

REQUEST FOR PROPOSAL

Three-day Region III EMS Major Emergency Response Group / Disaster Management Support Unit Full-Scale Exercise

Introduction:

The North Central Regional Planning Commission, 109 N. Mill St., Beloit, Kansas 67420, as fiscal agent for the South Central Regional Homeland Security Council, wishes to hire a contractor to design, conduct and evaluate an EMS Major Emergency Response Group (MERGe)/Disaster Management Support Unit (DMSU) full scale exercise program to provide training for multiple disciplines and city departments. The North Central Regional Planning Commission thus invites all consultants interested in developing and delivering such a program to submit written proposals in accordance to the following information and instruction.

Principal Issue and Project Goal:

The City of Newton is a dynamic suburban community in the thriving South Central region and home to approximately 25,000 residents, several major employment centers and situated in a centralized transportation network. The City of Newton, Kansas is positioned in a unique area and faces many hazards.

The Harvey County Emergency Management office is tasked with helping the city to prepare for, respond to, recover from, and mitigate potential disasters. The City of Newton, Region III EMS and the South Central Region of Kansas has limited emergency management exercise planning and coordination resources.

The purpose of this exercise is to create an environment with a series of challenges that must be solved through teamwork. This full-scale exercise project will establish Region III's city department's familiarity with disaster response and recovery as well as provide long-term benefits for the community. The exercise will also identify gaps in the regions city disaster response capabilities and allow for targeted areas of improvement that will result in a more prepared and resilient community. These benefits will be sustained in the long-term, through the development and implementation of training based on the after-action report and improvement plan from this full-scale exercise.

Scope of Services and Responsibilities of Consultant:

Consultants are to design, coordinate, conduct and evaluate a full-scale exercise, natural or man-made-related scenario in the City of Newton in accordance with HSEEP (Homeland Security Exercise and Evaluation Program) guidelines. Contractor shall utilize the After-Action Report and Improvement Plan from the 2016 DCTA (Denton County Transportation Authority) Full Scale Exercise active shooter exercises and other city input and reports to design and conduct the full-scale exercise.

Exercise shall include participants from the following multiple disciplines and city departments:

- Special Weapons and Tactics Teams
- Emergency Medical Service teams
- Public Works
- Public Information Officers
- Emergency Management
- Emergency Operations Center
- Hazardous Materials Team
- Hospitals
- Other disciplines to be determined during planning

This exercise should facilitate exercise planning based on the input from regional working groups to include the following documents and actions using HSEEP templates:

- Concept and Objectives meeting facilitation
- Initial Planning Conference
- Mid-Term Planning Conference facilitation
- Evaluator Briefings
- Player Briefings
- Safety Briefings
- VIP Briefings
- After Action Report Conference
- Meeting facilitation as needed
- Creating a logistical needs assessment
- Coordinate in-kind contributions based on input from the exercise planning team and working groups to include technology used in exercise control, conduct and scenarios
- Align exercise objectives with Core Capabilities as identified by the working groups and exercise planning team

Instructor shall prepare written reports as required by the planning team to include but not limited to:

- Status of exercise design process
- Project milestones met
- Any changes to the scope of the exercise
- Logistics or budget updates

Contractor shall also include:

Overall exercise control by establishing a central exercise command as well as an exercise controller at each site that can report to each established level of command. The number of sites will be decided by contractor and exercise committee. The committee is planning one (1) location as this is going to be an active killer exercise. The school building, we have talked about using is quite large and therefore the exercise could be broken into geographical divisions.

- An online system for registration, check in and relevant forms and agreements for exercise participants, evaluators, controllers, observers, VIP's etc. Regions assets might be used for this, but, we are looking to hire an agency to take care of all aspects of the exercise. .
- Badging and identification for exercise participants, evaluators, controllers etc. If participants show up without badges, there needs to be an accountability system in place. As noted above, regions assets might be used for this if contractor is unable to print badges.
- Coordination and selection of exercise site locations based on input from exercise planning team and regional working groups
- Moulage services as needed for exercise sites
- Provide appropriate amount of Exercise evaluators / controllers in coordination with regional emergency preparedness working groups and for the size of school
- Observer and VIP tours of exercise sites
- Coordination of an appreciation program after the exercise

