AM ET
Commonwealth's Response to 2 nd Set of Vendors' Written Questions	~~January 4, 2023~~ January 11, 2022
Proposals due by 3:30 PM ET	~~January 12, 2023~~ ~~January 20, 2023~~ January 30, 2023

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background

The Kentucky Division of Emergency Management of the Department of Military Affairs, as created by Kentucky Revised Statutes 39A, is responsible for the coordination of disaster and emergency services for the Commonwealth. These duties involve the preparation for, response to, recovery from, and mitigation of emergency and disaster events. In such instances where KYEM personnel resources are not sufficient for the efficient and proper operation of the Kentucky State Emergency Operations Center (SEOC), the provision of emergency supplies and technical support to local governments, planning, volunteer coordination, implementation of individual assistance, the assessment of event damages, and the identification of state and federal response, recovery, and mitigation assistance, and the continuation of critical programs; it is imperative that the agency have the capacity to rapidly request the services of trained emergency management personnel to assist with disaster activities.

SECTION 30 – NOT APPLICABLE TO THIS PROCUREMENT

	Document Description	Page 11
2300000209	Disaster Aid Services	

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx> and <https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

40.2 Contract Components and Order of Precedence

The Commonwealth's acceptance of the contractor's offer in response to the solicitation, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

40.3 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

40.4 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.5 Type of Contract

The contract proposed in response to this solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is

	Document Description	Page 12
2300000209	Disaster Aid Services	

specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

40.6 Contract Usage

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

40.7 Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

40.8 Changes and Modifications to the Contract

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

	Document Description	Page 13
2300000209	Disaster Aid Services	

40.11 Assignment

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

40.13 Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

40.14 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

40.15 Commonwealth Property

The contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

40.16 Confidentiality of Contract Terms

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

	Document Description	Page 14
2300000209	Disaster Aid Services	

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17 Confidential Information

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

40.18 Advertising Award

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

40.19 Patent or Copyright Infringement

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment,

	Document Description	Page 15
2300000209	Disaster Aid Services	

materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
- B. the modification of such product or part unless such modification was made by the contractor
- C. the use of such product or part in a manner for which it was not designed

40.20 Permits, Licenses, Taxes and Commonwealth Registration

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

40.21 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

	Document Description	Page 16
2300000209	Disaster Aid Services	

<https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx>

40.22 Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

40.23 Bankruptcy

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

40.24 Conformance with Commonwealth & Federal Laws/Regulations

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

40.25 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor

	Document Description	Page 17
2300000209	Disaster Aid Services	

also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

40.27 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

40.28 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

40.29 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. ***The Finance and Administration Cabinet will not disclose any portions of the proposals prior to Contract Award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees.*** After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

	Document Description	Page 18
2300000209	Disaster Aid Services	

Informational areas which normally might be considered proprietary shall be limited to **individual personnel data, customer references, selected financial data, formulae, and financial audits** which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the ***vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each file containing such information. Proprietary information shall be submitted separately and identified as "Proprietary Data".*** Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

40.30 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

40.31 Limitation of Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

40.32 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

	Document Description	Page 19
2300000209	Disaster Aid Services	

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request

	Document Description	Page 20
2300000209	Disaster Aid Services	

the United States to enter into such litigation to protect the interests of the United States.

40.33 Vendor Notification – Ineligible for Award

The Commonwealth will not consider or evaluate any proposal submitted by a vendor when the vendor, the vendor's employees or agents, had any involvement, contribution or participation in the development, preparation or review of this RFP prior to its issuance. The vendors proposal will be deemed ineligible for award.

40.34 Past Vendor Performance

Past vendor performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

40.35 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

SECTION 50 – SCOPE OF WORK

50.1 Agencies to Be Served

This contract shall be for use by All State Agencies. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

50.2 Term of Contract and Renewal Options

The initial term of the contract shall be for a period of **2 years** from the effective date of the Award of Contract.

This contract may be renewed at the completion of the initial contract period for **4 additional 2 year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

	Document Description	Page 21
2300000209	Disaster Aid Services	

At the end of the contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

50.3 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

	Document Description	Page 22
2300000209	Disaster Aid Services	

- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 Notices

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

50.5 Subcontractors

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

50.6 Scope of Work/Technical Requirements

The Kentucky Division of Emergency Management Division (KYEM), Department of Military Affairs, seeks the services of qualified contractor or contractors to provide pre-trained, highly qualified personnel to support its preparedness, response, recovery, and mitigation operations. These personnel will aid in all areas of emergency management to include but not limited to:

To cover the following areas:

**SEOC Operations
Incident Management Team
Logistics Support
Volunteer Coordination
Public Assistance
Individual Assistance
Hazard Mitigation
Public Information
Information Technology
Logistics
Declaration Requests
Procurement
Resource Distributions
Planning**

	Document Description	Page 23
2300000209	Disaster Aid Services	

Sheltering Debris

These personnel may be required to perform their assignments at the Kentucky State Emergency Operations Center, FEMA Joint Field Offices, state Area Offices, regional control centers, or in the actual impacted areas of the state.

Provision of personnel, when needed, will be made under request(s) by KYEM using the awarded contract, which will specify services to be performed. Due to the nature of disaster events, the Contractor shall be capable of responding to the requests of KYEM in placing personnel and resources at any assigned location(s) to operate and fulfill tasks within 48 hours of notification from KYEM. The Contractor must be able to demonstrate the availability or adequate personnel and resources to fulfill the responsibilities listed below, across multiple projects, even if holding existing contracts with other states.

Under the terms of this contract and as requested by KYEM, the Contractor shall submit appropriate and relevant qualifications for all personnel assigned. The Contractor shall provide competent and adequately trained administrative staff to perform personnel tasks required under this agreement. The Contractor shall, prior to this contract and continuing yearly, submit the results of a mandatory employment drug screening, criminal background check, and driver's license check for any person assigned to the agreement. The Contractor shall also be prepared to submit such updated materials at any time during the agreement as requested by KYEM.

KYEM shall retain authority to reject proposed or working staff at the discretion of KYEM. The Contractor shall have 48 hours to replace such people when and if this authority is exercised by KYEM.

All provided staff will be required to have the following training and the contractor will be required to make available training records of all staff prior to filling request.

All provided personnel must have completed Incident Command and National Incident Management Training Courses: IS-100-c, IS-200.C, IS-700.b, and IS-800.b.

Personnel supporting Individual Assistance are required to have completed ICS courses 403 and 772.a.

Emergency Management Institute Required Courses for Volunteer Coordination support staff: IS-244, IS-288, and IS-289

Emergency Management Institute required courses for Public Assistance support staff: IS-1000, IS-1001, IS-1002, IS-1004, IS-1006, IS-1007, IS-1009, IS-1014, IS-1017, IS-1018, and IS-1026.

	Document Description	Page 24
2300000209	Disaster Aid Services	

Emergency Management Institute required courses for Hazard Mitigation support staff: IS-162, IS-212b, IS-329, IS-393, and IS-1014.

Emergency Management Institute required courses for planners: IS-2002 and IS-235C.

Emergency Management Institute required course for public information support: IS-209a.

Emergency Management Institute required course for logistics support: IS-27

Contractor must provide accurate, complete, and timely invoices.

All services will be provided in a professional manner at all times.

Contractor must provide performance reports to KYEM when requested.

STATE EMERGENCY OPERATIONS CENTER (SEOC) SUPPORT TECHNICAL REQUIREMENTS:

Upon direction from KYEM, the Selected Contractor(s) as directed, will:

1. Provide Emergency Operations Center support personnel with experience and/or background in state/federal SEOC operations in one or more of the following areas:

- a. State and County Logistics Support
- b. Disaster Response Planning
- c. Incident Action Plan (IAP) preparation
- d. Public Assistance Program
- e. Individual Assistance Program
- f. Damage Assessments
- g. Volunteer Coordination
- h. Information Technology

	Document Description	Page 25
2300000209	Disaster Aid Services	

i. Public Information Dissemination

j. Other FEMA grant programs

- 2. Provide similar staffing positions at a FEMA Joint Field Officer (JFO) as required.**
- 3. Provide a 24-hour point of contact. The provided point of contact must maintain as contact throughout the life of the event.**
- 4. The contractor will provide staffing of up to two (2) 15- member teams adequate for two (2) 12-hour operational periods per day through the activation of the SEOC.**
- 5. Contractor will provide for food, lodging, and transportation requirements for its personnel unless explicitly supplied by state or local entities.**
- 6. Contractor shall scale personnel requirements within 24 hours notice.**
- 7. Chargeable fees for equipment cannot exceed the FEMA per item fee guidelines. (SEE <http://www.fema.gov/schedule-equipment-rates>)**
- 8. Participation by the contractor in telephone conference calls and virtual meetings to coordinate with the KYEM project manager as needed.**
- 9. Contractor shall develop an initial presentation as follows:**
 - a. An overview briefing and demonstration to KYEM Executive staff to include the Director, Assistant Directors, Chief of Operations, Branch Managers, and other staff deemed necessary.**
 - b. An entrance brief to include overview of assigned personnel, their backgrounds, capabilities, logistical concerns, accomplishments, after action reports of previous experience to include challenges of the incident, and their successes.**
 - c. Electronic and hard copies (only upon request) of the presentations to KYEM including all handout materials.**
- 10. Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners.**

	Document Description	Page 26
2300000209	Disaster Aid Services	

RECOVERY SUPPORT: Personnel supplied by the contractor shall provide services related to recovery from disasters. These individuals shall have a working knowledge and experience with FEMA Recovery programs and will seek to maximize Federal and State assistance to eligible subrecipients.

The Contractor shall have working knowledge of all FEMA recovery programs, regulations, and policies. The Contractor shall also have working knowledge of Category Z Management Cost funding in accordance with FEMA rules, regulations and policies, whether written or implemented in practice.

Upon receipt of Delivery Order the Selected Contractor(s) as directed, will:

1. Provide Recovery support personnel with experience and/or background in the following areas:

- a. Damage Assessments
- b. Public Assistance with FEMA Portal proficiency
- c. Individual Assistance
- d. Volunteer Coordination
- e. Long Term Recovery
- f. Technical Advisor in activity related to the recovery of the current disaster and continuing, as determined by KYEM
- g. 404 and 406 Hazard Mitigation
- h. Preparation of declaration request
- i. Training of applicants

Additional personnel contractor must provide upon request if needed with the following capabilities:

Project Delivery Manager – A customer service representative assigned to work with an applicant from declaration to funding approval; trained in public assistance policies and procedures and will guide the applicant through the steps necessary to receiving funding.

Project Subject Matter Expert – Knowledgeable about eligibility and Special Conditions in the Public Assistance Program who take the

	Document Description	Page 27
2300000209	Disaster Aid Services	

lead in working with the applicant to develop the scope of eligible work for the project, including the cause of damage, dimensions of damage, the work necessary to repair the damage, estimated or actual costs necessary to complete the work, and special considerations associated with the project, such as insurance and hazard mitigation.

Project Officer Specialist – Qualified Project Officers with appropriate advanced qualifications and expertise in the following permanent work categories:

Roads Systems and Bridges
Water Control Facilities
Buildings and Equipment
Utilities
Debris Removal

This individual (project officer specialist) must have the ability to identify and determine the need for expertise professional services in these areas.

Debris Specialist – Having specific expertise in all debris areas of the Public Assistance Program, able to provide technical assistance, counsel to all applicants dealing with debris, must be able to interact with all levels of government, ensures National Environmental Policy Act Requirements are met in all projects. The individual must be knowledgeable of Local, State, and Federal contracting requirements and ensure completeness of information submitted in the FEMA Portal.

Debris Specialists for Demolition of Homes and Commercial Properties – Specific expertise in the debris area of the Public Assistance Program, provide technical assistance, counsel to all applicants dealing with debris, and must be able to deal with all levels of government, and ensure National Environmental Policy Act Requirements are met in all projects. The individual must be knowledgeable of Local, State, and Federal contracting requirements and ensure accuracy of information submitted in the FEMA Portal.

Insurance Specialists – Having specific expertise in the responsibility for compliance with the insurance provisions of the Robert T. Stafford Act as amended. Consistent with Disaster Assistance Policy (DAP) 9580.2, the insurance specialist will have appropriate experience and technical ability to:

Provide insurance related technical support to the State Public Assistance Officer

Review insurance settlement information related to Large and Small Projects

	Document Description	Page 28
2300000209	Disaster Aid Services	

Calculate and make recommendations for Insurance Adjustment during project development

Calculate and make recommendation for Insurance Adjustment after project development or obligation

Project Reviewers – Knowledgeable about eligibility and special considerations in the Public Assistance Program will take the lead in working with the applicant to develop scopes of work and cost estimate for large projects. Reviews all Portal submissions to ensure the proper Scope of Work is written, the cost estimate is correct, that all Federal and State regulations are met, and/or addressed, ensure that all permanent work either has 406 Mitigation or addressed for feasibility.

Close Out Specialist – Provides expertise in closing completing projects of subrecipients for final inspection by FEMA; ensuring all required supporting documentation is complete and auditable.

