State of Oregon



Cover Page

OREGON DEPARTMENT OF EDUCATION

school safety and emergency management iga

Request for Applications (“RFA”)

Date of Issue: January 22, 2024

Closing Date and Time: February 21, 2024, 3:00 PM PST

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1. GENERAL INFORMATION
	1. PURPOSE

The State of Oregon, acting by and through its Department of Education, (“Agency”), is issuing this Request for Applications (“RFA”) from Education Service Districts (“ESDs”) to provide Emergency Operations Plan (“EOP”) training and technical assistance to Districts, Schools, Charters and ESDs within the Applicant’s region. Agency intends to enter into six Agreements with ESDs throughout the State under this RFA, with each ESD that receives an Agreement being responsible for their region as described in Attachment B, Description of Regions to provide services described herein Section 2.4, Scope of Activities.

The primary purposes of this RFA is to have ESDs that enter into an Agreement participate in the SSEM Program by:

* Developing Oregon’s education system’s long-term capacity to maintain school emergency management expertise and capability at local levels; and
* Assessing, providing training, providing technical assistance, and improving the capacity of Districts, Schools, Charters and ESDs within the Applicant’s region to develop and implement new, or strengthen existing, high-quality, all-hazards EOPs customized to their unique District, School, Charter, ESD and community culture and response capabilities that will enable them to better prepare for, respond to, and recover from any threat or hazard.

Additional details are included in Section 2.4, Scope of Activities.

* 1. AGREEMENT AMOUNT AND DURTION

Agency anticipates entering into six agreements (each an “Agreement”) under this RFA. The initial term of each Agreement is anticipated to be two years, with a potential renewal every two years with review for amendment and continuation. Extension of the Agreement for time or funds is at the sole discretion of the Agency. Total funding for this program is $2,000,000.00, with the maximum amount each Contractor can receive under the initial term of the Agreement anticipated to be $330,000.00.

* 1. ELIGIBILITY

To be eligible to enter into an Agreement under this RFA, Applicants must meet the following criteria:

* + Applicant must be an Education Service District;
	+ Application must include a plan that describes how Applicant will carry out the services described in Section 2.4, Scope of Activities, including the SSEM Plan described in section 2.4.1.;
	+ Applicant must provide at least one Key Person(s) who will serve as the regional representative of the SSEM Program and be a subject matter expert on school emergency management fundamentals.
	1. SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

|  |  |  |
| --- | --- | --- |
| Event | Date | Time |
| Pre-Application conference | February 1, 2024 | 12:00 PM |
| Questions/ requests for clarification due | February 6, 2024 | 3:00 PM |
| Answers to questions/ requests for clarification issued (approximate) | February 13, 2024 |
| Closing (Applications due) | February 21, 2024 | 3:00 PM |
| Issuance of notice of award (approximate) | April, 2024 |

* 1. SINGLE POINT OF CONTACT (SPC)

The SPC for this RFA is identified on the Cover Page, along with the SPC’s contact information. Applicants must direct all communications related to any provision of the RFA, whether about the technical requirements of the RFA, Agreement requirements, the RFA process, or any other provision only to the SPC.

1. AUTHORITY AND SCOPE
	1. AUTHORITY

Agency is issuing this RFA pursuant to its authority under Oregon Revised Statute (“ORS”) 190.110 which provides that state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

Additionally, ORS 327.008 directs the Agency to provide support to school districts, ESDs and public charter schools at any time before, during or after a threat or hazard that may affect a school district, an education service district or a public charter school and for the purpose of helping to improve the safety and security of students and staff, under the SSEM Program.

Finally, Senate Bill 1002 (“SB 1002”) of the 2023 legislative regular session provides that each biennium, the Agency may expend from the State School Fund no more than $3 million for expenses incurred by the department in providing support to school districts, ESDs and public charter schools at any time before, during or after a threat or hazard that may affect a school district, an ESD or a public charter school and for the purpose of helping to improve the safety and security of students and staff.

* 1. DEFINITION OF TERMS
		1. Common RFA Definitions

For the purposes of this RFA, capitalized words will refer to the following definitions:

* + “Addendum” or “Addenda” means an addition to, deletion from, a material change in, or general interest explanation of this RFA.
	+ “Agency” means the Oregon Department of Education.
	+ “Applicant” means an entity who submits an Application in response to this RFA.
	+ “Application” means a written response to this RFA.
	+ “Closing” means the date and time specified in this RFA as the deadline for submitting Applications.
	+ “Contractor” means an ESD that has signed an agreement with Agency to perform work on the SSEM Program and to be reimbursed for the work via an Agreement.
	+ “Evaluation Committee” means the group of people who will evaluate and score Applications submitted in response to this RFA.
	+ “OAR” means Oregon Administrative Rule.
	+ “State” means the state of Oregon.
		1. Project-Specific Definitions

For the purposes of this RFA, capitalized words will refer to the following project-specific definitions:

