

Questions and Answers

Week ending 12/13/2024

Question: Will the State accept bids for staffing services only?

Answer: Yes, the State will accept bids for staffing services only.

Week ending 12/20/2024

#	RFP/SOW Page Number	RFP/SOW Section Reference	Question
1	22	F. As-Needed Services: Establish lease(s) for rental building(s) for shelter(s) in identified area(s).	Can Vermont please clarify if the expectation is to obtain a yearly lease, as most places will not provide less than a year lease?
Answer: We would review proposals with various timeframes, a year or less. In particular, Vermont is looking for proposal beginning in January 2025 and operating for 3 to 6 months.			
2	22	F. As-Needed Services: Establish lease(s) for rental building(s) for shelter(s) in identified area(s).	Is Vermont expecting the Contractor to enter into a lease, or will Vermont enter into a lease once the site is located and assessed by the Contractor?
Answer: Vermont is expecting the contractor to enter into a lease. Vermont may have insights into available non-state facilities, such as spaces owned by faith communities or non-profits agencies. For example, at this time there is awareness of potential locations in Rutland, Chittenden, and Washington Counties.			
3	8	4.5. REFERENCES. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.	In regards to references, can Vermont please clarify if they are looking for agency or government references within the last twelve months, as the solicitation states Vermont is looking for three company references within the last 12 months.

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Answer: It could be an agency or government.			
4	8	4.6. REPORTING REQUIREMENTS: Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.	Can Vermont AHS clarify what information that can be withheld as proprietary? Our concern lays within releasing documentation examples within the response.
Answer: The State defines Proprietary Information as follows: Information of the State or a Supplier which may include any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, financial information or compilation of information which is not patented, which is known only to certain individuals within a commercial concern or the State, and which gives its user or owner an opportunity to obtain business advantage over competitors who do not know it or use it; also known as a trade secret. Proprietary information is exempt from disclosure under the State Public Records Act (1 V.S.A. §§ 315-320).			
5	15	PRICE SCHEDULE	Does the State want pricing associated with the bidder establishing a lease or the expected cost of leasing a building? It is difficult to provide a price quote for a lease without knowing the capacity requirements or location and with availability changing rapidly.
Answer: Expected costs are fine.			
6	14	PRICE SCHEDULE	For As Needed Services, is the State expecting pricing to be by day, week, and month or are proposers allowed to be flexible in the pricing response?
Answer: Proposers can be flexible in the pricing response.			

Question: Does the Emergency Shelter program have a set opening date? We've recently received invitations to bid from another state where the Emergency Shelter was still in the planning state and the State didn't know if they will receive funding for the program. Can you please advise?

Answer: This is a rolling opportunity, although, Vermont is prioritizing bids that could serve 3-6 months starting in January 2025.

Question: Does DCF prefer we work with other entities to submit bid since we cannot provide fully comprehensive requests and only staff for this initiative?

Answer: Vermont will review proposals with staffing only. Bidders are also welcome to partner with subcontractors.

Question: Along with that, are the equipment, management/oversite, and other requirements outside of solely providing staff a deal breaker for the State of VT? We cannot provide policies, equipment, or management oversite- would state or other entity provide that?

Answer: Proposals for staffing only will be reviewed.

Question: What positions/ titles do you want to staff?

Answer: Any positions the bidder deems relevant to staff the shelter they are proposing. This may include shelter shift staff, shift supervisors, onsite managers, etc.

Question: Do you have the scope of work/ job duties for the positions?

Answer: The bidders should share job descriptions for proposed staffing and shelter models.

Question: Do you have locations for these shelters or is that still TBD?

Answer: Bidders have discretion to propose buildings and locations. Vermont may have available capacity in Rutland, Washington, and Burlington counties.

Question: What's the security staffing plan? Security on site, local law enforcement, involved, other?

Answer: This is determined by the needs of the bidder and what they propose. Vermont does not assume that security on site is a requirement, depending on the shelter location, population, and staffing plan security may be a component that a bidder could propose.

Week ending 1/10/2025

General Questions:

Q1: Please confirm whether the State foresees any job titles required to fulfill this solicitation will fall under the Prevailing Wage Act, and if so, what is the prevailing wage for each title covered?