2. Assist KYEM on technical issues with FEMA, State, and local governments and certain private non-profit entities and make recommendations on possible solutions.

3. Assist with the development and implementation of strategies to maximize the assistance available to the state in Public Assistance and other federal programs.

4. Assist in the implementation of Public Assistance, Hazard Mitigation, and Individual Assistance programs by providing support to managers, applicants, and others as necessary; providing technical guidance and broad support in these areas; assisting applicants in preparing submissions; and other related tasks as necessary.

5. Provide expert programmatic and policy advice on federal disaster relief programs, applicant briefings and related matters to KYEM and other state agencies as assigned by KYEM.

6. Provide technical assistance and support for strategic planning and coordination of statewide, regional and local recovery efforts.

7. Assist KYEM with Public Assistance program activities and provide recommendations and support to ensure consistency with debris management activities and responsibilities.

8. Work directly with FEMA and other federal agencies, as assigned by KYEM, in order to facilitate obtaining appropriate federal assistance required by the state.

	Document Description	Page 29
2300000209	Disaster Aid Services	

9. Assist with ensuring that State policies and procedures are disseminated and implemented by all field staff through coordination with KYEM Recovery Branch Manager.

10. Upon request by KYEM, identify trends and appropriate actions to address issues in the delivery of the Public Assistance Program to minimize difficulties.

11. Assist in the areas of individual assistance programs, mitigation, debris removal communications and public affairs, and information technology as related to recovery efforts.

12. Contractor shall perform sub-recipient monitoring and risk assessments of applicants as directed by KYEM.

13. Provide training and guidance to applicants, subrecipients, local and state officials, and others as directed.

HAZARD MITIGATION:

Provide personnel within five (5) working days of receipt of Delivery Order.

Mitigation Specialist: - Responsible for mitigation grant (Hazard Mitigation Grant Program) coordination and project management. Assist the State Hazard Mitigation Officer in identifying potential hazard mitigation projects; both 404 and 406. Provide technical assistance, advice, and training to potential applicants and community leaders in developing and submitting applications and completing projects. Complete benefit-cost analysis on all projects. Ensure National Environmental Policy Act (NEPA) requirements are met on all projects. Review mitigation project applications for eligibility and feasibility. Initiate state's grant application submittals to FEMA. Perform other duties as assigned.

Contractor shall perform sub-recipient monitoring and risk assessments of applicants as directed by KYEM.

SECTION 60 – PROPOSAL SUBMISSION

60.1 Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

	Document Description	Page 30
2300000209	Disaster Aid Services	

60.2 Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by electronic or written notice by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

60.3 Commonwealth's Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

60.4 Submission of RFP Response

Each qualified offeror shall submit only **one (1) proposal**. **Alternate proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive proposal.

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Failure to specifically acknowledge addenda with submission will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

60.5 Format of Response

A. . Proposals shall be submitted in three (3) parts: the Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document. Do not submit multiple documents as Technical, Cost or Proprietary.

1. **Proposals must be submitted electronically in the eProcurement System: See How to Respond to an Online Bid through the Kentucky Vendor Self Service site.**

- a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**

- b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP number**

	Document Description	Page 31
2300000209	Disaster Aid Services	

- c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP number**

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

60.6 Technical Proposal Content

A. Transmittal Letter

The transmittal letter should be on the vendor's letterhead and signed by an agent authorized to bind the vendor. The transmittal letter should include the following:

*A statement that **deviations** are included, if applicable. Proposed deviations must be outlined in the transmittal letter. Any deviation from the provisions of the solicitation must be specifically identified by the vendor in its proposal, which if successful, shall become part of the contract. Such deviations shall not be in conflict with the basic nature of this solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part.*

- i. A sworn statement that, if awarded a contract as a result of this solicitation, the vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;
- ii. A sworn statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- iii. A sworn statement of that the vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**;
- iv. A statement of certification in accordance with In accordance with Federal Acquisition Regulation 52.209-5, Certification Regarding **Debarment, Suspension, and Proposed Debarment** that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

	Document Description	Page 32
2300000209	Disaster Aid Services	

- v. The name, address, telephone number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver.
- vi. The name, address, telephone number, and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- vii. **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable.
- viii. **Federal Tax ID**

B. Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

C. Kentucky Tax Registration Application

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200.

<https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

D. Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign

	Document Description	Page 33
2300000209	Disaster Aid Services	

entity should identify the applicable exception in its solicitation response.
Foreign entity is defined within KRS 14A.1-070:
<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at:
<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

- E. **Required Annual Affidavit and Other Affidavit(s) (see Attachment C)**
- F. **EEO Forms if applicable (see Section 40.21)**
- G. **Proposed Solution (see Section 60.7)**

60.7 Proposed Solution Content

Response should be based on the RFP requirements and should include the following:

A. Company Experience: Identify at minimum three contracts over the last two years that are similar in size, scope, and capacity as that has been outlined in this solicitation. At minimum contract information should provide: Entity contract length and dates, renewal options and if the contract was not renewed ,reasoning for non-renewal. Please provide a contact point for each contract identified (phone and email address.)

B. FEMA Experience: Demonstrate experience in programmatic disaster response and recovery at the state and local levels and demonstrated FEMA public assistance experience.

C. Grant Programs: Demonstrate knowledge of and understanding of FEMA regulations applicable to the Hazard Mitigation grant programs, as well as Public Assistance, and the Individuals and Households Assistance Program, including other needs assistance (ONA), and the Fire Management Assistance Grant Program (FMAGP).

D. Disaster Recovery Coordination: Demonstrate knowledge of recovery from major disastrous events and coordination efforts needed to effectively maximize the State and FEMA efforts to assist the affected areas and applicants.

E. Project Coordination: Demonstrate experience as Project Coordinator for a State Disaster Recovery Mission or equivalent experience commensurate with the ability to perform the duties as provided in the Statement of Work.

	Document Description	Page 34
2300000209	Disaster Aid Services	

F. Federal Program Experience: Demonstrate knowledge and experience working with Federal Highway Administration (FHWA) Emergency Relief Program, the Small Business Administration (SBA) Disaster Loan Program, the United States Department of Agriculture (USDA) disaster relief programs, and the Natural Resources Conservation Service NRCS) disaster recovery assistance program.

G. Disaster Declaration Experience: Supply list of Presidential Major Disaster Declarations within the past 10 years for which you performed disaster response and/or recovery contract services. Include FEMA DR Number, type of disaster (i.e. flood, hurricane, and severe winter storm), name of client, duration of contract work, and the number of assigned staff and working titles.

H. Staffing: Provide background information, experience, and emergency/ disaster-specific training of senior staff. Resumes and past contracts the staff has previously worked on including Contracts identified in Section A

I. Capacity and Expertise: Provide a description of staffing capacity to include total number of assignable staff broken down by areas of expertise.

J. Training: Provide all training requirements for non-senior staff to include courses and minimum hours of annual training.

K. Disaster Recovery Plan: Submit a sample of a Disaster Recovery Plan created by your company.

DO NOT INCLUDE ANY COST IN THE TECHNICAL RESPONSE. COST SHOULD BE SUBMITTED SEPARATELY

60.8 Cost Proposal Content

The vendor should provide its costs for the proposed solution as instructed on the Cost Proposal Form. (see Attachment B)

The Commonwealth of Kentucky is Tax Exempt. Do not include Federal Excise Tax, Kentucky Sales or Use Tax in proposed costs.

Costs for developing the proposals are solely the responsibility of the offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

	Document Description	Page 36
2300000209	Disaster Aid Services	

Proposed Cost of Solution	480
Maximum Points Possible	480

The scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).

70.4 Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Possible	Points
Oral Presentations/Demonstrations The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through video-conferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations. If required, the highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations	400	
Maximum Points Possible	400	

70.5 Best and Final Offer (BAFO)

In accordance with FAP 111-57-00 (3) (h), the Commonwealth reserves the right to request Best and Final Offers (BAFO).

70.6 Total Proposal Evaluation

Criteria	Maximum Possible	Points
Technical Proposal	1200	
Cost Proposal	480	
Oral Demonstrations/Presentations, if required	400	
MAXIMUM POINTS POSSIBLE	2080	

	Document Description	Page 37
2300000209	Disaster Aid Services	

SECTION 80 – NEGOTIATIONS

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked vendor. In the event the Commonwealth cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on. It is the Commonwealth's intent to award a contract to the vendor with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

	Document Description	Page 38
2300000209	Disaster Aid Services	

COST PROPOSAL

RFP 758 2300000209

DISASTER AID SERVICES

VENDOR NAME: _____

CHARGE SHALL BE ON AN HOURLY BASIS:

Vendors may propose a single hourly rate (one for in operation at the Emergency Operation Center and one for telecommuting) or may propose rates per position.

Option 1:

Service Cost In Office: _____

Service Cost Telecommuting: _____

Option 2:

Logistics Support In Office: _____

Logistics Support Telecommuting: _____

Project Worksheet Reviewers In Office: _____

Project Worksheet Reviewers Telecommuting: _____

Insurance Specialist In Office: _____

Insurance Specialist Telecommuting: _____

Debris Specialist In Office: _____

Debris Specialist Telecommuting: _____

	Document Description	Page 39
2300000209	Disaster Aid Services	

Public Assistance Coordinators In Office:_____

Public Assistance Coordinators Telecommuting:_____

Incident Management Teams In Office:_____

Incident Management Teams Telecommuting:_____

Volunteer Coordination In Office:_____

Volunteer Coordination Telecommuting:_____

Documentation Specialist In Office:_____

Documentation Specialist Telecommuting:_____

	Document Description	Page 41
2300000209	Disaster Aid Services	

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____

Affidavit Expiration Date: _____

Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.
 - g. The bidder or offeror swears and affirms that they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

	Document Description	Page 42
2300000209	Disaster Aid Services	

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature Printed Name

Title Date

Company Name _____

Address _____

Commonwealth of Kentucky Vendor Code (if known) _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

	Document Description	Page 43
2300000209	Disaster Aid Services	

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;**
- 2. Has for one year prior to and through the date of advertisement**
 - a. Filed Kentucky corporate income taxes;**
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and**
 - c. Maintained a Kentucky workers' compensation policy in effect.**

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

	Document Description	Page 45
2300000209	Disaster Aid Services	

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

_____ **A nonprofit corporation that furthers the purposes of KRS Chapter 163**

_____ **Per KRS 45A.465(3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:**

- (a) Is organized and operated in the interest of individuals with severe disabilities; and**
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and**
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and**
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.**

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to

	Document Description	Page 46
2300000209	Disaster Aid Services	

provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

**Subscribed and sworn to before
me by**

(Affiant)

(Title)

of

this ____ day of

____, 20__.

(Company Name)

Notary Public

[seal of notary]

**My commission
expires:**

	Document Description	Page 47
2300000209	Disaster Aid Services	

ATTACHMENT D

How to Respond to Online Bid through the Kentucky Vendor Self Service (VSS) site

Included in this document:

SECTION 1 - LOGGING INTO THE KENTUCKY VENDOR SELF SERVICE (VSS) SITE

SECTION 2 – LOCATING SOLICITATIONS

SECTION 3 – COMPLETING RESPONSE TO AN ONLINE BID

SECTION 4 – WITHDRAWING A RESPONSE

SECTION 1 – LOGGING INTO THE KENTUCKY VENDOR SELF SERVICE (VSS) SITE

1. Access the Kentucky Vendor Self Service (VSS) site at <https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService>
2. If you already have an account, login using your User ID and Password. If you do not have an account, create one by clicking on the Register button. **YOU MUST BE LOGGED IN TO SUBMIT AN ONLINE RESPONSE.**

		eProcurement Kentucky.gov Open Door One Stop Business Kentucky Procurement Technical Assistance Center (PTAC)	
		Welcome to Kentucky's Vendor Self Service System The Kentucky Vendor Self Service (VSS) system allows you, as a payee/vendor, to manage your own account information, view current business opportunities, current catalog items, and much more. This site best viewed with Internet Explorer 8 and Firefox 3.5 or 3.6. If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357). The Help Desk is open Monday through Friday from 8:00 a.m. until 5:00 p.m. EST.	
Guest Access • View Solicitations • View Catalog Items		Help Contact Us	
User ID: Tommy Password: ***** Login Password Reset • Account Maintenance		Announcements 04/29/2015 This is a test of the emergency broadcast system. This is only a test. 05/07/2014 Please verify that the information on your Vendor Record is correct. Please make sure that all email addresses listed are accurate and that you are registered for the appropriate Commodity Codes. 04/21/2014 Please verify that all information is correct on your Vendor Record. View All Announcements	
Register		Contacts Click on link below to view the list of Procurement contacts. Procurement Contacts	
		Forms Click on a form below to either save it to your desktop or open it in Adobe.	

SECTION 2 – LOCATING SOLICITATIONS

	Document Description	Page 48
2300000209	Disaster Aid Services	

1. Once logged into your account click on **Business Opportunities**. All (Open, Closed, Awarded) Solicitations that have posted will appear here.

