

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Homeland Security Consultant Services** as specified herein. Proposals must be received by **2:00 p.m. on July 25, 2019**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

**Proposal Number 2876
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPB, CPPO Supervisor of Property Development & Asset Management, at 865.215.5765. Questions may be faxed to 865.215.5778 or emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.
- 1.4 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5 AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all or none basis. Additionally, Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

Lori Holmann, Business Outreach Coordinator
Knox County Procurement
Telephone: 865.215.5757
Fax: 865.215.5778
E-Mail: lori.holmann@knoxcounty.org

- 1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the closing of this solicitation.
- 1.8 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and five (5) exact copies. Proposers must also submit with their written response an exact electronic version of their proposal in a single pdf file on a CD/flash drive.
- 1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be “free on board” to the County department.**
- 1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, “Knox Purchasing On-Line.” The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, proposals and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, “Knox Procurement On-Line,” if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.14 **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the Procurement Director.
 - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their Proposal if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.18 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.21 PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

- 1.22 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.23 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **July 12, 2019 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.24 SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.25 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.26 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.

- 1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFP as Exhibit A.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.21 TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C.

Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to set forth and convey to prospective proposers the general type and character of homeland security consultant services desired by Homeland Security District 2. Knox County is the host county for District 2. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- 3.2. **AWARD STATUS:** Knox County intends to issue a one-time award with a contract expiration date of August 31, 2020. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.3 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.4 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.
- 3.5 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.
- 3.6 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful proposer(s). The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.
- 3.7 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:
- | | |
|-------------------------------|-----------|
| Pricing | 40 Points |
| Experience and Qualifications | 30 Points |
| Program Plan and Approach | 30 Points |
- 3.8 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.9 **NEGOTIATIONS:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

- 3.10 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.11 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.12 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.13 OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the successful proposer shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by Knox County.
- 3.14 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.15 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.16 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.17 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **July 12, 2019 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

- 4.1 OVERVIEW:** The focus of this contract is to provide the counties of Tennessee Homeland Security District 2 the exercise support necessary to prepare for a complex coordinated terrorist attack (CCTA). The State of Tennessee is divided into eleven homeland security districts. District 2, the largest in the state, is made up of sixteen (16) counties in Central East Tennessee: Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Knox, Jefferson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union. Knox County, the population center of the District, serves as the host county administering grant funds for training and exercises to benefit all the counties within District 2.

The District received funding specifically to develop and implement effective, sustainable, and regional approaches for enhancing preparedness for complex coordinated terrorist attacks, including the following components: identifying capability gaps, developing and/or updating plans, training to implement plans and procedures and conducting exercises to validate capabilities.

This initiative is funded by the Federal Emergency Management Agency (FEMA) through the Department of Homeland Security CCTA Grant Program (CFDA Number 97.133).

The planning and design of this program will be conducted with the direct involvement of members of the CCTA Workgroup along with emergency management and responder agencies within each of the sixteen counties as well as State and Federal partners. See Exhibit B, CCTA Program PTE Plan, for a comprehensive outline of the District 2 CCTA Program.

4.2 **SCOPE OF SERVICES:** The Contractor will provide Homeland Security Consultant Services including but not limited to the following specific tasks:

4.2.1 General Project Scope: The Contractor shall assist with the planning and conduct of the exercises listed below. Exercise design, facilitation and evaluation is required. Logistical support (food and venue) for the exercises is not included as part of this RFP.