* + “Agreement” means the SSEM Program Agreement for which this RFA is for.
	+ “Annex” means a part of the EOP that provides specific information and direction that focuses on emergency operations: what the emergency response function is and who is responsible. An annex will identify actions to take before, during and after an incident, either as a general function (Functional Annex) or as a distinct plan that addresses a specific threat or hazard (Threat- and Hazard-Specific Annex).
	+ “Awarded ESD” means an ESD that Agency has selected to enter into an Agreement with this RFA, but before the Parties have signed an Agreement; once the Parties have entered into an Agreement, the Awarded ESD is a Contractor.
	+ “Capacity Assessment” means an assessment of a District or ESD’s capabilities and capacity to handle any threat or hazard before, during or after an event using Agency-provided assessment tool.
	+ “ESD” is an Educational Service District.
	+ “EOP” is a District, School, Charter or ESD’s Emergency Operations Plan.
	+ “FEMA” is the Federal Emergency Management Agency.
	+ “Functional Annex” means the goals, objectives, and courses of action of functions (e.g., evacuation, lockdown, shelter-in-place) that apply across multiple threats or hazards. Functional annexes set forth how a school manages a function before, during, and after an emergency.
	+ “ICS” is the Incident Command System.
	+ “Improvement Activity” means any formal training session, exercise activity (such as a tabletop or full-scale exercise), site assessment or documented improvement to a District, School, Charter or ESD’s EOP. A new or updated Capacity Assessment of the corresponding District or ESD must be completed within 30 days of an Improvement Activity in order for the activity to count toward a contracted ESD’s annual deliverables.
	+ “Key Person(s)” means one or two Awarded ESD’s employee(s) who will serve as the regional representative(s) of the SSEM Program and be a subject matter expert(s) on school emergency management fundamentals.
	+ “NIMS” is the National Incident Management System.
	+ “OEM” is the Oregon Department of Emergency Management.
	+ “Program Materials” means any public-facing informational materials that describe or refer to the SSEM Program, its mission or Agency’s responsibility to implement an all-hazards program in support of Oregon Schools under ORS 327.008.
	+ “REMS” is the Readiness and Emergency Management for Schools.
	+ “SSEM Program” is the Oregon School Safety and Emergency Management program.
	+ “SSEM Plan” means the SSEM Program plan provided by Applicant that details how Applicant, if Applicant becomes a Contractor, will help Districts, Schools, Charters and ESDs within Contractor’s region to develop new, or strengthen existing, all-hazards emergency plans that will enable them to better prepare for, respond to, and recover from any threat or hazard they could face.
	+ “Threat- and Hazard-Specific Annex” means the goals, objectives, and courses of action that a school will follow to address a particular type of threat or hazard (e.g., earthquake, tsunami). Threat- and hazard-specific annexes, like functional annexes, set forth how a school manages a threat or hazard before, during, and after an emergency.
	+ “Training Materials” means any material or communication solely used as an Improvement Activity.
	+ “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Contractor is required to deliver to Agency under any Agreement awarded under this RFA as set forth in the Sample Agreement contained in Attachment A, and all intellectual property rights therein. Both Program Materials and Training Materials are also included in this definition.
	1. OVERVIEW
		1. SCHOOL SAFETY AND EMERGENCY MANAGEMENT (SSEM)

The mission of the SSEM Program is to support the development and implementation of high quality EOPs in schools across the state to help improve the safety and security for all students and staff. ORS 336.071 and  OAR 581-022-2225 require schools to instruct and drill students on emergency procedures and maintain a comprehensive safety program that includes plans for responding to emergencies.

* + 1. BACKGROUND

The SSEM Program, previously established with funding by a US Department of Education grant, began with the Agency contracting with third parties to provide training and technical assistance to Districts, Schools, Charters and ESDs on the development and implementation of high-quality school EOPs. Agency’s plan called for ESDs to provide these services to Districts, Schools, Charters and ESDs across Oregon and to train school staff on creating or updating their EOPs. Agency is continuing this work with state funding. The purpose of this RFA is to identify and provide Agreements to the ESDs that will implement the SSEM Program.

* + 1. GOALS

The overarching goals of the SSEM Program are to provide the highest quality training and resources for Oregon schools to plan for and respond to emergencies affecting their students and staff in order to increase emergency preparedness and improve the capacity of Oregon’s education system’s long-term capacity to maintain school emergency management expertise and capability at local levels. Contractors will use the funds provided under the Agreement to implement these goals.

* 1. SCOPE OF ACTIVITIES

Contractor will serve as one of the ESDs tasked with providing EOP training and technical assistance within their region as described in Attachment B. The primary work to be performed by Contractor involves assessing Districts, Schools, Charters and ESDs’ emergency preparedness capacity, providing regional EOP training and technical assistance services to the Districts, Schools, Charters and ESDs. Through assessment, training and technical assistance, Contractor will help Districts, Schools, Charters and ESDs within Contractor’s region to develop new, or strengthen existing, all-hazards emergency plans that will enable them to better prepare for, respond to, and recover from any threat or hazard they could face.