Account Information | **Business Opportunities** | Solicitation Responses | Catalog Management

Summary | Business Info | Addresses & Contacts | Users | Commodities | Business Types | Service Areas

Account Summary

This page displays a summary of your account information. If you have any questions please contact your Primary Account Administrator or submit a question using the "Help" link at the top of this page.

2. Search for Solicitation

- If you know the Solicitation number enter the 10-digit Document ID in the Keyword Search box
- If you are not sure of the number enter a description in the Keyword Search box
- You can also use the Advanced Search to narrow your results
 - o By Category (Agricultural, Architectural, Chemicals, Clothing, etc.)
 - o By Type (P3 Notice, Request for Bids, Request for Information, Request for Proposals, Request for Quotes)
 - o By Status (Awarded, Closed, Open, Reopened, Cancelled)

Search for Solicitations

Show Me ... [All Solicitations](#) | [My Commodities](#) | [Open Solicitations](#) | [Closing Soon](#) | [Recently Published](#) | [Recent Amendments](#) | [Recent Intents](#) | [Recent Awards](#)

Keyword Search:

Solicitation	Doc Dept/Buyer/Category/Solicitation Type	Dates	Status
Online Bid Documentation RFB - 758 - 1600000477 Summary Details	Office Of The Controller Bob Roder Request for Bids(RFB)	Published On: 1/19/16 Amended On: Closing On: 1/19/16 5:00 PM EST Time Left: 02:45:48 Intent Posted On:	Open

Solicitations | My Watchlist | Bulletin Board

[New Search](#) [Bulletin Board](#)

Solicitation: 1600000477 **Online Bid Documentation**

Issued: 1/19/16 Last Amended: Current Status: Open

Closing Date: 1/19/16 5:00 PM EST Doc Dept: Office Of The Controller
Time Left: 02:43:38 Buyer Name: Bob Roder

Category: Request for Bids(RFB)

Buyer Information: Bob Roder(Bob.Roder@ky.gov) Additional Dates: Bid Opening Date: Award Date:
Phone: 502-564-8097 Fax: Intent Posted Date: More... see Events tab

SECTION 3 – COMPLETING RESPONSE TO AN ONLINE BID

1. From the Details page, click Respond Online box.

2. Solicitation Response:

- **For Request for Bids (RFB) and Request for Quotes (RFQ) complete items 3-7**
- **For Request for Proposals (RFP) complete items 4-7**
- **System will time out after 30 minutes of inactivity. It is recommended that changes are saved frequently. Any changes not saved will be lost if the system times out.**

	Document Description	Page 49
2300000209	Disaster Aid Services	

Solicitations | My Watchlist | Bulletin Board

You have 1 messages
 1: Information: This response hasn't been submitted yet, any print actions will not reference final information.
[View All Details](#) [Submit Question](#)

My Online Response
 Time Left: 02:42:28

Solicitation: 1600000477

Solicitation Summary | Attachments

Solicitation 1600000477

Procurement Folder: 4118701
 Solicitation: 1600000477
 Solicitation Type: Request for Bids
 Description: Online Bid Documentation

On Behalf Of Office: CGI
 Preparer Office: CGI

Solicitation Version Number: 1
 Status: Open
 Issued Date: 1/19/2016
 Closing Date: 1/19/2016
 Closing Time: 5:00 PM
 Time Left: 2 Hours, 44 Minutes
 Public Bid Open Date:
 Public Bid Open Time:
 Phone: 502-564-7300
 Phone: 502-564-7300

My Response
 1 Respond To Lines 2 Criteria Response 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

3. Step 1 – Respond to Lines *(for RFP's skip this go to item 4)*

a) Select your **Response Type**.

- It will default to "Bid"
- If you do not want to bid on a line please select "No Bid"
- When bidding, with a condition, please select "Bid with Condition". Enter your condition in the Comments box.

b) Enter either a Unit Price or Contract Amount.

- If there is an attachment on the Solicitation, such as a Bid Sheet, please enter \$0.01 as the Unit Price and attach that, with your pricing in Step 3.

c) Enter Delivery Days for each line if you enter a Unit Price.

- This is **required**. If it is not applicable, please enter 0 for each Commodity Line.

d) Once completed click **Save** and **Go to Step 2**.

1 Respond To Lines 2 Criteria Response 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

Respond to Lines [No Response for Solicitation](#) [Undo No Response for Solicitation](#) [Copy](#) [Save](#) [Go To Step 2](#) [Exit](#)

Lot 1 of 1 : Default Commodity Group [No Response for Lot](#) [Undo No Response for Lot](#)

Description	Your Offer	Comments
1. TEST	Requested Quantity : 100 EA Response Type : Bid Unit Price : 10 Delivery Days : 10 Total : Alternate Specs Submitted : ☐	

[Additional Specs](#)

4. Step 2 – Submission Checklist

	Document Description	Page 50
2300000209	Disaster Aid Services	

My Response

1 Respond To Lines 2 Submission Checklist 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

The Business Type entries displayed below are from the vendor profile and are shown here for informational purposes.

Business Type	Business Type Name	Weighting Factor %	Dollar Value Cap \$	Include ?
REG	REGULAR			☐

Please see below for all requirements for bid submission.

Criteria	Description	Response Required	Mandatory YES Answer	Response Type Expected	Text Response	Yes/No Response	Date Response	Number Response
Default 1	The face of the solicitation must be signed	Yes	No	None				
Default 8	Proposed technical solution under sealed cover and by closing date and time	Yes	No	None				
Default 9	Proposed cost solution under sealed cover and by closing date and time	Yes	No	None				
Default		Yes	No	None				
Default 10	Bid Information Completed	Yes	No	None				

5. Step 3 – Attach Your Files

Attach any files (Annual Affidavit, Bid Sheet, Catalog, etc.) that are pertinent to your bid submission.

- **For RFP submissions please attach separate documents for Cost, Technical, and Proprietary.**

- **Attachment size is limited to 65,000 KB.**

a) Attach your files using Internet Explorer

Click **Attach Files**

1 Respond To Lines 2 Criteria Response 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

Attach Your Files
(Optional)

If you have files you would like to include as part of your response, click the Attach Files button below.

Attach Files

Manage Your Attachments

The following attachments are currently part of your response. If you need to delete an attachment, click the delete button (X) next to the item you wish to delete.

File Name	Date	User ID	Attachment Type
From 0 to 0 Total: 0 First Prev Next Last			

Add files

Use this page to add the attachments for your Response. Click "Browse" to select a file. The maximum size allowed for each file is 10.0MB.

File 1:		Browse...	Type: Standard
File 2:		Browse...	Type: Standard
File 3:		Browse...	Type: Standard
File 4:		Browse...	Type: Standard
File 5:		Browse...	Type: Standard

Browse and Select your documents. Type will default to Standard, but if it should be Proprietary select that instead.

Once your file is added, Type is selected, click **Attach File**

	Document Description	Page 51
2300000209	Disaster Aid Services	

Add files

Use this page to add the attachments for your Response. Click "Browse" to select a file. The maximum size allowed for each file is 10.0MB.

File 1: Type:

File 2: Type:

File 3: Type:

File 4: Type:

File 5: Type:

Each file that you have uploaded will appear on the Attach Your Files tab.

- If you need to delete any of these files click on the scissors. System will confirm ("Are sure you want to delete this line?") before the file is deleted.
- When you have uploaded or deleted the applicable attachments click **Save** and **Go to Step 4**.

1 Respond To Lines **2 Criteria Response** **3 Attach Your Files** **4 Discounts/Comments** **5 Review/Submit**

Attach Your Files (Optional)

If you have files you would like to include as part of your response, click the Attach Files button below.

Manage Your Attachments

The following attachments are currently part of your response. If you need to delete an attachment, click the delete button (✂) next to the item you wish to delete.

File Name	Date	User ID	Attachment Type
✂ encompassments.docx	1/19/16	Tommy	Standard

From 1 to 1 Total: 1 First Prev Next Last

b) Attach your files using Google Chrome

Click **Attach Files**

1 Respond To Lines **2 Submission Checklist** **3 Attach Your Files** **4 Discounts/Comments** **5 Review/Submit**

Attach Your Files (Optional)

If you have files you would like to include as part of your response, click the Attach Files button below.

Manage Your Attachments

The following attachments are currently part of your response. If you need to delete an attachment, click the delete button (✂) next to the item you wish to delete.

File Name	Date	User ID	Attachment Type

From 0 to 0 Total: 0 First Prev Next Last

Choose File and Select your documents. Type will default to Standard, but if it should be Proprietary select that instead.

Add files

Use this page to add the attachments to your vendor record. Click "Browse" to select a file. The maximum size allowed for each file is 65000 KB.

File 1: No file chosen Type:

File 2: No file chosen Type:

File 3: No file chosen Type:

File 4: No file chosen Type:

File 5: No file chosen Type:

	Document Description	Page 52
2300000209	Disaster Aid Services	

Once your file is added and Type has been selected click **Attach File**.

Add files

Use this page to add the attachments to your vendor record. Click "Browse" to select a file. The maximum size allowed for each file is 65000 KB.

File 1:	Choose File	File Name	Type : Standard
File 2:	Choose File	No file chosen	Type : Standard
File 3:	Choose File	No file chosen	Type : Standard
File 4:	Choose File	No file chosen	Type : Standard
File 5:	Choose File	No file chosen	Type : Standard

Each file that you have uploaded will appear on the Attach Your Files tab.

- If you need to delete any of these files click on the scissors. Verification will be confirmed (Are sure you want to delete this line?) before the file is deleted.
- When you have uploaded or deleted the applicable attachments click **Save** and **Go to Step 4**.

1 Respond To Lines **2 Submission Checklist** **3 Attach Your Files** **4 Discounts/Comments** **5 Review/Submit**

Attach Your Files (Optional)

If you have files you would like to include as part of your response, click the Attach Files button below.

Manage Your Attachments

The following attachments are currently part of your response. If you need to delete an attachment, click the delete button (✂) next to the item you wish to delete.

	File Name	Date	User ID	Attachment Type
✂	Page left blank intentionally.xml	10/29/20	sheibytst	Standard

6. Step 4 – Discounts/Comments

- Only complete this section if you will be giving a Discount or have an Overall Comment for your Bid.
- If you have nothing to enter for these fields, click **Save** and **Go to Step 5**.

1 Respond To Lines **2 Criteria Response** **3 Attach Your Files** **4 Discounts/Comments** **5 Review/Submit**

Discounts (Optional)

If you would like to offer a discount for early payment, please complete the following optional information.

I will offer a % discount for payments made within days of Invoice

I will offer a % discount for payments made within days of Invoice

I will offer a % discount for payments made within days of Invoice

I will offer a % discount for payments made within days of Invoice

Overall Response Comment (Optional)

If you would like to include an overall response comment, please complete the following optional information. If you need more than 1500 characters or have multiple comments, please provide your comments as a file attachment on the 'Attach Your Files' step.

7. Step 5 – Review/Submit

a) Response Submitted Successfully

	Document Description	Page 53
2300000209	Disaster Aid Services	

Account Information Financial Transactions Business Opportunities **Solicitation Responses** Catalog Management

My Responses

Search For My Responses

Show Me ... [All Responses](#) [My Recent Responses](#) [In Progress Items](#) [Closing Soon](#) [My Awards](#) [My Intent to Award](#) [Recent Closings](#)

Keyword Search : [Advanced Search](#)

From 1 to 5 Total: 5

Link to Response	Created By	Response Status	Response Date	Solicitation ID	Status	Closing Date

- b) Review Bid Submission
- c) Resume Response

- Must click Edit

My Response

1 Respond To Lines 2 Submission Checklist 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

Respond to Lines

SECTION 4 – WITHDRAWING A RESPONSE

- Locate your Response on Solicitation Responses tab
- You can only withdraw a bid where the Status is Open

Account Information Financial Transactions Business Opportunities **Solicitation Responses** Catalog Management Grant Opportunities

My Responses

Search For My Responses

Show Me ... [All Responses](#) [My Recent Responses](#) [In Prog](#)

Keyword Search :

From 1 to 10 Total: 10+

Link to Response	Created By	Response Status	Response Date	Solicitation ID	Status	Closing Date
SR-758-ESR2100000088-1		Accepted	12/02/2020	RFP-758-2100000031-2	Open	12/07/2020 03:30 PM EST

- Click on the Response

Link to Response	Created By	Response Status	Response Date	Solicitation ID	Status	Closing Date
SR-758-ESR2100000088-1		Accepted	12/02/2020	RFP-758-2100000031-2	Open	12/07/2020 03:30 PM EST

- Click on Withdraw

My Response

1 Respond To Lines 2 Submission Checklist 3 Attach Your Files 4 Discounts/Comments 5 Review/Submit

Respond to Lines

If no commodity line information is shown below, then click "Go To Step 2" to proceed to the next Response Step.

	Document Description	Page 54
2300000209	Disaster Aid Services	

4. A message will pop up verifying that you want to withdraw your Response

Message from webpage

?

This action will withdraw your Response. Do you want to proceed with this action?