Contractor shall provide to Harvey County EM with documentation related to the exercise such as, but not limited to:

- Hold Harmless Agreements
- Exercise Plan (Ex-Plan)
- Master Scenario Event List (MSEL)
- Controller / Evaluator Handbook
- After Action Report / Improvement Plan

Organization of Proposal

Proposals shall be concise and focused. The introduction information should be included within the proposal. To aid in the comparative evaluation of proposals, please include the following information in the in which it appears below:

1. Introduction and Qualifications

- Name, address, phone number and email address
- Brief background history of the firm
- Services offered by firm
- Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates and results
- Proposers must include in their proposals, materials that identify the experience and qualifications of their organization specific to the development, production and evaluation of exercises in accordance with HSEEP guidelines
- Provide a minimum of two (2) references, preferably government, with similar services your firm has provided
- Identify the staff who would be assigned to this engagement and indicate experience (years of experience, certifications, qualifications, etc)
- The awarded contractor is required to provide a minimum of eight (8) Controllers / Evaluators who have completed the HSEEP training program. Of the eight (8) Controllers / Evaluators, at least four (4) of the individual must have successfully completed the Emergency Management Institute's (EMI) Master Exercise Practitioner Program (MEPP). In

addition, it is preferred that at least half of the Controller / Evaluators be listed on the EMI National Database as All-Hazards Position Specific Instructors

- State any conflicts of interest, in performing services for the South Central Kansas Homeland Security Region (SCKHSR)
- Provide any other information that you believe to be relevant to your ability and / or experience to provide the best grant management services to the SCKHSR

2. Methodology and Approach

- Provide your firm's approach and / or a proposed outline of your firm's program for the services described in this RFP
- Proposed schedule and / or outline for services provided
- Explain your firm's communication strategy for this engagement
- Explain in a detail format the expected number of hours and description of assistance that will be required from Region III staff during all stages or steps of this process.
- Provide examples of reporting and / or tracking materials that will be utilized on this engagement

The consultants will deliver a full-scale exercise to cover three (3), six (6) hour operational periods over three (3) days starting at 0900 in the City of Newton, Kansas. The Contractor will select primary dates and secondary dates however, the exercise must be completed by August 16, 2019 prior to school start date. Time frames:

- Briefings, meetings and conferences will be dictated by the exercise planning team
- The final AAR/IP should be provided no later than December 23, 2019.

Materials and responsibilities to be provided by Consultant:

- The Consultant is to provide all training materials and handouts that are necessary for the exercise and necessary documentation.
- The Consultant will be responsible for providing insurance for all instructors/evaluators involved in the exercise.
- The Consultant will be responsible for all travel and/or out of pocket (i.e. lodging, meals, mileage) expenses for their instructors.
- The Consultant will provide all of the necessary documentation that is required from the North Central Regional Planning Commission and the Kansas Highway Patrol.

Selection Criteria and Interview Process:

A Project Committee of at least three (3) members of the MERGe, DMSU and Region III EMS, with a representative of the North Central Regional Planning Commission acting as facilitator, will be created to review all submitted proposals. The Consultant will be awarded based on the following criteria:

1. Consultant's knowledge of the subject
2. Evidence of adequate staff capacity and capability to perform the task desired.
3. Evidence of having performed similar task in the past
4. Positive and constructive reference reports

The Project Committee will rank the proposals based on the documents submitted. The North Central Regional Planning Commission will then engage the top ranked Consultant into an agreement.

Budget and Contract:

The North Central Regional Planning Commission, as fiscal agent to the South Central Kansas Regional Homeland Security Council, will enter into a contract with the selected consulting firm. All Consultants are hereby informed, however, that the contract document must be reviewed by the Kansas Highway Patrol prior to final execution.

The contract will require the Consultant to agree to and abide by the following details in order to ensure contract compliance with programmatic requirements.