- **Complex Coordinated Terrorist Attack (CCTA) Planning Workshop Series** – Sixteen (16) HSEEP compliant Workshops providing counties an opportunity to develop a Complex Coordinated Terrorist Attack Annex to their Emergency Operations Plan. The CCTA Workgroup has developed a draft plan template that will be used to assist counties in developing their annexes. Each workshop will require 1-2 planning meetings (most counties will only require one; however, larger counties may require two).
- **Tactical Interoperable Communication (TIC) Plan Workshop Series** – Four (4) HSEEP compliant Workshops. Three (3) workshops will provide an opportunity for four counties to come together and work on their individual TIC plans. One (1) additional workshop will be conducted for the development of a regional TIC plan. The contractor will need to develop a plan template to be used in facilitating the exercises. Each workshop will require 2 planning meetings.
- **Rescue Task Force (RTF) Functional Exercise** – One (1) HSEEP compliant Functional Exercise. This exercise will evaluate and validate Rescue Task Force training and plans. The exercise will be based in one county and focus on an active shooter event and will specifically focus on law enforcement, fire, EMS and school personnel working together. This exercise will require development of an AAR and Improvement Plan. This exercise will require 2-3 planning meetings.
- **Complex Coordinated Terrorist Attack (CCTA) Functional Exercise Series** – District 2 was awarded assistance from FEMA's National Exercise Division (NED) for these four (4) exercises. NED will provide exercise planning, design and conduct; however, the contractor will be required to assist with exercise facilitation and evaluation. This exercise series will require multiple planning meetings; however, the contractor will not be expected to attend every meeting.

4.2.2 Homeland Security Seminar Program Life Cycle: The contractor shall provide the above described consulting services to the counties in accordance with the following life cycle steps:

- **Timeline:** Please see Exhibit B, CCTA Program PTE Plan for further information on timeline. The contract award will be made as soon as the Knox County review process is complete, and work will begin immediately following the award. All contract deliverables must be completed by August 31, 2020.
- **Exercise Design and Development:** The Contractor will assist with the design and facilitation of the above mentioned workshops and exercises in accordance with the principles and guidance defined in the Homeland Security Exercise and Evaluation Program (HSEEP) standards, which are available at <https://preptoolkit.fema.gov/web/hseep-resources>.

4.3 **MINIMUM QUALIFICATIONS:** Proposers must indicate in Section V, Proposal Format, that the following minimum qualifications are met:

- 4.3.1** Proven experience designing and conducting successful HSEEP compliant exercises.
- 4.3.2** Knowledge of emergency plans and responder capabilities within District 2.
- 4.3.3** Subject matter expertise in active shooter response and rescue task force protocols.
- 4.3.4** Subject matter expertise in FEMA's Communications Unit Leader (COML) protocol.
- 4.3.5** Ability to engage collaboratively and constructively with an array of government and public safety professionals with a wide range of professional experience.

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and five (5) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also required.

Part I SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL

Part II PROPOSER INFORMATION

- Company Name, Address, and telephone/fax numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III PRICING

Proposers must provide a turn-key price, inclusive of all costs to be incurred by the firm/team that will be charged to Knox County. Proposers shall identify the cost for each key task to be undertaken by the firm/team and shall identify the schedule for invoices.

Part IV EXPERIENCE AND QUALIFICATIONS

- Proposers must provide a brief description of the agency, organization, firm, or individual submitting the proposal.
- Proposers must provide number of years providing services similar to those requested in the RFP.
- Proposers must provide a narrative describing their qualifications per Section 4.3.
- Proposers are to detail the capability and relevant experience of the personnel to perform the required scope of work described in Section IV. Identify staff who will be working on each task or element of the project and provide brief resumes for each.
- Proposers are to detail verifiable experience working on projects of comparable type, scale, and geography with samples or links to previous projects.
- Proposers are to demonstrate their familiarity with Homeland Security District 2.

Part V PROGRAM PLAN AND APPROACH

Proposers must provide a detailed description of the plan and approach to be used by the agency, organization, firm, or individual in undertaking and completing the scope of work as outlined in Section IV of the RFP. The approach shall outline the tasks to be undertaken to complete the project, plan for completing each task, and identify the staff who will be responsible for each task.

Part VI ATTACHMENTS

- Submit the Affidavit of Compliance with the Iran Divestment Act (Exhibit B) per Section 2.13.

Part VII OTHER INFORMATION

Proposers may include any other information deemed pertinent to this solicitation.

Part VIII EXCEPTIONS

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

**EXHIBIT A
RFP #2876**

**AFFIDAVIT OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

TENNESSEE CODE ANNOTATED, SECTION 12-12-106

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company*)

_____, (the "Company") and, after being duly authorized by the
Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Signature

Title

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20____.