OK

Cancel

5. Click OK

- On your Solicitation Responses tab your Response Status for that bid will be WithDrawn

Account Information	Financial Transactions	Business Opportunities	Solicitation Responses	Catalog Management	Grant Opportu

My Responses

Search For My Responses

Show Me ...

All Responses

My Recent Responses

Keyword Search :

From 1 to 10 Total: 10+

Link to Response	Created By	Response Status	Response Date	Solicitation ID	Status	Closing Date
SR-758-ESR2100000088-1		WithDrawn	12/02/2020	RFP-758-2100000031-2	Open	12/07/2020 03:30 PM EST

	Document Description	Page 55
2300000209	Disaster Aid Services	

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES**

Addendum No. 4

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

The purpose of the addendum is to answer a vendor question that was inadvertently left off from the previous addendum. The closing date of the solicitation is now January 30, 2023.

RFP Section/ Requirement #	Document	Document Page #	Vendor Questions	Commonwealth Response
60.7 Proposed Solution Content; K. Disaster Recovery Plan	RFP	34	Would the Commonwealth please clarify whether proposers should submit a disaster recovery annex (planning document) or a contract workplan for Section K. Disaster Recovery Plan ?	Disaster Recovery Plan should be a post-disaster event created to respond to a disaster event.

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES**

Addendum No. 3

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME

	Document Description	Page 56
2300000209	Disaster Aid Services	

SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

The purpose of the addendum is to answer vendor questions. There are no other changes.

RFP Section/ Requirement #	Document	Document Page #	Vendor Questions	Commonwealth Response
50.6	RFP	23	What is specifically meant by "Public Information Dissemination?" Is that inclusive of press relations, disaster-related public safety communications, digital media and social media, marketing outreach, and/or public workshops?	All of the above are included in Public Information Dissemination.
60.7 Proposed Solution Content Point K Disaster Recovery Plan	RFP	34	Can sample of a Disaster Recovery Plan come from a sub/teaming partner in place of the prime contractor?	The Disaster Recovery plan should come directly from the prime contractor.
50.6 Scope of Work/ Technical Requirements	RFP	56	Are Debris Specialist and Debris Specialists for Demolition of Homes and Commercial Properties the same position since the job description is the same for each? Or is there a different job description of for the role of demolishing homes and commercial properties?	While both are dealing with debris not all debris is involving structures (such as waterways, trees etc.) nor does it involve possible hazardous material.
Electronic Proposal Submittal Checklist	RFP	5	Please confirm if these forms need to be provided at submittal:	The listed forms are required prior to award

	Document Description	Page 57
2300000209	Disaster Aid Services	

			Revenue Form 10A100 Kentucky Tax Registration Application (see Section 60.6 (C)) Certificate of Authority- Registration with Secretary of State by a Foreign Entity [see Section 60.6 (D)] Required Annual Affidavit and Other Affidavit(S) [see Attachment C] EEO Forms if Applicable [see Section 40.21]	
60.7 Proposed Solution Content	RFP	34	Section H. Staffing states, “Provide background information, experience, and emergency/ disaster- specific training of senior staff. Resumes and past contracts the staff has previously worked on including Contracts identified in Section A.” Can the Commonwealth please confirm that only resumes of senior-level staff shall be submitted?	Resumes of senior level staff should be submitted based on project leadership. This should show their understanding of disaster aid relief.
60.7 Proposed Solution Content	RFP		Can the Commonwealth please confirm in which section of the 60.7 Proposed Solution Content (A- K) they would like a narrative detailing the proposed technical approach and strategy to performing work?	Please submit as stated in Section 60.7
50.6	Information Technology	24	Can the Commonwealth please advise in which section of the	Please submit as stated in Section 60.7

	Document Description	Page 58
2300000209	Disaster Aid Services	

			60.7 Proposed Solution Content (A-K) the offeror shall “propose their preferred structure for evaluation” related to Information Technology per Q&A round 1.	
50.6	Scope of Work/Technical Requirements	23	Regarding the required trainings outlined in the RFP, some are currently unavailable on FEMA’s website (e.g. IS-1026, which is required per the RFP for Public Assistance support staff). Are alternate trainings available that staff may complete to satisfy required trainings that are unavailable?	If staff have not previously had the listed training, then the responding vendors should submit trainings that have been completed by staffing for review by the evaluation committee.
50.6	Scope of Work/Technical Requirements	23	Will the specified trainings for staff be required prior to deployment, or are they required immediately upon award?	Trainings if not completed prior shall be completed immediately upon award.
50.6	Scope of Work/Technical Requirements	23	Will previous versions of the same trainings (e.g. IS-100 in lieu of 100-c.) be acceptable to satisfy the required training?	These will be reviewed on a case by case basis based on current training protocol and updates.
50.6	Scope of Work/Technical Requirements	23	In light of the fact that lower-level trainings are required to obtain higher levels (e.g. IS- 100 is required to obtain IS-300), will the Commonwealth accept higher level trainings in lieu of lower level versions (e.g. IS-300 instead of IS-100).	All trainings in the solicitation are required and higher level trainings are not required.
	Attachment	38	Can the State please clarify	Vendors may submit

	Document Description	Page 59
2300000209	Disaster Aid Services	

	B		how labor categories not identified in the cost proposal but are listed within Section 50.6 of the RFP (i.e. Project Delivery Manager, Project Subject Matter Expert, Project Officer Specialist, Project Reviewers, Close Out Specialists, Mitigation Specialist, various SEOC positions, etc.) will be priced if a vendor is awarded a contract?	pricing for additional positions. Only pricing listed in the cost proposal will be utilized for scoring purposes. The Commonwealth reserves the right to negotiate all pricing submitted.
60.7	RFP	34	Are offeror's permitted to provide more than one sample disaster recovery plan in Section K?	Please submit as stated in Section K. Only one sample plan should be submitted.

End of Addendum
Daniel Salvato, CPPB
Commonwealth Buyer

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES

Addendum No. 2

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

	Document Description	Page 60
2300000209	Disaster Aid Services	

The purpose of the addendum is to answer vendor questions. There are no other changes.

RFP Section/ Requirement #	Document	Document Page #	Vendor Questions	Commonwealth Response
60.7 Proposal Solution Content; Section A: Company Experience	RFP	33	Requirement states “Identify at minimum three contracts over the last two years that are similar in size, scope, and capacity as that has been outlined in this solicitation .” Do those minimum three projects in last two years have to be from the prime vendor only, or can they be a combination of prime vendor and their teaming partners?	The responding vendor should identify the contracts.
40.5 Type of Contract; and Attachment B Cost Proposal	RFP	11 (40.5) and 38 (Cost Proposal)	In Section 40.5, the RFP states “contract proposed in response to this solicitation shall be on the basis of a firm fixed unit price for the elements listed in this solicitation.” In the Cost Proposal document the ask is “Vendors may propose a single hourly rate (one for in operation at the Emergency Operation Center and one for telecommuting) or may propose rates per position.” Please clarify what is needed for cost – firm fixed price or hourly rate for service(s)?	Vendors may propose a single hourly rate for all positions (one for at the Emergency Operations Center and one for telecommuting) or break down the pricing by position.
Electronic Proposal Submission Checklist	Terms and Conditions	Page 5	Would the Commonwealth please clarify whether the Revenue Form, Certificate of Authority, Annual Affidavit and Other Affidavits, and the EEO forms are required to be submitted with the proposal or submitted	The forms identified are required prior to award. Vendors not submitting the forms will be contacted by the Commonwealth Buyer the intention to award a master agreement and the required forms.

	Document Description	Page 61
2300000209	Disaster Aid Services	

			upon award?	
Section 10 – Introductions and Overview	Terms and Conditions	Page 7	Would the Commonwealth please clarify whether the contractor would be performing new work only or also taking over current work?	This is dependent on current stages of emergencies in the Commonwealth. It could be either.
Section 10 – Introduction and Overview	Terms and Conditions	Page 10	With January 2 being an observed federal holiday, would the Commonwealth consider changing the vendor's written questions due date?	Please review the updated schedule of RFP Activities in Section 10.9.
Section 10 – Introduction and Overview	Terms and Conditions	Page 10	Would the Commonwealth please confirm the time that vendor's written questions are due?	Please review the updated schedule of RFP Activities in Section 10.9.
Section 50 – Scope of Work	Terms and Conditions	Page 22	Would the Commonwealth please clarify whether “Recourse Distributions” is meant to be “Resource Distributions?”	This has been corrected to Resource Distributions
Section 50 – Scope of Work	Terms and Conditions	Page 27	Would the Commonwealth please clarify whether the Debris scope of work is for debris grant management and communication only?	This is confirmed – grant management and communication only
N/A	N/A	N/A	Would the commonwealth like bidders to include a narrative detailing the proposed technical approach and strategy to performing work? If yes, please advise where in the technical proposal such detail should be included and how it will be factored into evaluation.	Please review Section 60.7 for the Proposed Solution Content

	Document Description	Page 62
2300000209	Disaster Aid Services	

50.6	RFP	23	Can the Commonwealth please confirm that the reference to ICS-403 should be IS-403? ICS-403 is an ICS course for public information officers. IS-403 relates to individual assistance.	This is confirmed – IS-403
50.6	RFP	27	Under “Project Officer Specialist” – please clarify which position “this individual” is referring to in “This individual must have the ability to identify and determine the need for expertise professional services in these areas.”	Clarification – ‘this individual’ refers to A Project Officer Specialist and has been added to the description
N/A	N/A	N/A	Would the Commonwealth be open to support for additional, non-FEMA grant programs, such as HUD, Treasury, SBA, or others?	Yes
60.4	RFP	30	Please clarify where in the proposal response addendum acknowledgement should be included.	In accordance with Section 60.4 : “ Failure to specifically acknowledge addenda with submission will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.” The vendor is not required to acknowledge

	Document Description	Page 63
2300000209	Disaster Aid Services	

				addenda but will be held to any changes in the addendums.
60.7	RFP	34	Section H. Staffing of the proposal states "Contracts identified in Section A." Please confirm that the Commonwealth is requesting that bidders show which of the contracts presented in Section A. Company Experience the staff presented in Section H were involved in.	This has been updated to: Provide background information, experience, and emergency/ disaster-specific training of senior staff. Resumes and past contracts the staff has previously worked on including Contracts identified in Section A
60.7	RFP	34	Please clarify if the sample Disaster Recovery Plan should be a pre-disaster plan with a basis in pre-event planning assumptions, or a post-disaster plan created to respond to a disaster event, or if it refers to an internal information technology-related document maintained by each vendor?	Clarification: Disaster Recovery Plan should be a post-disaster event created to respond to a disaster event.
40.5	RFP	12	Section 40.5 states that the contract shall be on a firm fixed unit price basis. Please clarify that compensation will be invoiced based upon the terms of a task order which may include time and materials, fixed price, or other.	Vendors shall only be compensated for hourly rates.
60.7	RFP	33	Would the Commonwealth consider broadening the time frame for References to more than two years?	Vendors may submit references for longer than two years but two years is the

	Document Description	Page 64
2300000209	Disaster Aid Services	

				minimum.
70.3	RFP	35	Please clarify how the 480 points will be calculated for the cost proposal evaluation.	The Commonwealth does not release this information during the rfp process.
	Attachment B	38	Are any positions eligible to bill hours over 40 hours (overtime) at 1.5 times the base hourly rate? For example, EOC staff augmentation during an emergency situation may require more than 70 hours per week.	No overtime will be paid against the master agreement.
	Attachment B	38	Shall expenses such as travel and other direct employee costs be integrated within proposed hourly rates, or billed separately to the Commonwealth at cost without markup?	Direct employee costs are to be integrated within the proposed hourly rates.
	Attachment B	38	Shall expenses such as specialized equipment and/or other emergency related assets and/or expenses be billed separately?	Equipment is the responsibility of the vendor and only hourly rates shall be paid.
	Attachment B	38	Are firms permitted to provide both options (1 & 2) in responding to the Cost Proposal?	No
	Attachment B	38	Are bidders permitted to add additional positions and/or levels (e.g. senior, mid, junior) within each position if proposing Option 2 in the Cost Proposal?	No
	Attachment B	38	Regarding option 1 - The single rate for Service Cost (Option 1 in the Cost Proposal) may introduce risk for both the Commonwealth and the	Please utilize option 2

	Document Description	Page 65
2300000209	Disaster Aid Services	

			vendor due to the wide variety of events that may arise as a result of a disaster. Would the Commonwealth permit bidders to provide Service Cost rates for each of the functional areas within the scope of work?	
Section 60.8, Cost Proposal Content		Page 40 (34 of 54 of the RFP)	RFP states vendor should provide its costs for the proposed solution as instructed in Cost Proposal Form (see Attachment B). As there was no Attachment B provided with the RFP, should Vendor utilize Page 38, Cost Proposal?	Yes Attachment B is the Cost Proposal Sheet.
Section 60.8, Cost Proposal Content		Page 40 (34 of 54 of the RFP)	Should the Vendor provide rates for additional positions that are not included in the Cost Proposal but are referenced in the Scope of Work (e.g., Project Delivery Manager, Project Subject Matter Expert, Project Officer Specialist. (pgs. 26-29 of the RFP))?	No
50.6 Scope of Work/Technical Requirements		Page 24	Can you clarify whether the course required for public information support is 209.a or 29.a?	Clarification - IS -0029a
Cost Proposal		Page 38	Under Option 1, can you define/clarify what is meant by "service cost?"	It is a single cost for all positions.
40.20	Permits, Licenses, Taxes and Commonwealth Registration	15	Do subconsultants need to be licensed to do business in State of KY or just the prime?	The Prime vendor
50.6	Scope of Work / Technical	22	Since the KYEM will award up to 5 master agreements, does this mean that	The entire scope of work

