



**East Central
Regional Task Force
(ECTF)**

Request for Proposal

Through

**PICCC, Inc.
As the ECTF Fiscal Agent**

For

**Program Management Services
In the
East Central Regional Task Force**

ECTF

October 2019

The East Central Task Force invites submission of proposals from a Pennsylvania organization or independent Contractor to provide program management services for the East Central Task Force (ECTF), as detailed in this Request for Proposal (RFP).

1. GENERAL:

A. OBJECTIVE:

The ECTF seeks proposals from qualified organizations or Independent Contractors to provide program management services focusing on the accomplishment of Task Force objectives and goals, which support the overall mission of the ECTF. This includes tasks such as leading the grant application process, completing required documents for PEMA, working with the board planning projects and activities to meet Task Force outcomes, providing efficient communication, providing leadership in the coordination of plans and protocol development, limited coordination of trainings and exercises and other preparedness activities. It also involves providing information required to the Fiscal Agent or PEMA, and advising the Executive Board as needed. Additional services include maintaining a current inventory of all task force assets and equipment to support any monitoring requirements and conducting logistical activities to include receiving, tagging, and the coordination / distribution of equipment.

B. BACKGROUND:

The ECTF was formed in 1998 in response to the growing threat of the use of Weapons of Mass Destruction (WMD) and the regional effect of a potential incident. One of nine such Regional Task Forces in Pennsylvania, the ECTF has grown to provide "All-Hazards" planning, mitigation, response and recovery services to the citizens of the seven county region. **The ECTF is currently comprised of Berks, Columbia, Luzerne, Montour, Northumberland, Schuylkill, and Wyoming Counties. It is anticipated sometime in 2020 ECTF will be comprised of Berks and Schuylkill Counties only.**

The Task Force is exclusively funded through grants with primary grants provided federally by the U.S. Department of Homeland Security (DHS). Other federal grants may be assigned to the ECTF and its agents.

The Pennsylvania Emergency Management Agency is the State Administrative Agency for Task Force federal grants.

C. OBLIGATION:

The Task Force is not responsible for any costs associated with the preparation, review and/or submission of responses to this Request for Proposal or associated with the interview(s) during the selection process, if scheduled.

D. COMMUNICATION:

Questions concerning this solicitation will be addressed to the Task Force Fiscal Agent, PICCC, Inc.

Cheryl Johnson
Executive Director, PICCC, Inc.
2595-1 Clyde Avenue
State College, PA 16801
814 237-8998
cjohnson@piccc.org

Any questions posed by a potential vendor must be in writing (email is acceptable) and provided prior to close of business (COB) on **November 8, 2019. All questions posed will be answered in writing and posted to the PICCC website at www.piccc.org**

2. SCOPE OF PROFESSIONAL SERVICES

A. SCOPE:

The entity selected will work with the Task Force to assist in its transition from the existing county configuration into the new one.

Will provide services with guidance and direction from the Chair of the Executive Board such as, but not limited to:

- Ongoing interaction and working relationship with the Executive Board in setting and achieving goals and attending all Task Force Executive Board meetings that are held face to face or via conference calls.
- Build an agenda of action items monthly for the Executive Board to consider. Includes draft of meeting minutes, PEMA requests, and committee agenda items. Distribute meeting invitations and manage distribution lists.
- Assemble the EMCs as needed to review strategic issues. Develop agendas for meetings as needed.

- Provide written progress reports to the ECTF Executive Board to include status of all projects under way and anticipated at each meeting of the Executive Board and at other times as requested.
- Be aware of when grants are available, timelines, and deadlines.
- Lead the Grant Application process and ensure timely and accurate submissions.
- Responsible to know and understand all procedures in regards to grants, forms, timeframes, and guidance regarding the Federal Grants Manual, PEMA requirements and other documents pertaining to the ECTF.
 - Provide / Complete in accordance to rules and regulations.
 - Work closely with the Executive Board and Committees and ensure accurate and timely completion of documents to keep the Task Force in good standing and in accordance with timelines.
- File DGM forms as required.
- Design, develop, and deliver a training plan and schedule for the task force as directed by the TF Chair or designee.
- Complete with the Fiscal Agent and submit Biannual Strategy Implementation Report (BSIR). Includes fiscal expenditures and completion of milestones and DGM 16. Provide DGM-03 (transfers) between accounts based on expenditures and priority deviations from the original grant submittal.
- Provide information required to the Fiscal Agent, PEMA and Executive Board so that a master grant file can be up to date and maintained by the Fiscal Agent.
- Oversee and submit required documents for training, exercise, and equipment to PEMA.
- Meet with committee leaders 1-2 times per year for planning purposes and provide functional or structural advice and assistance, as directed by the TF Chair or designee.
- Lead the Task Force in conducting operational capabilities assessment that guides identification of program needs assessment for each jurisdiction. The result of these assessments combined with the results of the risk assessment process will facilitate completion of a jurisdiction prioritization matrix. Prepare and submit documentation to PEMA that provides proof of compliance with all TF contracts and inter-governmental Cooperation Agreements.
- Assist the Task Force chairperson and County EMCs in coordination among program areas, response disciplines and levels of government that will participate in DHS programs.