* + 1. The SSEM Plan

Applicant shall prepare and submit to Agency for Agency approval a SSEM Plan that describes how Applicant will carry out the services described in Section 2.4 below. The SSEM Plan shall include, but is not limited to, a training schedule and an annual budget that describes all proposed expenditures received during the term of the Agreement. The SSEM Plan shall also include how Applicant will include diverse perspectives and how historically marginalized individuals will be considered and accommodated in school emergency preparedness training and technical assistance. Upon Agency’s written approval of the SSEM Plan, an Awarded ESD shall deliver services in accordance with the SSEM Plan. Awarded ESD may modify the SSEM Plan with Agency’s prior written approval. An Awarded Applicant shall annually review the SSEM Plan with Agency to confirm progress and adherence to the SSEM Plan.

* + 1. Key Person

Applicant will provide at least one Key Person who will serve as the regional representative of the SSEM Program. Alternatively, if Applicant wishes to split the duties of the Key Person between two employees, they may provide two Key Persons as long as one or both employees are available to provide the required expertise and personal attention required. Applicant acknowledges and agrees that Agency will select Contractor(s) because of the special qualifications of Applicant's Key Person(s) identified in the SSEM Plan. Neither Contractor nor a Key Person(s) may delegate performance of the powers and responsibilities that a Key Person(s) is required to provide to another Contractor employee, subcontractor or agent without first obtaining the written consent of Agency. Further, Contractor may not re-assign or transfer a Key Person(s) to other duties or positions such that the Key Person(s) is no longer available to provide Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person(s) in the event the Key Person(s) is no longer available due to circumstances beyond Contractor’s reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a reassignment or transfer of a Key Person(s), or if Contractor must replace a Key Person(s), Agency may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person(s). Any such replacement must have substantially equivalent or better qualifications than the Key Person(s) being replaced. If Agency is paying Contractor on an hourly or other periodic basis, then Contractor will not charge Agency, and Agency will not pay, for a replacement Key Person(s) while such replacement acquires the project knowledge and skills necessary to perform the required role of the Key Person(s). Such period of non-charge will be agreed upon by the parties.

* + 1. Key Person(s) & Certifications

Applicant’s Key Person(s) will be a subject matter expert on school emergency management fundamentals. Applicant’s Key Person(s) must continue to stay trained and remain knowledgeable of school emergency management best practices as developed and implemented by the Federal Emergency Management Agency (FEMA), the Readiness and Emergency Management for Schools (REMS) Technical Assistance Center, Oregon Department of Emergency Management, the Oregon Department of Education and other relevant state and federal agencies throughout the term of the Agreement signed by Contractor . Applicant’s Key Person(s) shall maintain availability for monthly and annual SSEM Program meetings, conferences and training events. Applicant’s Key Person(s) shall provide certificates of completion of the following training within 30 days of contract execution:

FEMA Independent Study Course 362, Multi-hazard Emergency Planning for Schools.

FEMA Independent Study Course 100, Introduction the Incident Command System.

FEMA Independent Study Course 200, Basic ICS for Initial Response.

FEMA Independent Study Course 700, An Introduction to National Incident Management System.

FEMA Independent Study Course 800, National Response Framework, An Introduction.

* + 1. Training and Technical Assistance

Contractor will provide regional EOP training and related technical assistance to the Districts, Schools, Charters and ESDs described in Attachment B, and in accordance with the Agreement entered into by Contractor. Training and technical assistance that is conducted should be targeted to the recipient District, School, Charter and ESD’s identified needs as assessed by the Contractor.

* + 1. SSEM Training Materials

Training Materials that the Contractor develops should be for the purpose of building emergency preparedness capacity at every level: the Districts, Schools, Charters and ESDs of Applicant’s region. Applicant shall ensure that all Training Materials developed and used are consistent with the FEMA “Guide for Developing High-Quality School Emergency Operations Plans,” National Incident Management System (“NIMS”), and Incident Command System (“ICS”) practices, state-specific guidelines, Oregon Emergency Management (“OEM”) guidance, and Agency guidance. Any deviations from these standards and guidance must be pre-approved by Agency in writing. Agency will provide Applicant with Program Materials that can be used to promote and explain the SSEM Program. Applicant must get Agency approval prior to the use of any Program Materials not developed or provided by the Agency.

Contractor shall ensure all training and technical assistance provided under this Agreement meets or exceeds Agency’s expectations for quantity and quality as follows in Sections 2.4.6 and 2.4.7 below.