	Document Description	Page 66
2300000209	Disaster Aid Services	

	Requirements		contractors can propose on specific scope items from the overall list? Or must contractors proposed on the entire requested scope of work?	
50.1	Scope – Agencies to be Served	20	Will selected contractors report to KYEM or multiple State agencies? (RFP states “This contractor shall be for use by All State Agencies.”)	Contractors will report to KYEM. At times vendors may be asked to provide assistance to cities, counties, universities etc. This allows the subsets of state government to utilize the master agreement
60.7.J	Training	34	Are the training requirements stipulated in the solicitation mandatory for senior as well as non-senior staff? Are there any distinctions for onsite versus remote staff related to the level of training?	All staff must have required training – regardless of level or location.
60.7.K	Disaster Recovery Plan	34	What type of DR plans are preferred? (e.g., State level, municipal, private)	State
80	Cost Proposal	38	It is stated that Vendors may propose a single hourly rate (one for in operation at the EOC and one for telecommuting) or may propose rates per position. Should the vender prefer to propose rates per position, is there a specific format preferred?	Please utilize the cost proposal form.
10.1	Introduction	7	It is stated KYEM is seeking to award up to 5 master agreements to provide Disaster Aid Services. Does KYEM currently have 5 vendors under contract providing these Disaster Aid	The Commonwealth currently has five master agreements for Disaster Aid Services but are not able to determine how the work is divided.

	Document Description	Page 67
2300000209	Disaster Aid Services	

			Services? If so, how is the Disaster Aid Services divided? And/or how do you anticipate the scope of work to be divided?	
50.6	Information Technology	24	What does "Information Technology encompass?	Support of IT efforts of in-house staff in the use of software platforms, development of collection tools, mapping damages, resources, etc. Providing basic hardware support of support function user deployed to the State Operation Center and also remote locations that will require mifi/ wifi support. Provide support and guidance to officials from impacted areas.
50.6	Information Technology	24	RFQ references providing two 15 person teams to run in 12 hour shifts and it specifies some of the roles they are looking for (Project Delivery Manager, Project Subject Matter Expert, Project Officer Specialist, Debris Specialist etc) and while it references Information Technology as an area that needs to be covered it does not reference what type of resource(s) are needed - ex: Network Engineer, Systems Engineer, Mobile Developer, Backend Developer, etc.	The vendors should propose their preferred structure for evaluation.
50.6	Information	29	"Assist in the areas of	This will involve

	Document Description	Page 68
2300000209	Disaster Aid Services	

	Technology		individual assistance programs... ,and information technology as related to recovery efforts' '. That's ambiguous. More information please	development of tools for impacted citizens to use to request state support. Tools can perhaps include registration portals, distillation of data, receipt and deliver of IA data to and from FEMA.
50.6	Information Technology	25-29	What type of IT resources are needed to be part of each 15 person team? System Administrator, Network Engineer, Software Developer, Mobile Developer, etc.	The vendors should propose their preferred structure for evaluation.
50.6	Information Technology	25-29	What type of IT resources are needed to be part of each 15 person team? <i>What will be the function of those resources during their time on-site?</i>	The vendors should propose their preferred structure for evaluation.
	Information Technology	25-29	Is the goal to service equipment at the site or monitor and make changes to standing remote systems? If the latter then do the IT resources need to be onsite?	The goal is not to support equipment. Support of IT efforts of in-house staff in the use of software platforms, development of collection tools, mapping damages, resources, etc. Providing basic hardware support of support function user deployed to the State Operation Center and also remote locations that will require mifi/ wifi support. Provide support and guidance to officials from impacted areas.

	Document Description	Page 69
2300000209	Disaster Aid Services	

				Remote work will be a rarity.

End of Addendum
Daniel Salvato, CPPB
Commonwealth Buyer

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES

Addendum No. 1

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

The purpose of the addendum is to extend the time for the Commonwealth response to vendor questions. Please note the following times have been changed for the solicitation:

Commonwealth's Response to 1st Set of Vendors' Written Questions and Deviations:

Original Date: ~~December 15, 2022~~

	Document Description	Page 70
2300000209	Disaster Aid Services	

New Date: December 20, 2022

2nd Set Of Vendors' Written Questions due by 12:00 PM ET:

Original Date: ~~January 2, 2023~~

New Date: January 6, 2023 at 11:00 AM ET

Commonwealth's Response to 2nd Set of Vendors' Written Questions:

Original Date: ~~January 4, 2023~~

New Date: January 11, 2022

Proposals due by 3:30 PM ET: Original Date: ~~January 12, 2023~~

New Date: January 20, 2023

**End of Addendum
Daniel Salvato, CPPB
Commonwealth Buyer**



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300001244

Effective Date: 06/01/2023

Expiration Date: 05/31/2025

Document Description: Disaster Aid Services (Tetra Tech)

Cited Authority: Competitive Negotiation-Goods and Services

Record Date: 05/31/2023

Procurement Folder: 989344

Procurement Type: Standard Goods and Services

Version Number: 1

CONTACT INFORMATION

ISSUER:

Daniel Salvato

502-564-5862

daniel.salvato@ky.gov

VENDOR INFORMATION

Name /Address:

KY0029323: TETRA TECH, INC.

424 LEWIS HARGETT CIRCLE
SUITE 110

LEXINGTON KY 40503

Contact:

HERBERT LEMASTER

(859) 223-8000

HERB.LEMASTER@TETRATECH.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00	06/01/2023	06/02/2023	\$0.00

Line deleted do not use

Extended Description:

Line deleted do not use

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Disaster Aid Services

Extended Description:

Tetra Tech Disaster Aid Services

	Document Description	Page 2
2300001244	Disaster Aid Services (Tetra Tech)	

MASTER AGREEMENT (MA)
FOR
DISASTER AID SERVICES
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
TETRA TECH INC.
424 LEWIS HARGETT CIRCLE, SUITE 110
LEXINGTON, KY. 40503

This Master Agreement ("Contract", "Award" or "Agreement") is entered into, by and between the Commonwealth of Kentucky, ("the Commonwealth" or "Customer") and Tetra Tech Inc. ("Contractor" or "Vendor") as a vendor to provide disaster aid services across the Commonwealth.

Vendor Contact:
Betty Kamara
Tdr.contracts@tetratech.com
407-803-2551

The Commonwealth and the Contractor agree to the following:

I. SCOPE OF CONTRACT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

As the Prime Vendor of this Contract, Tetra Tech Inc. shall provide the Commonwealth of Kentucky with disaster aid services as required by the Kentucky Division of Emergency Management (KYEM) of the Department of Military Affairs (DMA).

These duties may involve, but shall not be limited to the preparation for, response to, recovery from, and mitigation of emergency and disaster events.

In such instances where KYEM personnel resources are not sufficient for the efficient and proper operation of the Kentucky State Emergency Operations Center (SEOC), the provision of emergency supplies and technical support to local governments, planning, volunteer coordination, implementation of individual assistance, the assessment of event damages, and the identification of state and federal response, recovery, and mitigation assistance, and the continuation of critical

	Document Description	Page 3
2300001244	Disaster Aid Services (Tetra Tech)	

programs; Tetra Tech Inc. shall have the capacity to rapidly request the services of trained emergency management personnel to assist with disaster activities.

All coordination of disaster and emergency services for the Commonwealth is handled by Jeremy Slinker (jeremyc.slinker@ky.gov) and Stephanie Robey (stephanie.l.robey2.nfg@army.mil); they shall serve as the Point of Contract for this Agreement.

The initial term of the contract shall be effective June 1, 2023, through May 31, 2025, as in accordance with Section IV. (50.2) of this agreement.

II. NEGOTIATIONS

The following terms have been negotiated within the scope of RFP 758 2300000209 ("RFP" or "Solicitation") and this Agreement:

Pricing

All parties understand and agree that the pricing outlined in III. Summary of Financials shall serve as the contracted rates for the initial term of the contract.

III. SUMMARY OF FINANCIALS

Logistics Support In Office \$ 124.50
Logistics Support Telecommuting \$ 95.00
Project Worksheet Reviewers In Office \$ 125.00
Project Worksheet Reviewers Telecommuting \$ 114.71
Insurance Specialist In Office \$ 125.00
Insurance Specialist Telecommuting \$ 100.00
Debris Specialist In Office \$ 80.00
Debris Specialist Telecommuting \$ 65.00
Public Assistance Coordinators In Office \$ 140.00
Public Assistance Coordinators Telecommuting \$ 120.00
Incident Management Teams In Office \$ 100.00
Incident Management Teams Telecommuting \$ 80.00
Volunteer Coordination In Office \$ 80.00
Volunteer Coordination Telecommuting \$ 60.00
Documentation Specialist In Office \$ 40.00
Documentation Specialist Telecommuting \$ 40.00
Mitigation Specialist In Office \$ 150.00
Mitigation Specialist Telecommuting \$ 125.00
Engineer In Office \$ 175.00
Engineer Telecommuting \$ 150.00
Senior Engineer In Office \$ 210.00
Senior Engineer Telecommuting \$ 185.00

	Document Description	Page 4
2300001244	Disaster Aid Services (Tetra Tech)	

Subject Matter Expert in Office	\$ 265.00
Subject Matter Expert Telecommuting	\$240.00
Project Manager In Office	\$190.00
Project Manager Telecommuting	\$165.00
Case Management Lead In Office	\$135.00
Case Management Lead Telecommuting	\$110.00
Case Manager In Office	\$105.00
Case Manager Telecommuting	\$80.00

IV. TERMS AND CONDITIONS

To the extent unmodified by the above Sections I, II, and III of this Contract, the following sections are incorporated pursuant to RFP 758 2300000209. In the event of any conflict between the following Sections 40 and 50 and the previous Sections I, II, and III, the terms in Sections I, II, and III shall prevail.

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx> and <https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

40.2 Contract Components and Order of Precedence

The Commonwealth’s acceptance of the contractor’s offer in response to the solicitation, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation;
7. The Contractor’s proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

	Document Description	Page 5
2300001244	Disaster Aid Services (Tetra Tech)	

40.3 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

40.4 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.5 Type of Contract

The contract proposed in response to this solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

40.6 Contract Usage

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

40.7 Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

40.8 Changes and Modifications to the Contract

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

	Document Description	Page 6
2300001244	Disaster Aid Services (Tetra Tech)	

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

40.11 Assignment

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

40.13 Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

40.14 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

	Document Description	Page 7
2300001244	Disaster Aid Services (Tetra Tech)	

40.15 Commonwealth Property

The contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

40.16 Confidentiality of Contract Terms

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17 Confidential Information

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

40.18 Advertising Award

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or

	Document Description	Page 8
2300001244	Disaster Aid Services (Tetra Tech)	

preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

40.19 Patent or Copyright Infringement

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
- B. the modification of such product or part unless such modification was made by the contractor
- C. the use of such product or part in a manner for which it was not designed

40.20 Permits, Licenses, Taxes and Commonwealth Registration

	Document Description	Page 9
2300001244	Disaster Aid Services (Tetra Tech)	

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

40.21 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/services/eprocurement/Pages/doingbusiness.aspx>

40.22 Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

40.23 Bankruptcy

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

40.24 Conformance with Commonwealth & Federal Laws/Regulations

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

40.25 Accessibility

	Document Description	Page 10
2300001244	Disaster Aid Services (Tetra Tech)	

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

40.27 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

40.28 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees

	Document Description	Page 11
2300001244	Disaster Aid Services (Tetra Tech)	

of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

40.29 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. ***The Finance and Administration Cabinet will not disclose any portions of the proposals prior to Contract Award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees.*** After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to **individual personnel data, customer references, selected financial data, formulae, and financial audits** which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the ***vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each file containing such information. Proprietary information shall be submitted separately and identified as "Proprietary Data".*** Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

40.30 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

40.31 Limitation of Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

40.32 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies

	Document Description	Page 12
2300001244	Disaster Aid Services (Tetra Tech)	

only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

	Document Description	Page 13
2300001244	Disaster Aid Services (Tetra Tech)	

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

40.33 Vendor Notification – Ineligible for Award

The Commonwealth will not consider or evaluate any proposal submitted by a vendor when the vendor, the vendor's employees or agents, had any involvement, contribution or participation in the development, preparation or review of this RFP prior to its issuance. The vendors proposal will be deemed ineligible for award.