Signature of Notary Public

Notary Public
My Commission Expires:



Planning, Training and Exercise Plan

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PREFACE

About the District

The State of Tennessee is divided into eleven homeland security districts. District 2, the largest in the state, is made up of sixteen counties in Central East Tennessee - Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Knox, Jefferson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union. Knox County, the population center of the District, serves as the host county administering grant funds for training and exercises to benefit all the counties within District 2. Over the past twelve years, the counties of District 2 have worked together to prepare their communities for a variety of disasters, with a top priority being the prevention of terrorism.

About the Complex Coordinated Terrorist Attack Program

The District received funding specifically to develop and implement effective, sustainable, and regional approaches for enhancing preparedness for complex coordinated terrorist attacks, which include the following components: identifying capability gaps, developing and/or updating plans, training to implement plans and procedures, and conducting exercises to validate capabilities. Successful projects will focus on advancing whole community and regional partnerships by collaborating across jurisdictional boundaries and multi-disciplinary entities.

About the CCTA Workgroup

The District 2 CCTA Program is a collaborative effort with each county having equal access and opportunity to benefit from the proposed plan. Every county has a designated Point of Contact (POC) serving as the primary resource for sharing opportunities to participate in planning, training and exercising with their agencies in the individual counties. All sixteen counties have agreed that planning for a CCTA event is of great importance, and their ideas of how best to do that are incorporated in this plan.

The CCTA Program is directed by the CCTA Workgroup, a group of subject matter experts (SMEs) from a variety of disciplines from various counties in the District. The Workgroup provides advice and guidance relevant to the tactical aspects of the application of the grant.

POINTS OF CONTACT

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CCTA Program Workgroup

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Todd Jones, Tennessee Emergency Management Agency
Wendy Walker, Scott County Emergency Management Agency
David Breeding, Claiborne County Emergency Management Agency
Brian Gard, University of Tennessee Emergency Management
Kenneth Tuggle, Rural Metro Fire
Ed Rose, Knox County Sheriff's Office
Joe Ayers, Sevier County Emergency Management Agency
Charity Menefee, Knox/East TN Healthcare Coalition
John Rose, UT County Technical Advisory Service
Samuel Shaffer, Knoxville Police Department
Gary Compton, Knoxville Fire Department
Derek Fregeolle, Knox County Schools
John Brinkley, Knox County Health Department
Chris McLain, AMR Rural Metro
Logan Farr, TN Homeland Security District 2

PURPOSE

The purpose of the Multi-Year Planning, Training and Exercising Plan is to provide the Counties of District 2 with an understanding as to the strategy of the CCTA Program. It is a living document that will be updated and refined annually (specifically the schedule). The Multi-Year Planning, Training and Exercising Plan provides an easy reference for the District to follow in accomplishing the priorities described in the CCTA grant application.

Each capability, priority or deliverable is linked to a planning, training or exercising effort. The priority is further linked to the associated target capabilities that will facilitate accomplishment of the priority, and the training and exercises that will help the District obtain or validate those capabilities and address that priority.

The Multi-Year Planning, Training and Exercise Plan includes the training and exercise schedule, which provides graphic illustration of proposed activities for the years (using the federal fiscal calendar) 2018 -2020. It is representative of the natural progression of training and exercises that should take place in accordance with the building-block approach for this CCTA Program.

PROGRAM METHODOLOGY

The TN Homeland Security District 2 (D2) Complex Coordinated Terrorist Attack (CCTA) Program will use the following methodology of program design, development and management:

Overarching Goals and Program Deliverables - The targeted result(s) chosen for the D2 CCTA Program <ul style="list-style-type: none">• CCTA-Response Ready Region<ul style="list-style-type: none">○ Planned○ Trained○ Exercised	<i>Where do we want to be at the end of the CCTA Program?</i>
Gap Analysis - A detailed accounting of the current readiness versus what is necessary to achieve the Overarching Goals	<i>Where are we currently?</i>
Metrics - The specific guidance needed to move from our current posture to a CCTA-Response Ready Region <ul style="list-style-type: none">• Goals – Desired results• Objectives – Tasks associated with achieving the goals• Capabilities – Skills required to perform the objectives	<i>How do we get there?</i>

Overarching Goals and Program Deliverables

- The planning effort for this program includes:
 - County CCTA
 - Regional CCTA
 - County Tactical Interoperable Communications (TIC)
 - Regional TIC
- The training effort for this program includes:
 - Rescue Task Force Training
 - CCTA Responder Training & Train the Trainer
 - Area Command Training
- The exercise effort for this program includes:
 - Four (4) Functional Exercises

Gap Analysis

- Gap Analysis Evaluation
 - A contractor/consultant will work with the agencies within the 16 counties of District 2 to determine readiness for a CCTA event.
 - Plans and procedures will be discussed in-depth and training and exercise needs will be determined.
 - The CCTA Capability Gap List will be used to inform the discussion in each county.