Answer: We are unable to answer this question as written. If you wish further consideration, please update the question with additional information or detail including your definition of the "Prevailing Wage Act".

Q2: Are there staffing incumbents - if so:

- Who are they?

- What are their bill rates?
- What method of allocation was used for each?
- What was the spend, and hours for each incumbent?

Answer: We are unable to answer this question as written. If you wish further consideration, please update the question with additional information or detail including your definition of “staffing incumbents”.

RFP Specific Questions:

2. Detailed Requirements/Desired Outcomes – Service Delivery Expectations:

- *Trauma-Informed Care: All staff must be trained in trauma-informed care and harm reduction practices.*
- *Staff Training: Staff must receive comprehensive training in trauma responsive care, harm reduction and overdose prevention, CPR/First Aid, de-escalation and respectful communication training, motivational interviewing, overview of Vermont System of care – Programs and Resources, coordinated entry, and the care management platform they will use and training of staff*

Q3: We are happy to facilitate training, however, would the State agree to provide the curriculum and oversee training either as an orientation or on the job?

Answer: The State values training and may collaborate with the successful bidder, but training will be the responsibility of the partner. Once selected the State will provide the successful bidder with some training pieces outlined with links to free trainings.

Q4: Is the training compensable and thus billable?

Answer: Yes, staff training time may be billable.

3. General Requirements – 3.8 Contract Terms – 3.8.4 Retainage:

In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

Q5: Since we have to pay people weekly, we cannot afford retainage because it would impede cash flow. Since the hourly work is the deliverable, will the State agree that the State’s

weekly approval of time worked by temporary employees should be considered satisfactory completion of Services?

Answer: The use or waiver of a retainage requirement will be considered as part of the overall proposal review.

Draft Attachment A – Statement of Work – A. Services to be Provided – 9

Provide computers, phones and any other office equipment, in good working order, as needed by Contractor’s staff;

Q6: We can provide the equipment and bill the State at our cost plus an administrative fee or the State can provide. We cannot include the cost in our hourly rate because we do not know what equipment will be required so we cannot factor in in advance, therefore we run the risk of overcharging the State for costs that may not occur. Which option would the State prefer?

Answer: The state would accept proposals with an administrative fee or reimbursement cost structure for associated direct costs.

Draft Attachment A – Statement of Work – A. Services to be Provided – 13

Be responsible for all supply provisions and costs for travel expenses, including lodging and meals, for participating staff

Q7: We can outlay supply provisions and travel expenses as required but would need to bill the State at cost plus an administrative fee. We cannot include these costs in our hourly rate because we do not know how much travel there will be, therefore we run the risk of overcharging the State for costs that may not occur. We will also need to bill for travel time between locations. Will the State agree to pay for travel time and itemized expenses?

Answer: The state would accept proposals with an administrative fee or reimbursement cost structure for associated direct costs.

Draft Attachment A – Statement of Work – B. Shelter and Guest Management – 9

Ensure shelter is provided in a manner that follows federal and state anti-discrimination laws, including Vermont’s Fair Housing and Public Accommodations Act, as well as the federal Americans with Disabilities Act (ADA) requirements, including reasonable accommodations to persons with disabilities;

Q8: While we will instruct our staff to follow all laws while working under the direction of the State, will the State agree that managing shelter operations as outlined are not a staffing requirement?

Answer: The State is unable to answer this question as written.

Draft Attachment A – Statement of Work – B. Shelter and Guest Management – 10

Support safety and security of the shelter facility, and the surrounding areas for Shelter Guests and staff;

Q9: Can the State be more specific in their requirements surrounding our role relative to security? We are not licensed to provide security staff.

Answer: Security is not a requirement.

Attachment B – Payment Provisions – 4.

Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.

Q10: Since we have to pay employees weekly, monthly billing would impede cash flow. Will the State agree to accept weekly invoicing?

Answer: Standard State payment policy is Net30 from the date of an error free invoice. State guidance recommends invoicing on a monthly basis but will consider reasonable accommodation if requested as part of the proposal.