* + 1. Quantity

Between July 1, 2023 and June 30, 2025, Contractor shall provide a minimum of 4 (four) Deliverables per quarter that meet the following requirements:

* + - 1. Deliver, or co-deliver with Agency or other Contractors, at Agency’s discretion EOP training and technical assistance that shall demonstrate an improvement to a given District, School, Charter or ESD’s emergency preparedness capacity. Contractor shall deliver to Agency appropriate documentation of Improvement Activity that may also be used to support a community of knowledge and practice, and such documentation will be shared among other Contractors or on the Agency website for statewide access. Improvement Activities must be in one of the following six categories:

Planning for and accommodating students and staff with access and functional needs.

Community collaboration in emergency preparedness including the implementation of memorandums of understanding or agreement with appropriate community partners.

The incorporation of ICS fundamentals and training District, School, Charter or ESD’s staff on ICS.

District, School, Charter or ESD’s internal threat and hazard, site safety, and planning assessments and evaluation.

Creating or improving a functional annex for a District, School, Charter or ESD.

Creating or improving a threat or hazard-specific annex for a District, School, Charter or ESD.

* + - 1. Provide Agency with a Capacity Assessment of District and ESDs engaged with emergency preparedness Improvement Activities using Agency-provided assessment tool. The assessment tool will require Contractor to evaluate and record the capability of each District and ESD assessed in the six categories addressed in the above paragraph (i). A new or updated Capacity Assessment of the corresponding District or ESD must be completed within 30 days of an Improvement Activity in order for the activity to count toward Contractor’s Deliverable requirement. The Capacity Assessment is used to track program engagement, identify regional and statewide trends in school emergency preparedness, and demonstrate improvements made in emergency preparedness by Oregon Districts and ESDs through the assistance of the SSEM Program.

When complying with the requirements in paragraph (i) of this section, a single Improvement Activity can count toward multiple of Applicant’s Deliverable requirements if it is implemented with and accompanies Capacity Assessments for multiple Districts, Schools, Charters or ESDs. For example: a single training package delivered to three Districts can count as three Deliverables if a Capacity Assessment is completed for each participating District.

* + 1. Quality

Contractor shall establish and consistently utilize evaluation criteria provided by Agency that, at a minimum, allows recipients of EOP training and technical assistance to provide feedback and ratings in the following areas:

* The extent to which the training and technical assistance services provided were clear, relevant, and effective in helping participants develop or improve their EOPs;
* How well the training and technical assistance services provided address EOP best practices, the emergency planning needs of the participants, and supports system change or improvement to build local capacity to manage emergency events effectively;
* The extent to which the training and technical assistance services provided were of sufficient quality, rigor, and duration to lead to improvements in practice among the recipients of those services; and
* The extent to which the training and technical assistance services provided ensure equal access and treatment for eligible project participants who are members of groups that have traditionally been underrepresented based on race, color, national origin, gender, sexual orientation, age, or disability.
	+ 1. Deliverables

In addition to the services required in this RFA, Contractor shall provide to Agency periodic reports that document progress as follows:

|  |  |
| --- | --- |
| **Due Date** | **Deliverable(s)** |
| 30 days after the end of each calendar quarter; 15 days after the end of each fiscal year (July 15th of each calendar year). | A quarterly invoice for reimbursement of qualified expenditures. Reporting required with each quarterly invoice shall include a description of the services completed during the invoice period, specifically:* The number of Capacity Assessments and Improvement Activities completed;
* The date each Capacity Assessment and Improvement Activity was completed;
* The names of participating Districts, Schools, Charters or ESDs;
* The categories of improvement that were trained or implemented;
* Copies of the Capacity Assessments that were completed;
* Documents evidencing the Improvement Activities delivered; and
* Participant feedback.

Contractor shall complete at least four Deliverables per quarter.  |
| 45 days after the end of each fiscal year (August 14th of each calendar year). | An Annual review and certification of the SSEM Plan. Any proposed changes by Applicant as part of an annual review must be approved in writing by Agency.  |

1. PROCESS AND REQUIREMENTS
	1. AGREEMENT PROCESS
		1. Public Notice

The RFA, including all Addenda and attachments, is published on Agency’s website at https://www.oregon.gov/ode/schools-and-districts/grants/Pages/School-Safety-and-Emergency-Management.aspx

RFA documents will be emailed to prospective Applicants.

Prospective Applicants are solely responsible for checking Agency’s website to determine whether any Addenda have been issued. Addenda are incorporated into the RFA by this reference.

* + 1. Questions/ Requests for Clarification

All inquiries, whether relating to the RFA process, administration, deadline, or method of award, or to the intent or technical aspects of the RFA must:

* Be emailed to the SPC;
* Reference the RFA number;
* Identify Applicant’s name and contact information;
* Refer to the specific area of the RFA being questioned (e.g., page, section, paragraph number, etc.); and
* Be received by the due date and time for questions/ requests for clarification identified in the Schedule.
	+ 1. Pre-Application Conference

A pre-Application conference will be held at the date and time listed in the Schedule in Section 1.4. Prospective Applicants’ participation in this conference is highly encouraged but not mandatory. A Prospective Applicant may attend a pre-Application conference only if the prospective Applicant has pre-registered for the conference.