40.34 Past Vendor Performance

Past vendor performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

40.35 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

	Document Description	Page 14
2300001244	Disaster Aid Services (Tetra Tech)	

SECTION 50 – SCOPE OF WORK

50.1 Agencies to Be Served

This contract shall be for use by All State Agencies. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

50.2 Term of Contract and Renewal Options

The initial term of the contract shall be for a period of **2 years** from the effective date of the Award of Contract.

This contract may be renewed at the completion of the initial contract period for **4 additional 2 year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

At the end of the contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

50.3 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

	Document Description	Page 15
2300001244	Disaster Aid Services (Tetra Tech)	

- A. Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 Notices

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

50.5 Subcontractors

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

	Document Description	Page 16
2300001244	Disaster Aid Services (Tetra Tech)	

50.6 Scope of Work/Technical Requirements

The Kentucky Division of Emergency Management Division (KYEM), Department of Military Affairs, seeks the services of qualified contractor or contractors to provide pre-trained, highly qualified personnel to support its preparedness, response, recovery, and mitigation operations. These personnel will aid in all areas of emergency management to include but not limited to:

To cover the following areas:

- SEOC Operations
- Incident Management Team
- Logistics Support
- Volunteer Coordination
- Public Assistance
- Individual Assistance
- Hazard Mitigation
- Public Information
- Information Technology
- Logistics
- Declaration Requests
- Procurement
- Resource Distributions
- Planning
- Sheltering
- Debris

These personnel may be required to perform their assignments at the Kentucky State Emergency Operations Center, FEMA Joint Field Offices, state Area Offices, regional control centers, or in the actual impacted areas of the state.

Provision of personnel, when needed, will be made under request(s) by KYEM using the awarded contract, which will specify services to be performed. Due to the nature of disaster events, the Contractor shall be capable of responding to the requests of KYEM in placing personnel and resources at any assigned location(s) to operate and fulfill tasks within 48 hours of notification from KYEM. The Contractor must be able to demonstrate the availability or adequate personnel and resources to fulfill the responsibilities listed below, across multiple projects, even if holding existing contracts with other states.

Under the terms of this contract and as requested by KYEM, the Contractor shall submit appropriate and relevant qualifications for all personnel assigned. The Contractor shall provide competent and adequately trained administrative staff to perform personnel tasks required under this agreement. The Contractor shall, prior to this contract and continuing yearly, submit the results of a mandatory employment drug screening, criminal background check, and driver's license check for any person assigned to the agreement. The Contractor shall also be prepared to submit such updated materials at any time during the agreement as requested by KYEM.

	Document Description	Page 17
2300001244	Disaster Aid Services (Tetra Tech)	

KYEM shall retain authority to reject proposed or working staff at the discretion of KYEM. The Contractor shall have 48 hours to replace such people when and if this authority is exercised by KYEM.

All provided staff will be required to have the following training and the contractor will be required to make available training records of all staff prior to filling request.

All provided personnel must have completed Incident Command and National Incident Management Training Courses: IS-100-c, IS-200.C, IS-700.b, and IS-800.b.

Personnel supporting Individual Assistance are required to have completed ICS courses 403 and 772.a.

Emergency Management Institute Required Courses for Volunteer Coordination support staff: IS-244, IS-288, and IS-289

Emergency Management Institute required courses for Public Assistance support staff: IS-1000, IS-1001, IS-1002, IS-1004, IS-1006, IS-1007, IS-1009, IS-1014, IS-1017, IS-1018, and IS-1026.

Emergency Management Institute required courses for Hazard Mitigation support staff: IS-162, IS-212b, IS-329, IS-393, and IS-1014.

Emergency Management Institute required courses for planners: IS-2002 and IS-235C.

Emergency Management Institute required course for public information support: IS-209a.

Emergency Management Institute required course for logistics support: IS-27

Contractor must provide accurate, complete, and timely invoices.

All services will be provided in a professional manner at all times.

Contractor must provide performance reports to KYEM when requested.

STATE EMERGENCY OPERATIONS CENTER (SEOC) SUPPORT TECHNICAL REQUIREMENTS:

Upon direction from KYEM, the Selected Contractor(s) as directed, will:

	Document Description	Page 18
2300001244	Disaster Aid Services (Tetra Tech)	

1. Provide Emergency Operations Center support personnel with experience and/or background in state/federal SEOC operations in one or more of the following areas:

- a. State and County Logistics Support
- b. Disaster Response Planning
- c. Incident Action Plan (IAP) preparation
- d. Public Assistance Program
- e. Individual Assistance Program
- f. Damage Assessments
- g. Volunteer Coordination
- h. Information Technology
- i. Public Information Dissemination
- j. Other FEMA grant programs

2. Provide similar staffing positions at a FEMA Joint Field Officer (JFO) as required.

3. Provide a 24-hour point of contact. The provided point of contact must maintain as contact throughout the life of the event.

4. The contractor will provide staffing of up to two (2) 15- member teams adequate for two (2) 12-hour operational periods per day through the activation of the SEOC.

5. Contractor will provide for food, lodging, and transportation requirements for its personnel unless explicitly supplied by state or local entities.

6. Contractor shall scale personnel requirements within 24 hours notice.

7. Chargeable fees for equipment cannot exceed the FEMA per item fee guidelines. (SEE <http://www.fema.gov/schedule-equipment-rates>)

8. Participation by the contractor in telephone conference calls and virtual meetings to coordinate with the KYEM project manager as needed.

9. Contractor shall develop an initial presentation as follows:

	Document Description	Page 19
2300001244	Disaster Aid Services (Tetra Tech)	

- a. An overview briefing and demonstration to KYEM Executive staff to include the Director, Assistant Directors, Chief of Operations, Branch Managers, and other staff deemed necessary.
- b. An entrance brief to include overview of assigned personnel, their backgrounds, capabilities, logistical concerns, accomplishments, after action reports of previous experience to include challenges of the incident, and their successes.
- c. Electronic and hard copies (only upon request) of the presentations to KYEM including all handout materials.

10. Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners.

RECOVERY SUPPORT: Personnel supplied by the contractor shall provide services related to recovery from disasters. These individuals shall have a working knowledge and experience with FEMA Recovery programs and will seek to maximize Federal and State assistance to eligible subrecipients.

The Contractor shall have working knowledge of all FEMA recovery programs, regulations, and policies. The Contractor shall also have working knowledge of Category Z Management Cost funding in accordance with FEMA rules, regulations and policies, whether written or implemented in practice.

Upon receipt of Delivery Order the Selected Contractor(s) as directed, will:

1. Provide Recovery support personnel with experience and/or background in the following areas:

- a. Damage Assessments
- b. Public Assistance with FEMA Portal proficiency
- c. Individual Assistance
- d. Volunteer Coordination
- e. Long Term Recovery
- f. Technical Advisor in activity related to the recovery of the current disaster and continuing, as determined by KYEM
- g. 404 and 406 Hazard Mitigation

	Document Description	Page 20
2300001244	Disaster Aid Services (Tetra Tech)	

h. Preparation of declaration request

i. Training of applicants

Additional personnel contractor must provide upon request if needed with the following capabilities:

Project Delivery Manager – A customer service representative assigned to work with an applicant from declaration to funding approval; trained in public assistance policies and procedures and will guide the applicant through the steps necessary to receiving funding.

Project Subject Matter Expert – Knowledgeable about eligibility and Special Conditions in the Public Assistance Program who take the lead in working with the applicant to develop the scope of eligible work for the project, including the cause of damage, dimensions of damage, the work necessary to repair the damage, estimated or actual costs necessary to complete the work, and special considerations associated with the project, such as insurance and hazard mitigation.

Project Officer Specialist – Qualified Project Officers with appropriate advanced qualifications and expertise in the following permanent work categories:

Roads Systems and Bridges
Water Control Facilities
Buildings and Equipment
Utilities
Debris Removal

This individual (project officer specialist) must have the ability to identify and determine the need for expertise professional services in these areas.

Debris Specialist – Having specific expertise in all debris areas of the Public Assistance Program, able to provide technical assistance, counsel to all applicants dealing with debris, must be able to interact with all levels of government, ensures National Environmental Policy Act Requirements are met in all projects. The individual must be knowledgeable of Local, State, and Federal contracting requirements and ensure completeness of information submitted in the FEMA Portal.

Debris Specialists for Demolition of Homes and Commercial Properties – Specific expertise in the debris area of the Public Assistance Program, provide technical

	Document Description	Page 21
2300001244	Disaster Aid Services (Tetra Tech)	

assistance, counsel to all applicants dealing with debris, and must be able to deal with all levels of government, and ensure National Environmental Policy Act Requirements are met in all projects. The individual must be knowledgeable of Local, State, and Federal contracting requirements and ensure accuracy of information submitted in the FEMA Portal.

Insurance Specialists – Having specific expertise in the responsibility for compliance with the insurance provisions of the Robert T. Stafford Act as amended. Consistent with Disaster Assistance Policy (DAP) 9580.2, the insurance specialist will have appropriate experience and technical ability to:

Provide insurance related technical support to the State Public Assistance Officer

Review insurance settlement information related to Large and Small Projects

Calculate and make recommendations for Insurance Adjustment during project development

Calculate and make recommendation for Insurance Adjustment after project development or obligation

Project Reviewers – Knowledgeable about eligibility and special considerations in the Public Assistance Program will take the lead in working with the applicant to develop scopes of work and cost estimate for large projects. Reviews all Portal submissions to ensure the proper Scope of Work is written, the cost estimate is correct, that all Federal and State regulations are met, and/or addressed, ensure that all permanent work either has 406 Mitigation or addressed for feasibility.

Close Out Specialist – Provides expertise in closing completing projects of subrecipients for final inspection by FEMA; ensuring all required supporting documentation is complete and auditable.

2. Assist KYEM on technical issues with FEMA, State, and local governments and certain private non-profit entities and make recommendations on possible solutions.

3. Assist with the development and implementation of strategies to maximize the assistance available to the state in Public Assistance and other federal programs.

4. Assist in the implementation of Public Assistance, Hazard Mitigation, and Individual Assistance programs by providing support to managers, applicants, and others as necessary; providing technical guidance and broad support in these areas; assisting applicants in preparing submissions; and other related tasks as necessary.

	Document Description	Page 22
2300001244	Disaster Aid Services (Tetra Tech)	

5. Provide expert programmatic and policy advice on federal disaster relief programs, applicant briefings and related matters to KYEM and other state agencies as assigned by KYEM.
6. Provide technical assistance and support for strategic planning and coordination of statewide, regional and local recovery efforts.
7. Assist KYEM with Public Assistance program activities and provide recommendations and support to ensure consistency with debris management activities and responsibilities.
8. Work directly with FEMA and other federal agencies, as assigned by KYEM, in order to facilitate obtaining appropriate federal assistance required by the state.
9. Assist with ensuring that State policies and procedures are disseminated and implemented by all field staff through coordination with KYEM Recovery Branch Manager.
10. Upon request by KYEM, identify trends and appropriate actions to address issues in the delivery of the Public Assistance Program to minimize difficulties.
11. Assist in the areas of individual assistance programs, mitigation, debris removal communications and public affairs, and information technology as related to recovery efforts.
12. Contractor shall perform sub-recipient monitoring and risk assessments of applicants as directed by KYEM.
13. Provide training and guidance to applicants, subrecipients, local and state officials, and others as directed.

HAZARD MITIGATION:

Provide personnel within five (5) working days of receipt of Delivery Order.

Mitigation Specialist: - Responsible for mitigation grant (Hazard Mitigation Grant Program) coordination and project management. Assist the State Hazard Mitigation Officer in identifying potential hazard mitigation projects; both 404 and 406. Provide technical assistance, advice, and training to potential applicants and community leaders in developing and submitting applications and completing projects. Complete benefit-cost analysis on all projects. Ensure National Environmental Policy Act (NEPA) requirements are met on all projects. Review mitigation project applications for eligibility and feasibility. Initiate state's grant application submittals to FEMA. Perform other duties as assigned.

	Document Description	Page 23
2300001244	Disaster Aid Services (Tetra Tech)	

Contractor shall perform sub-recipient monitoring and risk assessments of applicants as directed by KYEM.

	Document Description	Page 24
2300001244	Disaster Aid Services (Tetra Tech)	

V. Approvals

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this agreement and that they accept the terms of this agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

1st Party: VENDOR, as Contracting Agent ("Contractor" or "Vendor")

Jonathan Burgiel

Printed name

Business Unit President

Title

Signed by:

Jonathan Burgiel

Signature

5/16/2023

Date

2nd Party: AGENCY, ("the Commonwealth" or "Customer")

Jeremy Slinker

Printed name

Director

Title

Signed by:

Jeremy Slinker

Signature

5/16/2023

Date

Approved by the Finance and Administration Cabinet Office of Procurement Services

Kathy Robinson

Printed name

Executive Director

Title

Signed by:

Kathy Robinson

Signature

5/17/2023

Date



January 22, 2024

Ms. Kendra Kendrick
Administrative Assistant
Madison County EMA/CSEPP
560 S Keeneland Drive
Richmond, KY 40475
Kendra.Kendrick@madisoncountky.com

Subject: 2024 Chemical Stockpile Emergency Preparedness Program Exercise Support

Dear Ms. Kendrick,

Tetra Tech is pleased to submit our proposal to support the 2024 Chemical Stockpile Emergency Preparedness Program (CSEPP) Full-Scale Exercise (FSE) in Madison County under Tetra Tech's Master Agreement with the State of Kentucky numbered MA 758 2300001244. Mr. Rory LaRosa, who brings a wealth of experience from his previous role as Deputy Project Manager of CSEPP support for the Federal Emergency Management Agency, has been selected as the Project Manager. As Madison County's Trusted Agent, Mr. LaRosa will lead the design, development, conduct, and evaluation of the upcoming FSE with support from members of Tetra Tech's Emergency Management, Risk, and Resilience practice. Mr. LaRosa will also guide the county through response drills leading to the FSE.