- Provide assistance, as needed, to the EMC's for the purposes of equipment inventory, maintenance of ECTF provided assets, or other items as determined by The Executive Board Chair
- Develop and maintain an efficient and up to date database for equipment inventory and report on current equipment status. Submit the required Inventory to PEMA annually.
- Develop and implement a comprehensive equipment maintenance program and a comprehensive sustainment plan
- Assist in the distribution, tagging, redistribution, retrieval and disposal of equipment.
- Develop an equipment needs list for budgeting purposes and plan for and prepare required documentation for purchases of equipment.
- Work in coordination with the Fiscal Agent to maintain committee level budgets and allocations if designated by the Executive Board.
- If assigned, assist in coordinating the continual development of regional emergency response plans, standard operation guidelines and protocols for a regional emergency response to disasters.
- Coordinate the annual monitoring visit. Includes completion of survey/questionnaire and physical inventory and meeting.
- Coordinate and submit the annual THIRA for the region. Includes minimally one meeting with the EMCs and Committee chairs.
- Contractor must work with organizations or individuals providing fiduciary, planning, logistics, and program support to assist in any projects.
- Perform other duties or assignments as per the Task Force Chair or designee as related to the operation of the Task Force.
- If assigned, ensure operation of www.ectf.us website, including technical and operational needs.

3. PROPOSAL CONTENT:

All bidders are requested to provide a Proposal of Services as described in this RFP.

Proposals will include, as a minimum, the following:

- a. Background information concerning the organization or independent contractor, its mission and activities. Additionally, all bidders are required to provide evidence of knowledge of the workings of the Pennsylvania Task Force and Emergency Management system.

Provide explanation of the employer/ employee relationship for individuals working on this contracted project i.e. subcontractor, independent contractor, employee.

Provide evidence that you will provide personnel that can work within the necessary geographic area.

- b. Evidence of the ability of the proposer to meet the specifications of this solicitation.
- c. Evidence of previous experience in providing similar services.
- d. Costs of services (see below).
- e. Evidence of insurance (general liability, workers' comp & auto liability required).

4. COSTS:

All bidders must provide a cost schedule for activities, the cost estimates should be listed as follows:

- a. Personnel costs (**per hour**) to perform the services specified (**hourly**). Hourly rate should include wage, fringe, and overhead costs.

NOTE: Total award will be dependent upon funding available in each period of performance.

- b. Travel

Travel will be based on an office location within the Task Force Region for the Program Manager. In the absence of a physical office, all travel will be based on travel from a central point in the Task Force region.

- c. Sub-contractors

The utilization of sub-contractors is permitted but all sub-contractors are required to follow the same guidelines and requirements as the Program Manager, and to be approved by the ECTF executive board.

5. GENERAL INSTRUCTIONS:

- A. Two (2) copies of the proposal should be accompanied with an electronic copy of the written proposal in an Adobe Acrobat (*.pdf) and WORD format saved on a flash drive and be sealed in an envelope or other appropriate sealed packaging and clearly marked "Proposal for ECTF Program Management Services", and addressed and delivered to:

Cheryl Johnson
Executive Director, PICCC, Inc.
2595-1 Clyde Avenue
State College, PA 16801

- B. Proposals must be valid for a period of 90 days from the date of receipt.
- C. **The deadline for submission of proposals is December 2, 2019, prior to 5:00 p.m. prevailing time.** The proposals will be reviewed by representatives of the ECTF Executive Board. A contract will be awarded after final recommendation by the ECTF Executive Board.
- D. ECTF reserves the right to reject any or all proposals, or parts of proposals, or to waive any informality or irregularity as deemed in the best interest of the Task Force.

6. SELECTION PROCESS:

- A. Organizations interested in this project must submit proposals as specified in this RFP. Proposals received by the deadline will be reviewed by the ECTF Executive Board. The Board reserves the right to request interview(s) prior to the selection of an organization, interview(s) with one or more proposers may be scheduled.
- B. The Task Force will select the organization or Independent Contractor it deems most qualified to address the needs and conditions of this project.
- C. The ECTF must approve any employee or subcontractor deemed necessary to work with the ECTF to provide program management services.
- D. Proposers will be evaluated in accordance with the following Evaluation Factors:
1. Cost of services (hourly/per unit costs). Minimum hours per month are to be based on workload. Maximum hours per month are to be set by the ECTF Executive Board
 2. Evidence of the firm's ability to perform the work specified in this RFP. This will be evaluated by reviewing the profiles of the organization or independent

contractor and its capabilities, as well as a review of capabilities in the areas of planning and program management.