The purpose of the pre-Application conference is to:

* Provide an additional description of the project;
* Explain the RFA process; and
* Answer any questions Applicants may have related to the project or the process.

Statements made at the pre-Application conference are not binding upon Agency. Applicants may be asked to submit questions in writing.

Details for the virtual session, including the webinar link, will be posted on Agency website. https://www.oregon.gov/ode/schools-and-districts/grants/Pages/School-Safety-and-Emergency-Management.aspx

* + 1. Application Due Date

Applications and all required submittal items must be received by the SPC on or before Closing. Applications received after Closing will not be accepted. All Application modifications or withdrawals must be completed prior to Closing.

Applications received after Closing are considered LATE and will NOT be accepted for evaluation.

* + 1. Application Submission

**Email.** An electronic version of the complete Application must be emailed to the SPC. Only complete Applications submitted by Closing will be scored.

Applicant is solely responsible for ensuring its Application is received by the SPC in accordance with the RFA requirements before Closing. Agency is not responsible for any delays by transmission errors or delays or mistaken delivery.

* + 1. Modification or Withdrawal of Applications

Any Applicant who wishes to modify or withdraw an Application already received by Agency must do so prior to Closing. Applicant must submit its modification or request to withdraw to the SPC using one of the manners listed in the Application Submission section. Modifications must denote the specific change(s) to the Application submission. All requests must reference the RFA number.

* + 1. Application Rejection

Agency may reject an Application for any of the following reasons:

* Applicant fails to substantially comply with all prescribed RFA procedures and requirements;
* Applicant makes any contact regarding this RFA with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or initiates inappropriate contact with the SPC;
* Applicant attempts to inappropriately influence a member of the Evaluation Committee; or
* Application is conditioned on Agency’s acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFA or Addenda.
	1. APPLICATION REQUIREMENTS

Application must address each of the items listed in this section and all other requirements set forth in this RFA. Applicant must describe how activities will be completed. An Application that merely offers to fulfill the project will be considered non-responsive to this RFA and will not be considered further.

* + 1. Application Narrative

Applicant must complete and submit a narrative that addresses each of the elements described below. The narrative must not exceed 6 pages. Applicant should use definitive verbs in their narrative to describe what Applicant “will” do rather than aspirational verbs such as “hopes”, “expects”, “intends”, “plans”, or similar verbs that do not express a firm commitment to undertake a specific action.

* + - 1. The SSEM Plan
			(no more than 2 pages in length)

Describe Applicant’s SSEM Plan to provide training and technical assistance to Districts, Schools, Charters and ESDs within Applicant’s region in the following ways:

* + perform emergency preparedness Capacity Assessments using Agency-provided assessment tool;
	+ provide a minimum of 4 (four) Deliverables per quarter that involve Improvement Activities within the six categories described in Section 2.4.6 that demonstrate an improvement to a given District, School, Charter or ESD’s emergency preparedness capacity which may also be used to support a statewide community of knowledge and practice; and
	+ assist to develop new or strengthen existing all-hazards emergency plans to prepare for, respond to, and recover from any threat or hazard.

Describe what kinds of activities and how Applicant will reach and engage the Districts, Schools, Charters and ESDs of Applicant’s region in order to accomplish the goal of increasing emergency preparedness in the Applicant’s region. Examples could include: small site-specific engagements to large-scale training events across multiple districts; direct, in-person engagement; tabletop engagement; reunification exercises; etc.

Describe Applicant’s Training Schedule.

Describe how Applicant’s SSEM Plan will include diverse perspectives and how historically marginalized individuals will be considered and accommodated in school emergency preparedness training and technical assistance.

Describe how Applicant will utilize feedback and ratings from participating Districts, Schools, Charters and ESDs of Applicant’s region based on evaluation criteria provided by Agency, regarding Applicant’s assistance as described in Section 2.4.7.

* + - 1. Training and Technical Assistance Experience
			(no more than 1 page in length)

Describe Applicant’s experience providing any school safety-related technical assistance and coaching to Districts, Schools, Charters and other ESDs.

Describe how Applicant has worked to build relationships with Districts, Schools, Charters and other ESDs in order to authentically engage viewpoints and opinions in order to tailor assistance to meet the need.

Describe Applicant’s experience utilizing feedback from prior training or technical assistance provided an example of prior technical assistance and discuss how it altered Applicant’s practices.

* + - 1. Key Person(s) & Certifications
			(no more than 1 page in length)

Describe how the Applicant will fulfill the requirement of the Key Person(s) described in Sections 2.4.2 and 2.4.3. Description should include how the Key Person(s) demonstrates, or will demonstrate, the experience and special qualifications as a subject matter expert on school emergency management fundamentals, including knowledge of best practices developed and implemented by the Federal Emergency Management Agency (FEMA), the Readiness and Emergency Management for Schools (REMS) Technical Assistance Center, Oregon Department of Emergency Management, the Oregon Department of Education and other relevant state and federal agencies.