- Gap Analysis Conference
 - The Gap Analysis Conference will provide an opportunity for counties to share strengths and weaknesses discovered through their individual gap analysis evaluation.
 - The conference will permit the contractor providing the analysis to present findings and suggestions for a regional approach to CCTA.
 - The conference may include subject matter experts to speak on areas where improvement is needed.
- CCTA Lessons Learned Conference
 - The CCTA Best Practices and Lessons Learned Conference will be an opportunity to share the outcomes of the District 2 CCTA Program.
 - Subject matter experts will be on hand to discuss the best practices gleaned from gap analysis work and the training and exercises provided through this grant program.
 - This conference will also allow time for planning what the next steps should be to continue work in preparing for CCTA incidents. After the grant program is complete, there will still be gaps to address.

METRICS

Goal 1 – Stop the Attack

- **Objectives**
 - Provide all resources necessary to stop the initial attack
 - Prevent follow on attacks
 - FEMA Core Capabilities
 - **Planning** - Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or community-based approaches to meet defined objectives.
 - **Operational Coordination** - Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
 - **On-Scene Security and Protection and Law Enforcement** - Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for all traditional and atypical response personnel engaged in lifesaving and life-sustaining operations.

- **Interdiction and Disruption** - Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.
- **Operational Communications** - Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces

Goal 2 - Provide Medical Care

- **Objectives**

- Deploy multi-discipline teams to provide medical care at point of wounding
- Evacuate casualties to trauma center and hospitals
- Prepare community members to act as initial responders (First Care Providers) (Stop the Bleed)
 - FEMA Core Capabilities
 - **Planning** - Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or community-based approaches to meet defined objectives
 - **Public Health, Health Care (Medical Services), and Emergency Medical Services** - Provide lifesaving medical treatment via emergency medical services and related operations and avoid additional disease and injury by providing targeted public health and medical support and products to all people in need within the affected area.
 - **Operational Coordination** - Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
 - **Community Resilience** - Lead the integrated effort to recognize, understand, communicate, plan, and address risks so that the community can develop a set of actions to accomplish mitigation and improve resilience.
 - **On-Scene Security and Protection and Law Enforcement** - - Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for all traditional and atypical response personnel engaged in lifesaving and life-sustaining operations.

Goal 3 – Operational Coordination and Control

- **Objectives**

- Establish Incident Command
- Establish Area Command
- Coordinate with Emergency Operations Center
- Manage resources to prevent over convergence
- Share intelligence information
- FEMA Core Capabilities
 - **Operational Coordination** - Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
 - **Operational Communications** - Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.
 - **Intelligence and Information Sharing** - Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by Federal, state, local, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among Federal, state, local, or private sector entities, as appropriate.

Goal 4 – Public Messaging

- **Objectives**

- Establish Joint Information Center
- Deploy Preplanned Messaging
- FEMA Capabilities
 - **Public Information and Warning** - Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.
 - **Operational Communications** - Ensure the capacity for timely communications in support of security, situational

awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

Goal 5 – Reunification

- **Objectives**

- Establish Reunification Centers
- Support Continuing Investigation
 - FEMA Capabilities
 - **Mass Care Services** - Provide life-sustaining services to the affected population with a focus on hydration, feeding, and sheltering to those who have the most need, as well as support for reunifying families.
 - **Forensics and Attribution** - Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.