3. The familiarity of the firm with the Pennsylvania Task Force system, as well as local, state and federal grant guidelines and regulations specific to emergency and disaster preparedness services.
 4. The experience of the organization on similar grant projects and the performance of the organization on those projects; this will be evaluated through the documentation provided in the proposal and reference checks.
 5. The capability of the organization to provide professional services in a timely manner; this will be evaluated through the organizational references provided. (Note: The Executive Board of the ECTF may request a presentation of qualifications from selected bidders).
- E. The award will be made to the responsible organization whose proposal, in the opinion of the Task Force, is most advantageous to the Task Force. The Task Force reserves the right to award a contract to a firm with a higher fee, if the firm ranks higher based on the evaluation criteria described above.
- F. Contract time duration is projected to be an initial period as a base until the transition is accomplished with additional option periods available. Contract extensions will be determined by the Executive Board.
- G. TERMS AND CONDITIONS: **Selected bidder will be required to comply with the attached Terms and Conditions as part of the contract signed.**

Schedule B
TERMS AND CONDITIONS

1. All work under this Agreement shall be performed in accordance with applicable statutes, rules and regulations of the Federal Government. All applicable Federal statutes and provisions of the Code of Federal Regulations (CFR) in effect on the date of execution of this Agreement are an integral part of this Agreement. Most pertinent to performance under this contract or agreement funded in whole or in part by U.S. Department of Homeland Security, Homeland Security Grant Program funds are as follows:

2 CFR Part 200

2. All applicable contract provisions specified by the Code of Federal Regulations, Federal grant guidelines, and the Commonwealth of Pennsylvania Federal Grants Administrative Manual are an integral part of this Agreement.
3. Equal Employment Opportunity – The contractor will comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
5. Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) – When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). See 2 C.F.R. Part 200, Appendix II, ¶ D.

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.

6. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) – All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Subgrantee or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal Grantor Agency. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29CFR Part 5 and 2 CFR 200, Appendix II.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701) – Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts shall include a provision for compliance with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 CFR Part 200, Appendix II. Under section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. Upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth. The contractor shall insert in any subcontracts the clauses requiring the subcontractors to include these clauses in any lower tier subcontracts.
8. Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and 2 CFR Part 200, Appendix II, and any implementing regulations issued by the Federal Grantor Agency. Further this Agreement is subject to Federal Grantor Agency requirements and regulations pertaining to reporting and patent rights if the Agreement involves research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, as well as Federal Grantor Agency requirements and regulations pertaining to copyrights and rights in data.
9. Clean Air Act (42 U.S.C. 7401-7671 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) - Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et

seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Regional Office of the EPA and FEMA.

10. The Subgrantee shall comply with mandatory standards and policies relating to energy efficiency in compliance with the U.S. Energy Policy and Conservation Act (Pub. L. 94-163).
11. Debarment and Suspension (Executive Orders 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Subgrantees with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Subgrantees who apply or bid for an award of more than \$100,000 shall file the required certification. See 2 CFR Part 200, Appendix II. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. By signature the contractor compliance.
13. Access To Records - (1) The contractor agrees to provide (the Task Force or other authorized representatives access to all documents pertaining to work being completed under this contract.
14. DHS Seal, Logo, Flags - The contractor shall not use the DHS seal(s), logos, crests, or flags or reproductions, likenesses of DHS agency officials without specific FEMA pre-approval."
15. No Obligation by Federal Government- The Federal Government is not a party to this contract and not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts – The contractor acknowledges that 31 USC Chapter 38 (Administrative remedies for false Claims and Statement) applies to the contractor’s actions pertaining to this contract.
17. This commitment is contingent upon funds being appropriated by the legislature for each succeeding fiscal year and Federal funds being provided to the Commonwealth for the contract purpose.
18. FORCE MAJURE - Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, epidemics and quarantines, and general strikes throughout the trade. The Contractor shall notify the Executive Board orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Task Force may reasonably request. After receipt of such notification, the Task Force may elect to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.
19. The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement. If the subgrantee requires the contractor’s assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the contractor. Upon written notification from the subgrantee that it requires the contractor’s assistance in responding to a request under the RTKL for information related to this Agreement that may be in the contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the contractor shall:
 - a. Provide the subgrantee, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the contractor’s possession arising out of this Agreement that the subgrantee reasonably believes is a “public records” subject to the RTKL; and
 - b. Provide such other assistance as the subgrantee may reasonably request, in order to comply with the RTKL with respect to this Agreement.