* + - 1. Budget
			(no more than 1 page in length)

Applicant must complete and submit a detailed budget with narrative that clearly identifies reasonable costs associated with fulfilling the RFA. Attachment C is a Budget Example that may be utilized to provide Applicant with a template for providing detailed budget.

At a minimum, the budget must include the following elements:

Description of how each budget line item was determined; and

Identification of roles and responsibilities for any staff funded by the Agreement

* + - 1. Capacity
			(no more than 1 page in length)

Describe Applicant’s capacity for providing training and technical assistance on emergency preparedness to Districts, Schools and Charters within its region without SSEM Program funding.

* + 1. Applicant Information

All Applications are public record and are subject to public inspection after Agency issues the notice of award.

1. EVALUATION
	1. RESPONSIVENESS DETERMINATION

Applications received prior to Closing will be reviewed for responsiveness to all RFA requirements. If the Application is unclear, the SPC may request clarification from Applicant. However, clarifications may not be used to rehabilitate a non-responsive Application. If the SPC finds the Application non-responsive, the Application may be rejected, however, Agency may waive minor mistakes in its sole discretion.

* 1. EVALUATION CRITERIA

Responsive Applications meeting the requirements outlined in Section 3.2, Application Requirements will be evaluated by an Evaluation Committee. Evaluators will assign a score of 0 to 10 for each evaluation criterion listed below in this section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Applications. A response to a clarification request must be to clarify or explain portions of the already submitted Application and may not contain new information not included in the original Application.

|  |  |
| --- | --- |
| SCORE | EXPLANATION |
| 10 | OUTSTANDING – Application meets all requirements and Applicant demonstrates in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. Applicant provides insight into its expertise, knowledge, and understanding of the subject matter. |
| 6 – 9 | VERY GOOD – Application provides useful information, while showing Applicant’s experience and knowledge of the subject matter and project. Applicant demonstrates above average knowledge and ability with no apparent deficiencies noted. |
| 5 | ADEQUATE – Application meets all requirements in an adequate manner. Applicant demonstrates an ability to comply with guidelines, parameters, and requirements, but does not put forth additional information. |
| 1 – 4 | FAIR – Application meets minimum requirements, but Applicant does not demonstrate sufficient knowledge of the subject matter. |
| 0 | POOR – Application is unacceptable and does not meet the requirements set forth in the RFA. Applicant does not demonstrate knowledge of the subject matter. |

* + 1. Evaluation Item 1: The SSEM Plan (70 points)
* How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by performing emergency preparedness Capacity Assessments using Agency-provided assessment tools?
* How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by providing a minimum of 4 (four) Deliverables per quarter that involve Improvement Activities within the six categories described in Section 2.4.6 that demonstrate an improvement to a given District, School, Charter or ESD’s emergency preparedness capacity which may also be used to support a statewide community of knowledge and practice?
* How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by assisting to develop new or strengthen existing all-hazards emergency plans to prepare for, respond to, and recover from any threat or hazard?
* How well does Applicant’s SSEM Plan describe the kinds of activities and how Applicant will reach and engaged Districts, Schools, Charters and ESDs of Applicant’s region in order to accomplish the goal of increasing emergency preparedness in the Applicant’s region?
* How well does Applicant’s Training Schedule in the SSEM Plan align with Agency’s expectations of accomplishing the goal of increasing emergency preparedness in the Applicant’s region?
* How well does Applicant’s SSEM Plan include diverse perspectives and include how historically marginalized individuals will be considered and accommodated in school emergency preparedness training and technical assistance?
* How well does Applicant’s SSEM Plan intend to utilize feedback and ratings from participating Districts, Schools, Charters and ESDs of Applicant’s region based on evaluation criteria provided by Agency, regarding Applicant’s assistance as described in Section 2.4.7?
	+ 1. Evaluation Item 2: Training and Technical Experience (30 points)
* How well does Applicant show evidence of experience providing any school safety-related technical assistance and coaching to Districts, Schools, Charters or other ESDs?
* How well does Applicant show evidence of experience working to build relationships with other Districts, Schools, Charter or other ESDs in order to authentically engage viewpoints and opinions in order to tailor assistance to meet the need?
* How well does Applicant show evidence describing utilization of feedback from prior training or technical assistance: was feedback used and if so, how well does Applicant describe how it improved Applicant’s future trainings and technical assistance?
	+ 1. Evaluation Item 3: Key Person(s) and Certifications (50 points)
* How well does Application describe how Applicant will fulfill the requirement of the Key Person(s)? Applicant’s description should include how the Key Person(s) demonstrates or will demonstrate the necessary experience and special qualification as a subject matter expert on school emergency management fundamentals, including knowledge of best practices developed and implemented by FEMA, REMS Technical Assistance Center, Oregon Department of Emergency Management, the Oregon Department of Education and other relevant state and federal agencies.
	+ 1. Evaluation Item 4: Budget (40 points)
* To what extent is Applicant’s budget reasonable and appropriate for the scope of the proposed entity and activities?
* How well does the budget narrative align with budget line items?
* How well does the budget narrative clearly describe budget line items and their purpose?
* To what extent are the budget line items allowable based on RFA guidelines?
	+ 1. Evaluation Item 5: Capacity (10 points)