Please accept this letter quotation as our response to the proposed scope of work as discussed. Should you need to discuss this matter further, please contact the Project Manager, Rory LaRosa. He can be reached at (267) 566-9332 or rory.larosa@tetrattech.com.

Tetra Tech thanks you for the opportunity to provide this quote and looks forward to supporting Madison County EMA/CSEPP and its partners.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Burgiel'.

Jonathan Burgiel
Business Unit President
Tetra Tech, Inc.

UNDERSTANDING

Tetra Tech understands that Madison County Emergency Management Agency/Chemical Stockpile Emergency Preparedness Program (EMA/CSEPP) seeks support for the design, development, conduct, and evaluation of the 2024 CSEPP full-scale exercise (FSE). Furthermore, Madison County EMA/CSEPP also seeks assistance in organizing three drills leading up to the FSE to provide participants with an opportunity to test key skills and knowledge prior to the FSE conduct. Tetra Tech recognizes the importance of these efforts in enhancing emergency response capabilities and is committed to providing the necessary expertise and services to implement these activities successfully.

PROJECT APPROACH

Our project approach involves a comprehensive strategy to meet the requirements outlined by the Madison County EMA/CSEPP and the "Requirements for 2024 CSEPP Exercise program" from Kentucky Emergency Management (KYEM). Tetra Tech will adopt a phased approach encompassing the design, development, execution, and evaluation phases of the 2024 CSEPP FSE. Our team will also organize three response drills leading up to the FSE.

Mr. Rory LaRosa, our experienced CSEPP Project Manager, will provide dedicated support in person and virtually throughout the project. Mr. LaRosa's expertise will be complemented by Ms. Liz Sullivan, a FEMA-certified Master Exercise Practitioner (MEP), who will assist virtually with the design and development of FSE materials. This dual support structure aims to maximize efficiency and effectiveness in meeting the objectives of Madison County EMA/CSEPP, combining in-person presence with virtual collaboration for streamlined and responsive project execution.

In compliance with the CSEPP Exercise Policy and Guidance document, Tetra Tech will assist Madison County EMA/CSEPP with developing the following:

- Mr. LaRosa assumes the role of Madison County's Trusted Agent (TA) within the CSEPP Exercise Planning Team (EPT).
- At least one Tetra Tech team member commits to participating in meetings and exercise-related activities as the TA, virtually or in person.
- Collaborating with the Madison County EMA/CSEPP project sponsor and CSEPP EPT, Tetra Tech will create Homeland Security Exercise Evaluation Program (HSEEP) exercise documents including:
 - Exercise Evaluation Guides (EEGs)
 - Master Scenario Events List (MSEL)
 - Extent of Play Agreement (XPA)

Tetra Tech understands that KYEM will develop the following exercise documents:

- *Exercise Plan (ExPlan)*
- *Controller and Evaluator (C/E) Handbook*
- *Player Handout*

Tetra Tech will not supply controllers or evaluators for the FSE. One Tetra Tech team member will attend both the out-of-sequence and in-sequence Blue Grass Army Depot (BGAD) exercises in person, in a non-critical role in exercise play to avoid potentially impacting the validity of the exercise. Tetra Tech will not be responsible for developing an After-Action Report/Improvement Plan (AAR/IP). The FEMA/Army Exercise Co-Directors assume this responsibility.

In preparation for the FEMA-evaluated exercise, Tetra Tech will assist Madison County EMA/CSEPP with organizing up to three drills (e.g., decontamination, Emergency Operations Center [EOC] activation, etc.) with internal and external stakeholders. The drills are expected to be informal and serve as an opportunity for participants to practice skills in advance of the FSE.

Phase 1: Project Initiation and Management

Tetra Tech will initiate the project by conducting a virtual Project Initiation Meeting with Madison County EMA/CSEPP to develop a project schedule and set up administrative procedures. This meeting will serve as an opportunity to confirm project goals and objectives, schedule, and communications protocols. This will also be an opportunity to introduce the Tetra Tech team and discuss who should serve on the EPT. This meeting will last up to one hour.

Following the meeting, the Tetra Tech project manager will provide a detailed project work plan based on the objectives and expectations established during the project initiation meeting. Once approved, the project work plan will guide the development of the project deliverables and will be updated as necessary to reflect changes in schedule or deliverables.

Project Reporting. Tetra Tech's project manager will submit a monthly status report to the Madison County EMA/CSEPP project sponsor. This report will provide an overview of the project's progress, outline tasks completed in the preceding month, anticipated activities for the next month, and provide an update on the project's financial status. The report will also identify potential project challenges (e.g., schedule delays) and offer mitigation strategies to maintain the project's timeline and budget.

Project Teams Site. Tetra Tech will set up and maintain a secure project collaboration website using Microsoft Teams as a repository for project documents. Tetra Tech will provide guest login accounts for relevant Madison County EMA/CSEPP personnel and other stakeholders, as identified by the Madison County EMA/CSEPP project sponsor. Microsoft Teams will also host virtual planning meetings for the project.

Quality Assurance/Quality Control. Tetra Tech's quality program will play an important role in this project. We will maintain high-quality technical performance through strict adherence to our Quality Management Plan, which describes quality assurance (QA)/quality control (QC) requirements and is based on 10 quality system elements required by the American National Standard: Quality Systems for Data and Technology Programs—Requirements with Guidance for Use (ANSI/ASQ E4-2004). Our quality control coordinator (QCC), Ms. Emma Kilkelly, will work with Mr. LaRosa to establish the appropriate quality review level, balancing the need for responsiveness with each deliverable's importance and intended use.

Phase 2: Exercise Planning Meetings

To support the project, the Tetra Tech project manager will serve as Madison County's TA and will work with the Madison County EMA/CSEPP project sponsor and CSEPP EPT to help with exercise planning, including scenario development and addressing evaluation criteria.

Concept and Objectives (C&O) Meeting. Tetra Tech understands that the initial C&O meeting occurred on November 9, 2023, and the second C&O meeting occurred on December 12, 2023. To begin the exercise planning process, one member of the Tetra Tech team will virtually meet with the Madison County EMA/CSEPP project sponsor and CSEPP EPT to obtain information on the following:

- Determine the preliminary scope of the exercise.
- Identify the organizations participating in the exercises.
- Establish responsibilities and due dates for tasks.
- Develop a task-specific work plan.
- Schedule future planning meetings.

This meeting is anticipated to last no longer than one hour. Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be completed before the Initial Planning Meeting (IPM).

Initial Planning Meeting (IPM). Tetra Tech understands the IPM occurred on January 9, 2024. Two members of the Tetra Tech team will virtually meet with the Madison County EMA/CSEPP project sponsor and CSEPP EPT to obtain information on the following:

- Exercise objectives aligned with overarching programmatic and participant exercise goals and objectives.
- Scenarios and injects for the FSE
- The level of play/identified participating stakeholders
- Participant responsibilities for the FSE

Midterm Planning Meetings (MPM). During the MPMs (i.e., MPM-1, MPM-2, MPM-3), one member of the Tetra Tech team will be in person, and one member will participate virtually for up to two hours for each MPM. Within five business days of the MPMs, Tetra Tech will provide a meeting summary outlining meeting attendance, key discussion points, and action items to be completed before the next MPM to the Madison County EMA/CSEPP project sponsor.

Tech Assist Visit. During the Tech Assist Visit, one member of the Tetra Tech team will be in person for one day (up to eight hours) to review and finalize the XPA.

Inject Week (Master Scenario Events List (MSEL). During Inject Week, one member of the Tetra Tech team will be present for one day (up to eight hours) to review and finalize the MSEL.

Final Planning Meeting (FPM). During the FPM, two members of the Tetra Tech team will participate virtually for up to two hours. Within five business days of the FPM, Tetra Tech will provide a meeting summary outlining meeting attendance, key discussion points, and action items to be completed before the Final Planning Call (FPC) to the Madison County EMA/CSEPP project sponsor.

Final Planning Call (FPC). During the FPC, two members of the Tetra Tech team will participate virtually for up to two hours. Within five business days of the FPC, Tetra Tech will provide a meeting summary outlining meeting attendance, key discussion points, and action items to be completed before the exercise to the Madison County EMA/CSEPP project sponsor.

Phase 3: Drills

Tetra Tech understands that to prepare personnel to participate in the FSE, Madison County EMA/CSEPP would like support with organizing three drills. This would provide an opportunity for personnel to review their roles and responsibilities prior to participating in the FSE.

Drill Development. Tetra Tech will support the development of a drill schedule by attending up to a maximum of two two-hour virtual meetings to discuss drills for CSEPP coordination and response activities in an informal setting.

The draft schedule will be submitted to the Madison County EMA/CSEPP project sponsor for a five-day review and comment period. Tetra Tech will address one round of comments before considering the final drill schedule. Within five business days of the meetings, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be completed before the next meeting to the Madison County EMA/CSEPP project sponsor.

Unevaluated Drill Conduct. During the unevaluated drill conduct, one Tetra Tech team member will support the conduct of the drills in person. Tetra Tech will co-facilitate the drills with the Madison County EMA/CSEPP project sponsor and take notes on the drills, which will be provided to the Madison County EMA/CSEPP project sponsor within five business days.

Phase 4: Exercise Documentation

A critical component of the exercise development process is documentation preparation to detail activities and support exercise play. This activity also results in a documented record that can be referenced for future exercises and planning efforts. The list of documentation below will be produced developed to help the exercise participants better understand and participate in the FSE.

- MSEL
- XPA
- EEG
- ExPlan (to be developed by KYEM)
- C/E Handbook (to be developed by KYEM)
- Player Handout (to be developed by KYEM)

Tetra Tech will develop a draft version of the exercise documentation to include the draft Jurisdictional Exercise Objectives for the FSE and provide it to the Madison County EMA/CSEPP project sponsor and CSEPP EPT before the FPM. The draft versions will also be uploaded to the CSEPP Portal. The Madison County EMA/CSEPP project sponsor and CSEPP EPT will have up to 10 business days following the MPM-3 to provide feedback to the Tetra Tech team. Tetra Tech will address one round of comments on the exercise documents and will upload the final version to the CSEPP Portal before the FPM.

Phase 5: Exercise Conduct and Evaluation

Tetra Tech understands that FEMA and Madison County EMA/CSEPP will supply a registration site, players, controllers, and evaluators for the FSE. During the FSE, one Tetra Tech team member will attend both the out-of-sequence and in-sequence exercises in person, in a non-critical role in exercise play to avoid impacting the validity of the exercise. Tetra Tech will not be responsible for developing an after-action report/improvement plan (AAR/IP) as the FEMA/Army Exercise Co-Directors assume this responsibility.

PROJECT TEAM

Tetra Tech proposes an experienced project team to support the activities outlined during the discussion of the scope of work. Our staff brings deep subject matter expertise and extensive experience in every phase of exercise design, development, conduct, and evaluation, as well as experience with CSEPP exercise. A financial manager and technical editor will also support the proposed project team. This network of support provides our project teams

and clients with the necessary tools to ensure quality and customer satisfaction. The sections below briefly provide a summary of the relevant experience and qualifications of the proposed project team. Full résumés for team members are available by request.

Rory LaRosa, CEM – Project Manager: Mr. LaRosa is an accomplished Certified Emergency Manager (CEM), serving clients in the program manager, project manager, and planner roles. Mr. LaRosa authors, facilitates, and evaluates discussion-based and operations-based exercises to rehearse and assess the effectiveness of responses by federal, state, and local jurisdictions, all accompanied by detailed after action reviews and IPs for continuous improvement. Mr. LaRosa also served as the Deputy Project Manager of CSEPP, where he managed teammates in supporting the 12 CSEPP benchmarks, including the fulfillment and implementation of the CSEPP goals and objectives defined in the CSEPP Strategic Plan. Mr. LaRosa participated in the design, development, conduct, and evaluation of numerous out-of-sequence and in-sequence off-and-an-post CSEPP BGAD exercises.

Liz Sullivan, MEP – Exercise Planner: Ms. Sullivan is a FEMA-certified MEP with 9 years of experience in the field. Her areas of expertise are the design, development, conduct, and evaluation of training and exercise programs and all-hazards planning. She has held the role of Exercise Director for multiple operations-based large-scale exercises, including a 4-day full-scale exercise with the activation of multiple jurisdictional Emergency Operations Centers, Department Operations Centers, and Points of Dispensing across the Washington National Capital Region.