Attachment D – Information Technology Professional Services Terms and Conditions – 4. Security of State Information – 4.1 Security Standards.

To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST Special Publication 800-53 (version 4 or higher) and Federal Information Processing Standards Publication 200 and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for

employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

Q11: Is this regarding information given to our in-house full-time staff who are charged with assigning individuals to work on the contract or information given to our assigned staff? Assuming it is for our in-house full-time staff, we would appreciate inserting “in-house full time” in front of “employees” and “charged with recruiting and assigning staff” following employees to clarify this point. Otherwise, our staff is supervised by the State and will be using State systems. We cannot agree to ensure

our staff complies with this rider as we are not even aware of what information they are given. If the State has specific guidelines of what our staff should not do, we can commit to providing such information to our staff and instructing them to follow it. But that needs to be the extent of our responsibility since we are not supervising the site(s). Please revise accordingly.

Answer: Any staff member or employee with access to the data described above is subject to State Security Standards. The request to limit employee liability is untimely. Any exceptions to Contract Terms and Conditions must be submitted pursuant to Section 4.3.1 of the RFP.

Attachment E – Business Associate Agreement

Q12: The RFP discusses the need for us to sign a Business Associate Agreement. We have successfully convinced similar government entities that a BAA is not appropriate for this service because temporary staffing firms are not considered a “covered entity” as defined by Federal Law and therefore are not required to sign a Business Associate Agreement. Covered entities are created when organizations such as hospitals or other medical programs engage third parties to take over a function within the organization utilizing the organization’s protected data. Examples of situations which would fall under this definition would include outsourcing the running of a hospital’s ER department to an outside entity, outsourcing the medical billing department to a third party, engaging an IT solutions firm to design and install a new medical records system for a medical institution. In all these instances, the organization is ceding control of the particular function to a third party, that installs its own management structure, protocols and software systems to maintain the privacy of the data it uses in fulfilling its function. Therefore, it is appropriate that the third party assume responsibility for the data which was entrusted to it. The role we would play under this contract is not analogous to these situations in any way. We will not be providing ultimate project management, will not establish any

protocols on site and will not have installed any software for use by our employees to house protected information. Instead, our employees will work under the County’s control and direction, will be following County protocols, will be using the County’s systems and will be acting as an extension of the County’s own workforce. Congress has recognized situations such as these and specifically provided that employees of third parties in such situations should be considered members of the client’s workforce, and that a BAA is not required in these instances. We have sent you white papers from the American Staffing Association and one of DC’s preeminent law firms, Miller & Chevalier on the matter which explain the industry’s long held position in greater detail. As a result, we request the requirement for a Business Associate Agreement to be signed be removed from the RFP.

Below is the State’s response to our request to remove the BAA for REQUEST FOR PROPOSAL Emergency Shelter Staffing & Services in May 2023.

19	<p>RE: Page 23 - ATTACHMENT E - BUSINESS ASSOCIATE AGREEMENT.</p> <p>Question: Can the State confirm that bidders who are exclusively bidding on Category A (Staffing Services) would not be required to sign a Business Associate Agreement as opposed to those bidding on Category B (Shelter Management)? Bidders providing only staff to a third party or outsourced facility management entity would not be considered a covered entity in this scenario and therefore a BAA would not be applicable. Bidders providing only staffing services are not providing management, do not establish any protocols onsite, and have not installed any software for use by their employees to house protected information. Instead, their employees are working under the control and direction of the State or the outsourced shelter management awardee, are following their protocols, are using their systems and are acting as an extension of their own workforce. Congress has expressly provided for this in the privacy laws. We have attached a white paper from the American Staffing Association explaining this exclusion in further detail.</p>	<p>For Category A:Staffing, a BAA will not be required.</p>
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Answer: The State will consider the need for a BAA once detailed services are submitted through a proposal. The request to exclude a BAA is untimely. Any exceptions to Contract Terms and Conditions must be submitted pursuant to Section 4.3.1 of the RFP.

Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions – 3. Medicaid Program Parties.

Q13: Is this Medicaid funded work? If so, we will have follow-up questions regarding this section.

Answer: No, the funding source is not Medicaid.