

WILLDAN HOMELAND SOLUTIONS
Pandemic Influenza Tabletop Exercise – Gila County SOW

Scope of Work

1. STATEMENT OF THE REQUIREMENT

The counties of Greenlee, Graham, Santa Cruz, Gila, Cochise and Pima have requested support from Willdan Homeland Solutions in the design, development and evaluation of one (1) pandemic influenza tabletop exercise. The exercise will be utilizing H1N1 pandemic influenza funds and will meet all requirements that are attached to those funding opportunities. The exercise will be held in early 2011, with potential dates of late February or early March. The proposed location of the TTX is Thatcher, Arizona.

The exercise will be a one-day event (approximately 6-8 hours) with the morning session being a workshop format (providing information) and the afternoon will be a tabletop format (discussing issues).

Potential workshop subjects include:

- "Important Elements of a Pandemic Influenza Plan" with a focus on plan structure and key elements. "The Use of Volunteers in Pandemic Influenza Response" with a focus on how to engage volunteers and keep volunteers engaged as well as possible issues of liability associated with the use of volunteers (including ESAR-VHP).
- "How to Develop Effective Messaging for the Public" with a focus on how to communicate actions being taken and why they are being taken.
- A review of the results of the ADHS Policy Workshop

Potential tabletop subjects include:

- Priority Groups and their impact on incident response (targeting communications, setting up clinics, etc.)
- Epidemiology of an outbreak and its impact on the response
- Vaccine availability and distribution and how it impacts incident response.

Exercise participants will be inclusive, and from the following counties: Greenlee, Graham, Gila, Santa Cruz, Pima and Cochise. Additional counties may be

included but would be a change to the scope of work. Representatives from the following disciplines will be invited: Public Health/Local Health, Hospital/Clinics, Law Enforcement, EMS, Border Health, Emergency Management, Border Patrol, Fort Huachuca and other as determined by the planning team. There will be a maximum number of attendees of 125.

The fixed price contract award totals \$49,194.00. Each of the six (6) counties will be responsible for an equal amount of the price. Gila County will be invoiced \$8,199.00

2. TYPES OF TASKS REQUESTED

Willdan Homeland Solutions (WHS) will provide staff skilled in exercise design, development, and conduct to assist the planning team with the Pandemic Flu TTX. WHS support personnel will participate in planning meetings and assist the planning team with determining the objectives and the scope of the exercise program. The WHS exercise team will produce and distribute materials necessary for the conduct of exercises in sufficient number for the TTX. In support of the exercise, WHS will train, brief, and coordinate exercise facilitators and evaluators participating in the exercise. Moreover, WHS will provide exercise personnel to assist in the facilitation and control of the exercise, facilitate hot wash debriefs, collect and analyze feedback from the exercise evaluators, and prepare the After Action Report/Improvement Plan (AAR/IP). For specific tasks related to the exercise please refer to the following section, *Tabletop Exercise Support by WHS*.

3. PROPOSED ACTION

WHS will provide an Exercise Support Team to work with the planning team in the planning, design, and conduct of the Pandemic Flu TTX. The Willdan Team will work closely with the planning team and its partners to develop the tabletop exercise. WHS will design the exercise to address the major components necessary to utilize H1N1 funding and additional guidance and plans identified by the planning team. More specifically, the exercise will provide a forum for partners to discuss the challenges and best practices of pandemic influenza planning followed by a “walk through” of their current plans.

The Program Manager, Wendy Kleinman, will lead and manage all WHS support personnel.

Tabletop (TTX) Exercise Support by WHS

Total Cost: \$49,194.00

Gila Price: \$8,199

- Coordinate and facilitate up to three (3) exercise planning meetings for the tabletop (TTX) exercise including a Concepts & Objectives Meeting, Initial Planning Conference (IPC) and Final Planning Conference (FPC)
- Provide meeting minutes from all planning meeting to the design team
- Develop a TTX invitation letter, if needed
- Track invitations and send out reminders to attendees
- Produce exercise participant badges, table tents, name tents, signage
- Develop and reproduce copies of TTX SITMAN in sufficient numbers for the exercise, but not to exceed 125 copies
- Develop a facilitator guide including Exercise Evaluation Guides (EEGs), with assistance from the design team
- Coordinate and train an appropriate number of facilitators and evaluators for the TTX
- Provide a lead facilitator and four (4) exercise support personnel during exercise conduct
- Produce an AAR within 45 days of the exercise completion
- Facilitate the After Action Conference (AAC) and finalize the AAR/IP with assistance from the design team
- Provide five (5) hard copies and one (1) CD-ROM copy of each AAR/IP and submit to the planning team
- Prepare all documents in accordance with HSEEP standards

Tabletop (TTX) Tasks Required by the Counties:

- Secure exercise location (TBD)
- Provide WHS with invitation list for distribution and follow-up prior to TTX
- Identify one person from each county to be on the exercise planning team
- Provide two people to assist with exercise registration (total, not from each county)
- Identify and provide 1 evaluator from each county

Associated TTX Other Direct Costs (ODC's)

<u>Repro</u>	<u># of Copies</u>	<u># of Pages</u>	<u>Total</u>	<u>Comments</u>	
X	After Action Report	5	50	-	
	EXPLAN	0	0	-	
	Draft EXPLAN	0	0	-	
X	CD ROM	1	NA	-	
	C/E Manual	0	0	-	
	Player Handbook	0	0	-	
	Victim Tags	0	0	-	
	Observer Handouts	0	0	-	
	Observer Escort Handouts	0	0	-	
X	Facilitator Guides	10	30	-	
	MSEL	0	0	-	
	Participant Guides	0	0	-	
X	Participant Badges	125	NA	-	
X	Situation Manual	125	75	-	Color cover only.
	Seminar Handbook	0	0	-	
X	Table Tents	TBD	NA	-	May or may not be necessary.
	Misc Manuals	0	0	-	
X	Signage	3	NA	-	Three- 2'x3' hard backed signs.

A. Relationship to Parties

WHS is an independent contractor of the County. WHS represents that it has or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by WHS that it shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither WHS nor any employee of the WHS shall be deemed an officer, employee, or agent of the County.

B. Non-Appropriations Clause

WHS acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to WHS of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

C. Hold Harmless/Indemnification Clause

WHS shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnity") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of WHS or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such WHS to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnity shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnity, be indemnified by WHS from and against any and all claims. It is agreed that the WHS will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the WHS agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the WHS for the County.

D. Entire Contract Clause

The WHS and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.

E. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by WHS of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

F. Governing Law

Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

G. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

H. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the WHS certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

I. Legal Arizona Workers Act Compliance

WHS hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to WHS's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). WHS shall further ensure that each subcontractor who performs any work for WHS under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of WHS and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of WHS's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting WHS to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, WHS shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

WHS shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of WHS.

Signatures:



02/01/2011

Jim Bailey, Willdan Homeland Solutions

Date

IN WITNESS WHEREOF, Gila County, through the GILA COUNTY BOARD OF SUPERVISORS AND THE

_____ hereby execute _____ dated _____ day of _____ .
this _____ this _____ year _____

Authorized Signature

Michael A. Pastor
Name Typed or Printed

Chairman, Board of Supervisors
Title

APPROVED AS TO FORM:

County Attorney/Deputy County Attorney