Emma Kilkelly, AICP - Quality Control Coordinator: Ms. Kilkelly is an emergency management professional with a risk management and data analytics background. She has supported clients at the local and State level throughout her career. She is a Tetra Tech trained and certified Quality Control Coordinator. Ms. Kilkelly has eight years of experience in diverse roles spanning government consulting, project delivery, program management, and quality assurance/quality control.

PROJECT SCHEDULE

Per the “Requirements for 2024 CSEPP Exercise program” dated October 18, 2023, Tetra Tech proposes the following schedule (Table 1), which is dependent on the date of contract execution.

Table 1: Project Schedule Overview

Date	Exercise Activity/Milestone	Tetra Tech’s Role and Responsibilities
November 9, 2023 (For reference only)	Concept and Objectives (C&O-1) Meeting	Obtain information from Madison County EMA/CSEPP and the CSEPP Exercise Planning Team (EPT).
December 12, 2023 (For reference only)	Concept and Objectives (C&O-2) Meeting 2	Obtain information from Madison County EMA/CSEPP and the CSEPP Exercise Planning Team (EPT).
January 9, 2024 (For reference only)	Initial Planning Meeting (IPM) (Virtual)	Obtain information from Madison County EMA/CSEPP and the CSEPP Exercise Planning Team (EPT).

Date	Exercise Activity/Milestone	Tetra Tech's Role and Responsibilities
February 5, 2024	Virtual Project Kickoff Meeting with Madison County EMA/CSEPP (Virtual)	- Initiate the project by conducting a virtual Project Initiation Meeting with Madison County EMA/CSEPP and two virtual Tetra Tech team members to develop a project schedule and set up administrative procedures. - Obtain C&O and IPM information from Madison County EMA/CSEPP during the project initiation call. - Obtain C&O and IPM information from the CSEPP Exercise Planning Team (EPT) via email.
February 13, 2024 <i>January 23, 2024* (original date per the CSEPP memo)</i>	Draft Jurisdictional Exercise Objectives submitted in the SMART Objective format on the CSEPP Portal	Tetra Tech will draft the Jurisdictional Exercise Objectives and virtually review them with the Madison County EMA/CSEPP project sponsor before uploading to the CSEPP Portal. Tetra Tech will address one round of comments and adjudication from the Madison County EMA/CSEPP project sponsor and CSEPP EPT.
February 13, 2024*	Midterm-Planning Meeting 1 (MPM-1) (In-Person)	- One Tetra Tech team member will attend the MPM-1 in-person and one member virtually with the CSEPP EPT. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be completed before the Tech Assist Visit meeting and the MPM-2. - Following the MPM-1, Tetra Tech will continue the development of the exercise documentation for Madison County.
February 20, 2024*	Draft Extent of Play Agreement (XPA) on the CSEPP Portal	Tetra Tech will draft the XPA and virtually review it with the Madison County EMA/CSEPP project sponsor before uploading it to the CSEPP Portal. Tetra Tech will address one round of comments and adjudication from the Madison County EMA/CSEPP project sponsor and CSEPP EPT.
February 26-March 1, 2024*	Tech Assist Visits (In-Person/one day)	One Tetra Tech team member will attend one day of the Tech Assist visit in person with the CSEPP EPT to review applicable exercise documentation. Tetra Tech will address one round of comments and adjudication from the Madison County EMA/CSEPP project sponsor and CSEPP EPT.

Letter Proposal | **Madison County EMA/CSEPP 2024 CSEPP FSE Support**

Date	Exercise Activity/Milestone	Tetra Tech's Role and Responsibilities
March 6, 2024*	Midterm-Planning Meeting 2 (MPM-2) (In-Person)	- One Tetra Tech team member will attend the MPM-2 in person and one member virtually with the CSEPP EPT. - Following the meeting, Tetra Tech will provide a meeting summary outlining meeting attendance, key discussion points, and action items to be completed before the MPM-3. - Following the MPM-2, Tetra Tech will continue the development of the exercise documentation for Madison County.
March 15, 2024**	Drill Schedule Meeting 1 (Virtual)	- One Tetra Tech team member will attend the Drill Schedule Meeting virtually. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be completed before the next Drill Schedule Meeting, including the draft drill schedule.
March 29, 2024**	Drill Schedule Meeting 2 (Virtual)	- One Tetra Tech team member will attend the Drill Schedule Meeting virtually. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be completed before the drill schedule is finalized.
April 9, 2024*	Midterm-Planning Meeting 3 (MPM-3) (In-Person)	- One Tetra Tech team member will attend the MPM-3 in person and one member virtually with the CSEPP EPT. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to complete before the Inject Week (MSEL Meeting) and FPM. - Following the MPM-3, Tetra Tech will finalize developing the exercise documentation for Madison County.
April 13, 2024**	Drill 1 (In-Person)	- One Tetra Tech team member will co-facilitate the unevaluated drill in person with the Madison County EMA/CSEPP Project Sponsor. - Tetra Tech will provide unevaluated drill notes to the Madison County EMA/CSEPP project sponsor within five business days.

Letter Proposal | **Madison County EMA/CSEPP 2024 CSEPP FSE Support**

Date	Exercise Activity/Milestone	Tetra Tech's Role and Responsibilities
April 29-May 3, 2024*	Inject Week (MSEL Meeting) (In-Person/one day)	One Tetra Tech team member will attend one day of Inject Week (MSEL Meeting) in person with the CSEPP EPT to review the draft MSEL. Tetra Tech will permit one round of comments and adjudication from the Madison County EMA/CSEPP project sponsor and CSEPP EPT.
May 4, 2024**	Drill 2 (In-Person)	- One Tetra Tech team member will co-facilitate the unevaluated drill in person with the Madison County EMA/CSEPP Project Sponsor. - Tetra Tech will provide unevaluated drill notes to the Madison County EMA/CSEPP project sponsor within five business days.
May 9, 2024*	Final MSEL on CSEPP Portal	Tetra Tech will adjudicate feedback from the Madison County EMA/CSEPP Project Sponsor and CSEPP EPT and upload the final MSEL to the CSEPP Portal.
May 15, 2024*	One Day MSEL Review (Virtual)	Two Tetra Tech team members will attend the virtual MSEL review meeting.
May 22, 2024*	Final Planning Meeting (FPM) (Virtual)	- Two Tetra Tech team members will attend the FPM virtually with the CSEPP EPT. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to complete before the Final Planning Call. - Following the FPM, Tetra Tech will upload the final exercise documents to the CSEPP Portal.
May 18, 2024**	Drill 3 (In-Person)	- One Tetra Tech team member will co-facilitate the unevaluated drill in person with the Madison County EMA/CSEPP Project Sponsor. - Tetra Tech will provide unevaluated drill notes to the Madison County EMA/CSEPP project sponsor within five business days.
June 4, 2024*	Final Planning Call (Virtual)	- Two Tetra Tech team members will attend the FPM virtually with the CSEPP EPT. - Following the meeting, Tetra Tech will provide a summary outlining meeting attendance, key discussion points, and action items to be

Date	Exercise Activity/Milestone	Tetra Tech's Role and Responsibilities
		completed before the out-of-sequence BGAD exercise and in-sequence BGAD exercises.
June 11, 2024*	Out-of-Sequence BGAD Exercise (In-Person)	One Tetra Tech team member will attend the out-of-sequence BGAD exercise. Tetra Tech understands it is not permitted for this person to fulfill a critical role in exercise play that may potentially impact the validity of the exercise.
June 12, 2024*	BGAD Exercise (In-Person)	One Tetra Tech team member will attend the in-sequence BGAD exercise. Tetra Tech understands it is not permitted for this person to fulfill a critical role in exercise play that may potentially impact the validity of the exercise.
June 17, 2024*	Community Out-Brief (In-Person)	One Tetra Tech team member will attend the Community Out-Brief meeting in person.

*Kentucky Emergency Management Requirements for 2024 CSEPP Exercise program memo

**Madison County EMA/CSEPP requirements

COST SUMMARY

Tetra Tech proposes performing the Madison County EMA/CSEPP exercise support project for a **firm fixed unit price** of **\$45,355.00**. The fixed price is based on Tetra Tech's experience performing projects of similar scope and complexity.

Table 1: Cost Summary (Includes labor and travel expenses)

Task	Cost
Phase 1: Project Initiation and Management	\$3,720.00
Phase 2: Exercise Planning Meetings	\$15,975.00
Phase 3: Drills	\$8,280.00
Phase 4: Exercise Documentation	\$9,000.00
Phase 5: Exercise Conduct and Evaluation	\$8,380.00
Total	\$45,355.00

This estimate is valid for 90 days from the date of the proposal. To the extent the proposed scope and budget do not meet Madison County EMA/CSEPP needs, Tetra Tech would be willing to negotiate a revised scope and budget.

PROJECT ASSUMPTIONS AND CONSTRAINTS

The terms and conditions relevant to Tetra Tech's Master Agreement with the State of Kentucky numbered MA 758 2300001244 will be applicable to this project in addition to the assumptions listed below. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Proposal.** This proposal is based on Tetra Tech's current understanding of the project. Revisions will be subject to a mutual agreement on the final work scope/schedule and other technical/management requirements desired by Madison County EMA/CSEPP.
- **Project Sponsor.** Madison County EMA/CSEPP will assign a primary point of contact to serve as project sponsor to address administrative and functional issues related to this project in coordination with the Tetra Tech project manager.
- **Confidentiality.** Tetra Tech follows its documented internal procedures and protocols to protect confidential materials collected from Madison County EMA/CSEPP.
- **Access to Materials.** Documentation pertaining to the execution of this project should be made available to Tetra Tech for review in electronic format via Microsoft Teams or email upon request within one week.
- **Access to Key Personnel.** The availability of Madison County EMA/CSEPP personnel and stakeholders is critical to obtaining the information required for the overall success of this project. Information presented by Madison County EMA/CSEPP key personnel and stakeholders will be accepted as factual, and no confirmation will be made.
- **Deliverables.** Tetra Tech agrees to deliver the following:
 - ✓ Electronic copies of the interim draft deliverables during the project
 - ✓ Electronic copies of the final deliverables in Microsoft Word format and PDF
- **Work Location/Meeting Space.** Madison County EMA/CSEPP or the CSEPP EPT will provide space and audiovisual capabilities to conduct the in-person project planning meetings and the location for the exercise at no additional cost to Tetra Tech. Tetra Tech will not provide refreshments for in-person meetings, drills, or exercise activities. Madison County EMA/CSEPP will be responsible for addressing any ADA compliance requests.
- **Meeting Conduct.** Tetra Tech will provide up to two team members (one in-person and one virtually) to participate in meetings and take notes as outlined in the technical approach. Meetings will be conducted virtually unless otherwise outlined in this proposal. For all exercise planning meetings, the CSEPP EPT will lead and provide all meeting materials including agendas and notes. In addition to what the CSEPP EPT provides, within five business days of exercise planning meetings, Tetra Tech will provide a meeting summary outlining meeting attendance, key discussion points, and action items to be completed for Madison County EMA/CSEPP to the Madison County EMA/CSEPP project sponsor.
- **Drill Conduct.** Tetra Tech will provide one team member to participate in person for up to three drills and take notes, which will be submitted to the Madison County EMA/CSEPP project sponsor within five business days of each drill. Tetra Tech will not develop exercise documentation nor provide control or evaluation services in support of the drills.

- **FSE Conduct.** Tetra Tech will provide one team member to participate in the out-of-sequence and in-sequence FSE in a non-critical role in exercise play to avoid impacting the validity of the exercise. Tetra Tech will not be responsible for developing an AAR/IP. The FEMA/Army Exercise Co-Directors assume this responsibility. FEMA and Madison County EMA/CSEPP will supply a registration site, players, controllers, and evaluators for the FSE.
- **Scheduling.** Meetings, drills, and exercise activities will be held Monday – Friday between 08:00 am and 05:00 pm Eastern. If a drill is requested to be hosted during a weekend, Tetra Tech and the Madison County EMA/CSEPP project sponsor must agree to those terms. Activities will not be held on the day immediately preceding or following a recognized holiday (e.g., Labor Day, Thanksgiving, etc.).
- **Acceptance of Deliverables.** Deliverables will be submitted to the Madison County EMA/SCEPP in draft format. Unless otherwise outlined in this proposal, the Madison County EMA/CSEPP project sponsor and CSEPP EPT's comments must be provided within five business days. The deliverables will be considered final and accepted after incorporating revisions to the draft deliverables and a final resubmission to the Madison County EMA/CSEPP project sponsor and CSEPP EPT. The Madison County EMA/CSEPP project sponsor will be responsible for adjudicating any conflicting comments in draft deliverables before providing to the Tetra
- **Payment Plan Based on Deliverables.** Madison County EMA/CSEPP will be invoiced for completed deliverables. Upon incorporating comments and edits to the draft deliverables and resubmitting to the Madison County EMA/CSEPP project sponsor and CSEPP EPT, such deliverables will be considered accepted, and payment will be due. Invoice payment terms are net 30 days.