How well does Applicant show evidence of capacity for providing training and technical assistance on emergency preparedness to Districts, Schools and Charters within its region without SSEM program funding?

* 1. POINT AND SCORE CALCULATIONS

Scores are the values (0 through 10) assigned by each evaluator.

Points are the total possible values for each section as listed in the table below.

The SPC will average all scores for each evaluation criterion. The average score will be used as a percentage multiplier of the maximum possible points for that criterion. 1=10%, 5=50%, 9=90%, etc.

EXAMPLE:

Applicant A receives scores of 10, 9, and 8 for a criterion worth 50 points. The SPC averages 10, 9, and 8 for a score of 9. 9 is used as a 90% multiplier to the possible points of 50. 50 multiplied by 90% is 45. Applicant A’s points for the criterion is 45.

Points possible are as follows:

|  |  |  |
| --- | --- | --- |
| SECTIONREFERENCE | EVALUATION CRITERIA | POINTSPOSSIBLE |
| 4.2.1 | Evaluation Item 1: The SSEM Plan |
| How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by performing emergency preparedness Capacity Assessments using Agency-provided assessment tools? | 10 |
| How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by providing a minimum of 4 (four) Deliverables per quarter that involve Improvement Activities within the six categories described in Section 2.4.6 that demonstrate an improvement to a given District, School, Charter or ESD’s emergency preparedness capacity which may also be used to support a statewide community of knowledge and practice? | 10 |
| How well does Applicant’s SSEM Plan describe the training and technical assistance it will provide to Districts, Schools, Charters and ESDs within Applicant’s region by assisting to develop new or strengthen existing all-hazards emergency plans to prepare for, respond to, and recover from any threat or hazard? | 10 |
| How well does Applicant’s SSEM Plan describe the kinds of activities and how Applicant will reach and engaged Districts, Schools, Charters and ESDs of Applicant’s region in order to accomplish the goal of increasing emergency preparedness in the Applicant’s region? | 10 |
| How well does Applicant’s Training Schedule in the SSEM Plan align with Agency’s expectations of accomplishing the goal of increasing emergency preparedness in the Applicant’s region? | 10 |
|  How well does Applicant’s SSEM Plan include diverse perspectives and include how historically marginalized individuals will be considered and accommodated in school emergency preparedness training and technical assistance?  | 10 |
|  How well does Applicant’s SSEM Plan intend to utilize feedback and ratings from participating Districts, Schools, Charters and ESDs of Applicant’s region based on evaluation criteria provided by Agency, regarding Applicant’s assistance as described in Section 2.4.7? | 10 |
| 4.2.2 | Evaluation Item 2: Training and Technical Assistance Experience |
| How well does Applicant show evidence of experience providing school safety-related technical assistance and coaching to Districts, Schools, Charters or other ESDs? | 10 |
| How well does Applicant show evidence of experience working to build relationships with Districts, Schools, Charters and other ESDs in order to authentically engage viewpoints and opinions in order to tailor assistance to meet the need? | 10 |
| How well does Applicant show evidence describing utilization of feedback from prior training or technical assistance: was feedback used and if so, how well does Applicant describe how it improved Applicant’s future trainings and technical assistance? | 10 |
| 4.2.3 | Evaluation Item 3: Key Person(s) & Certifications |
| How well does Application describe how Applicant will fulfill the requirement of the Key Person(s). Applicant’s description should include how the Key Person(s) demonstrates the necessary experience and special qualification as a subject matter expert on school emergency management fundamentals, including knowledge of best practices developed and implemented by FEMA, REMS Technical Assistance Center, Oregon Department of Emergency Management, the Oregon Department of Education and other relevant state and federal agencies.  | 50 |
| 4.2.4 | Evaluation Item 4: Budget |
| To what extent is Applicant’s budget reasonable and appropriate for the scope of the proposed activities? | 10 |
| How well does the budget narrative align with and adequately explain the budget line items? | 10 |
| How well does the budget narrative clearly describe budget line items and their purposes? | 10 |
| To what extent are the budget line items allowable based on RFA guidelines? | 10 |
| 4.2.5 | Evaluation Item 5: Capacity  |  |
| How well does Applicant show evidence of capacity for providing training and technical assistance on emergency preparedness to Districts, Schools and Charters within its region without SSEM program funding? | 10 |
| TOTAL POINTS POSSIBLE | **200** |

* 1. RANKING OF APPLICANTS

The SPC will total the points for each Application. The SPC will determine rank order for each respective Application, with the highest point total receiving the highest rank, and successive rank order determined by the next highest point total.

