POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

RFP 2012-2

REQUEST FOR PROPOSAL

METROPOLITAN MEDICAL RESPONSE SYSTEM (MMRS)

PROGRAM COORDINATOR

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PART I
VENDOR INFORMATION

1.1 Intent

A. The Polk County Emergency Management Commission in Iowa, hereafter known as the Commission, is soliciting proposals from firms with relevant experience to provide a proposed solution in the area of program coordination for the Metropolitan Medical Response System (MMRS) grant and related projects. Jurisdictions making up the Commission include unincorporated Polk County, Iowa and the municipalities of Alleman, Altoona, Ankeny, Bondurant, Clive, Des Moines, Elkhart, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Runnells, Urbandale, West Des Moines, and Windsor Heights.

B. This Request for Proposal (RFP) provides detailed instructions for Vendors interested in supplying the requirements of this proposal. It contains the specifications for the services to be provided and the terms and conditions.

1.2 Inquiries

A. Inquiries concerning this RFP must be directed to:

A.J. Mumm, Director
Polk County Emergency Management Agency
1907 Carpenter Avenue
Des Moines, IA 50314
Ph.: 515-286-2107
Email: aj.mumm@polkcountyiowa.gov

B. In all cases, no verbal communications shall override written communication or the contents of this RFP.

1.3 Receiving of Proposals

A. Sealed proposals will be received until **April 6, 2012, 2:00 PM – Central Time Zone**. Proposals received after 2:00 p.m. will not be considered and will be returned unopened to the Vendor.

B. Proposals are to be submitted to:

Polk County Emergency Management Agency
1907 Carpenter Avenue
Des Moines, IA 50314

1.4 Filing of Proposals

The packages in which the Proposal responses are provided to Polk County Emergency Management Agency shall be labeled as follows:

Vendor Name and Address
Request for Proposal 2012-2

A. The original of the Vendor's response will be packed separately and marked as the original on both the response and the outside of the package. The original shall remain in archive with the Commission for a period of three (3) years. Three (3) additional copies of the Vendor's response will be packed together and the package marked accordingly.

B. Cost Proposal: Any reference to cost and the cost proposal shall be packaged in a separate sealed envelope. This will allow the evaluation committee to evaluate the capability of the system and the cost separately and objectively.

C. An officer of the Vendor, or a designated agent empowered to bind the Vendor in contract, shall sign the proposal and any clarification to the proposal.

1.5 Official Clock

The official clock is located in the Polk County Emergency Operations Center at 1907 Carpenter Ave, Des Moines, IA.

1.6 Delay in Receipt of Proposal

Polk County accepts no responsibility for delays in the receipt of your proposal due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely proposal delivery rests with the Vendor.

1.7 Bid Opening

All proposals will be opened in the Polk County Emergency Management Agency office located at 1907 Carpenter Ave, Des Moines, Iowa on **April 13th, 2012 at 10:00 AM Central Time Zone.**

1.8 Bid Review

All proposals will be reviewed in a timely manner. A list of approved firms will be compiled. All respondents will receive notification of their status when the finalists are selected. All finalists should be prepared for an on-site interview.

1.9 Rejection of Proposals

The Commission reserves the right to reject any or all proposals in whole or in part, to waive irregularities, and to accept proposals which appear to be in the best interest of the Commission and its members.

1.10 Failure to Comply

Failure to supply any information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. The Commission reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

1.11 Proposal in Force

All proposals shall be firm for a period of 120 days after bid opening date to allow the committee to fully evaluate all proposals and to make an award deemed in the best interest of the Commission.

1.12 Disclosure of Proposal Content

The laws of the State of Iowa require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, the Commission will notify the Vendor to permit the Vendor to defend the proprietary nature of the information.

1.13 Gratuities

The laws of the State of Iowa provide that it is a felony to offer, promise, or give anything of value to a County/Commission employee or agent acting on behalf of the Commission with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office.

1.14 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among Vendors or bidders, the Commission shall prepare a notice of the relevant facts which shall be transmitted for review and possible involvement of the Office of the County Attorney.

1.15 Award

The Commission reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm which will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria contained in Part IV.

1.16 Conflict Between Terms

The Commission reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this request for proposal.

1.17 Proposal Expenses

Expenses incurred in preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the Vendor to respond to this RFP shall be the responsibility of the Vendor.

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PART II
TERMS AND CONDITIONS

2.1 Termination

A. Termination for causes: The Commission may terminate the agreement resulting from this request at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

1. The Commission shall provide the contractor/Vendor with thirty (30) day's notice of conditions endangering performance.