Costs and Pricing

- Provide sperate pricing for each service
- A set amount not to exceed bid amount
- Providing the North Central Regional Planning Commission with the following items:
 - A copy of the overall program description
 - A copy of the finalized daily agenda
 - A copy of the registered attendees
 - A copy of the daily sign-in sheet for each class
 - Copies of all certifications issued awarding continuing education credits
 - After Action Report summarizing the events and training

Directions for Submission of RFP

Interested individuals, firms and / or organizations are to submit one (1P) copies of their proposals to the following address:

Lisa Peters
North Central Regional Planning Commission
109 N. Mill Street, P.O. Box 565
Beloit, KS 67420

DEADLINE: 10:00 AM, May 3, 2019

Questions concerning technical aspects of the training and procurement questions should be submitted in writing to lcpeters@nckcn.com. Answers to all such questions will be posted on the NCRPC website at <http://procurement.ncrpc.org/HS/projects.html> and listed under the project description.

All persons awarded and / or entering into contracts with the North Central Regional Planning Commission shall be subject to and required to comply with all applicable state and federal provisions attached.

Applicable Federal Rules and Regulations Governing this Purchase (revised 9/2017)

1. **Rights and Remedies.** The Vendor understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with NCRPC and that NCRPC may take appropriate action against the Vendor to ensure compliance with these provisions, up to and including stoppage of work, suspending payments, and/or cancelling or rescinding the Agreement.
2. **Compliance with Laws and Regulations.** The Vendor agrees to comply with all applicable federal, state, and local laws and regulations. Agreements and Purchase Orders funded by the federal government, are subject to the provisions of the Code of Federal Regulations, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, July 22, 2015 and 44 CFR Part 13.36.
 - a) Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3)
 - b) Davis-Bacon Act (40 U.S.C. 3141-3148 as supplemented by Department of Labor regulations (29 CFR Part 5)
 - c) Contract Work Hours and Safety Standards Act, (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5)
 - d) Drug Free Workplace Act. Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, (41 U.S.C. 701 as amended and provide a drug-free workplace.
 - e) Energy Policy and Conservation Act. (42 U.S.C. 6201)
 - f) Fly America Act of 1974
 - g) Hotel and Motel Fire Safety Act of 1990
 - h) SAFECOM
 - i) Terrorist Financing E.O. 13224
 - j) Trafficking Victims Protection Act of 2000
 - k) USA Patriot Act of 2001
 - l) Whistle Blower Protection Act
 - m) Buy American and Hire American

If the amount of this Agreement exceeds One Hundred Thousand Dollars (\$100,000) the Vendor shall comply with all applicable standards, orders and regulations and file certifications as applicable:

- m) Clean Air Act (42 U.S.C. 7401-7671q, as amended)
- n) Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended)
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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
- p) National Environmental Policy Act
3. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. **Civil Rights and Non-Discrimination Compliance.** In connection with the performance of work under this Agreement, the Vendor agrees as follows:
 - a) The nondiscrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the U.S. Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans Readjustment Act of 1972 and the Rehabilitation Act of 1973 (Employment of the Handicapped) are likewise incorporated.
 - b) The Vendor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Vendor's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - c) In the event of the Vendor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts as provided by law.
 - d) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - e) Americans with Disabilities Act of 1990
 - f) Age Discrimination Act of 1975
 - g) Title VI of the Civil Rights Act of 1964
 - h) Civil Rights Act of 1968
 - i) Rehabilitation Act of 1973
 - j) Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
 - k) Nondiscrimination in Matters Pertaining to Faith-Based Organizations
5. **Kansas Open Records.** The Vendor must comply with all the requirements of the Kansas Open Records Act (K.S.A 42-215 et seq.) in providing services under this contract. The Vendor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.
6. **Examination & Retention of Records.** The Vendor agrees that NCRPC, and any Federal agency providing funding for this Agreement and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Vendor involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this Agreement until the expiration of five (5) years after final payment under this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years. Records may be retained in an automated format. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement.
7. **Patents.** (37 CFR 401). Vendor warrants that the products/services being provided to NCRPC under the Agreement, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or other proprietary right of any third party existing under laws of the United States or any foreign country. The Vendor agrees to, at the Vendor's own expense, to defend any and all actions or suits alleging such infringements and will save NCRPC, its officers, agents, servants and employees harmless in cases of such infringement.
8. **Copyrights.** All vendors must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
9. **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Termination/Cancellation of Agreement.** The NCRPC reserves the right to terminate the contract at any time, upon written notice, in the event the services of the Vendor are unsatisfactory based upon failure to progress with the work assigned with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any case, the Vendor shall be paid the reasonable value of the services rendered up to the time of termination on the basis of this agreement.