Agency reserves the sole discretion to not award any Applicant from any Region, regardless of score and to instead elect to award an Applicant from a different Region, regardless of the score of the Applicant from the different Region.

* 1. NEXT STEP DETERMINATION

Agency may conduct additional rounds of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

* + Establishing a competitive range
	+ Presentations/ demonstrations/ additional submittal items
	+ Interviews

If Agency elects to conduct additional round(s), Agency will provide written notice to all Applicants describing the next step. At any time, Agency may dispense with the selected additional round and: (1) issue award to the highest ranking Applicant; (2) elect to conduct an additional round of competition; or (3) cancel the RFA.

1. AWARD AND NEGOTIATION
	1. AWARD NOTIFICATION PROCESS
		1. Award Consideration

Agency, if it enters into an Agreement, will enter into an Agreement with the highest ranking Applicant(s) based upon the scoring methodology and process described in Section 4.2, Evaluation. Agency may award less than the full scope described in this RFA.

**AGENCY RESERVES THE RIGHT TO NOT SELECT ANY OR ALL APPLICANTS UNDER THIS RFA IF AGENCY DETERMINES IN ITS SOLE DISCRETION THAT A SELECTION SHOULD NOT BE MADE.**

* + 1. Notice of Award

Agency will notify all Applicants in writing that Agency is entering into an Agreement with the selected Applicant(s) subject to successful negotiation of any negotiable provisions.

* 1. SUCCESSFUL APPLICANT SUBMISSION REQUIREMENTS
		1. Business Registry

An Applicant selected to enter into an Agreement with Agency must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Agreement. The selected Applicant must submit a current Oregon Secretary of State Business Registry number or an explanation if not applicable.

All corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules: <http://www.filinginoregon.com/index.htm>.

* + 1. Insurance

Prior to execution of an Agreement, the apparent successful Applicant must secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in the RFA or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating negotiations and commencing negotiations with the next highest ranking Applicant. Applicant is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (Exhibit B of Attachment A) prior to Application submission.

For informational purposes, Oregon Department of Administrative Services Risk Management maintains a [Commercial Insurance Agency Resource List](https://www.oregon.gov/das/Risk/Documents/Commercial_Insurance_Agency_Resource_List.pdf). The list can be found at the following website: <https://www.oregon.gov/das/risk/pages/index.aspx> under Contracts and Risk Assessment.

* + 1. Taxpayer Identification Number

The apparent successful Applicant must provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](http://www.irs.gov/pub/irs-pdf/fw9.pdf). Agency will not disburse any Agreement funds until Agency has a properly completed W-9.

* 1. AGREEMENT NEGOTIATION

By submitting an Application, Applicant agrees to comply with the requirements of the RFA, including the terms and conditions of the Sample Agreement (Attachment A), with the exception of those terms reserved for negotiation. Applicant must review the attached Sample Agreement and note exceptions. Unless Applicant notes exceptions in its Application, Agency intends to enter into an Agreement with the successful Applicant substantially in the form set forth in the Sample Agreement. It may be possible to negotiate some provisions of the final Agreement; however, many provisions cannot be changed. Applicant is cautioned that Agency believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, Agency may consider the scope of requested exceptions in the evaluation of Applications.

Any Application that is conditioned upon Agency’s acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

In the event the parties have not reached mutually agreeable terms within 45 calendar days, Agency may terminate negotiations and commence negotiations with the next highest-ranking Applicant.

1. ADDITIONAL INFORMATION
	1. GOVERNING LAWS AND REGULATIONS

This RFA is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFA, evaluation, or award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any claim or from the jurisdiction of any court.

* 1. OWNERSHIP/ PERMISSION TO USE MATERIALS

All Applications submitted in response to this RFA become the property of Agency. By submitting an Application in response to this RFA, Applicant grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Application solely for the purpose of evaluating the Application, negotiating an Agreement, if awarded to Applicant, or as otherwise needed to administer the RFA process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

* 1. CANCELLATION OF RFA; REJECTION OF APPLICATIONS; NO DAMAGES

Agency may reject any or all Applications in whole or in part, or may cancel this RFA at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any Applicant for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFA, award, or rejection of any Application.

* 1. COST OF SUBMITTING AN APPLICATION

Applicant must pay all the costs in submitting its Application, including, but not limited to, the costs to prepare and submit the Application, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

1. LIST OF ATTACHMENTS

ATTACHMENT A: SAMPLE AGREEMENT

ATTACHMENT B: DESCRIPTION OF REGIONS

ATTACHMENT C: BUDGET EXAMPLE