PROGRAM DELIVERABLES

The funding received from the Federal Emergency Management Agency (FEMA) will improve the capability of individual Counties and the capability of the District, as a region, to prepare for; respond to and recover from a Complex Coordinated Terrorist Attack (CCTA). To reach this goal the District will perform the following deliverables:

Identifying Capability Gaps

- Conduct a gap analysis study in each of the counties in District 2

Developing and Updating Plans

- CCTA Planning Workshops - This activity will provide a facilitated workshop to assist each county with incorporating CCTA response into their emergency plan. Information gathered through the gap analysis process and gap analysis conference will be used to inform the plan.
- TIC Plan Workshops - This series of workshops will allow individual counties to work on a Tactical Interoperable Communications Plan (TIC-P). These plans will incorporate responding to events with multiple locations such as in a CCTA event. The final workshop of the series will include all sixteen counties to work on a regional TIC plan.

Training Personnel

- Rescue Task Force Training (RTF) - This activity will provide RTF Training to EMS, fire and law enforcement personnel. Plans vary across the district, and this training will encourage the standardization of protocols.
- Public Information Messaging Training and Conference - This activity will provide training to those responsible for providing information to the public. Training sessions will be offered to emergency managers and other PIOs on how to craft an effective public announcement and share it via social media or emergency apps. The necessity of sharing with the public the importance of emergency apps and reverse 911 type systems and how they will be used during a disaster will be covered in depth. A follow-up conference will allow PIOs and emergency managers to discuss and build on the knowledge gained through the public information training. Attendees will have an opportunity to begin work on a public information campaign that can be used in their individual communities.
- Resource Awareness Conference - This activity will provide a workshop for information sharing in regards to available resources to respond to a CCTA event within emergency services and private industry. Attendees will share information on what resources they can provide and what resources they may

need during a response. Best practices in cataloging resource information will be included.

- ICS/Area Command for CCTA Events - ICS Training has been a top priority for emergency responders across District 2. This activity will take responder knowledge to the next level. Learning how to successfully implement ICS when multiple jurisdictions are involved in one incident is imperative to effectively responding to a CCTA event. This training will focus on Area Command and best practices on implementation.

Developing and Conducting Exercises

- Rescue Task Force Functional Exercise - This exercise will evaluate and validate Rescue Task Force training and plans. The exercise will be based on an active shooter event and will specifically focus on law enforcement, fire, EMS and school personnel working together.
- CCTA Functional Exercise Series - The exercise series will provide an opportunity to address corrective actions recommended in the 2017 CCTA Tabletop Exercise held in Knox County. Recommended improvements were noted under both the operational coordination and operational communications core capabilities. A lack of formal plans containing multi-agency/multi-jurisdictional response was noted under operational coordination, and the lack of communication plans between counties was noted under operational communications. These plans will be developed through our CCTA Program, and the requested exercises will be used to evaluate these plans and make improvements, if needed.

Other Goals and Objectives

- Regional Plan – It is the desire of the CCTA Workgroup to produce a comprehensive regional (District 2) CCTA plan. The ideal plan will provide each county with information regarding all counties capabilities, needs, likely requests and level of mutual aid support during a CCTA event.

Multi-Year Planning, Training and Exercise Schedule

The following schedule illustrates the current timeline for the Tennessee Homeland Security District 2 Complex Coordinated Terrorist Attack (CCTA) Program's planning, training and exercise activities from June 2018 to June 2020. The schedule captures the desire of District 2 to prepare for, respond to and recover from a CCTA event over the course of the next 2 years.

The jurisdictions within the district currently possess different levels of preparedness regarding CCTA and associated capabilities. Because of these differences, the District's multi-year Planning Training and Exercise Schedule uses a building-block approach when determining when planning, training and exercises take place. The building-block approach ensures successful progression in the CCTA programs design, complexity, and execution, and allows for the appropriate training and preparation to occur in the counties in preparation for presenting a regional approach.

May 2018 – October 2018 – Gap Analysis Evaluation (Complete)

October 2018 – Gap Analysis Conference (Complete)

November 2018 – November 2019 – Rescue Task Force Training Development (Underway)

February 2019 – May 2019 – PIO Conference Planning & Conduct (Complete)

May 2019 – September 2019 – Resource Awareness Planning & Conduct (Underway)

August 2019 – November 2019 – Area Command Training

August 2019 – April 2020 – County CCTA Annex Workshops

August 2019 – April 2020 – TIC Plan Workshops

January 2020 – July 2020 – CCTA Functional Exercise Series

July 2020 – CCTA Lessons Learned Conference