2. The Commission shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for nonperformance.

B. With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) day's written notice, the agreement may be terminated on an agreed date prior to the end of the contracted period without penalty to either party.

2.2 Warranty Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to award this contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such, percentage, brokerage, or contingency.

2.3 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the Vendor and the Commission.

2.4 Immunity From Liability

Every person party to this agreement is hereby notified and agrees that the Commission and any funding source for the Commission are immune from liability and suit for or from Vendor's activities involving third parties and arising from this proposal.

2.5 Waiver of Informalities

The Commission reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any offerer.

2.6 Exclusive Agreement

The Agreement which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2.7 Remedies Upon Default

In any case where the Vendor has failed to deliver or has delivered nonconforming goods or services, the Commission shall provide a cure notice. If after notice the Vendor continues to be in default, the Commission may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Vendor. The Polk County Attorney or Authorized Legal Representation that has been approved by the Commission shall be requested to make collection from the defaulting Vendor.

2.8 Acts of God

Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Vendor.

2.9 Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Commission.

2.10 Indemnification

Vendor shall defend, indemnify, and hold harmless Polk County, the Commission assignees, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade

secrets by reason of sale or use any articles purchased hereunder. The Commission shall promptly notify Vendor of any such claim.

2.11 Discrimination and Affirmative Action

A. Vendor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Vendor shall have an affirmative action plan and shall provide the Commission with reports required to insure compliance with equal employment legislation and regulations if requested. Vendor shall insure that all authorized sub-Vendors comply with the provisions of this clause.

B. A copy of the Bidder's "Affirmative Action Plan" must be made available to the Commission upon request.

2.12 Joint Proposals

If a joint proposal is submitted by two or more Vendors, it shall define completely the responsibilities, which each party is proposing to undertake. The proposal shall be signed for each firm by a principle or officer authorized to bind in a contract. The proposal shall designate one of the joint Vendors to serve as a sole point of contact between the Commission and the joint Vendors. The contract resulting from the joint proposal shall be signed by principals or officers of all Vendors participating in the offer. The Commission shall hold the contractors jointly responsible for carrying out all activities required by the contract.

2.13 The Resulting Contract or Contracts

All parts of the Request for Proposal, the contents of the Vendor's proposal response, and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.

2.14 Security of Data

A. Some data files of the Commission member agencies are of a confidential nature. The Vendor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the custodian of the records. The Vendor shall maintain positive policies and procedures for safeguarding the confidentiality of such data and may be liable civilly or criminally under the privacy legislation for negligent release of such information.

B. It is the obligation of both parties to this agreement to maintain as confidential any and all information of the other party to this agreement related but not limited to the business activities, methods, practices, systems, conditions, products, services, plans, markets, etc., and which is not public information. No dissemination of this information shall be made to anyone other than the parties of

this agreement and their necessary agents in the fulfillment of this agreement without prior approval of the other party.

C. The Commission shall have the right to require the removal of any employee of the Vendors or subcontractor, if in the judgment of the Commission employees, removal shall be necessary in order to protect the interest and security of the Commission or its member jurisdictions.

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PART III
SCOPE OF WORK

3.1 Background

The Polk County Emergency Management Commission in concert with emergency support functional partners are seeking a Metropolitan Medical Response System (MMRS) Program Coordinator. This is expected to be a contract position for related services and consultation.

With an approximate population of 430,000, Polk County is a 600 square mile jurisdiction located in Central Iowa and includes both unincorporated and incorporated municipalities. Des Moines, Iowa's capital city, is the county's largest municipality (approximate population of 200,000) and is surrounded by several suburbs ranging in population from 5,000 to 60,000. The urbanized area of the Des Moines Metropolitan Area spills into two adjacent counties (Dallas County to the west and Warren County to the south). The proposed capability should consider all of Polk County as well as the incorporated areas that exist in both Polk County and adjacent counties.

To serve this population Polk County and the included municipalities have:

- City, county, state, and federal government facilities
- Approximately fifteen (15) fire departments
- Nearly fifteen (15) law enforcement agencies
- City, county, and state transportation agencies
- Three (3) local Public Safety Answering Points (PSAP)
- Approximately 15 public works departments
- A dedicated countywide EOC with several municipal jurisdiction-specific EOCs
- Numerous Non-Governmental Organizations critical to the emergency management mission such as, but not limited to the Salvation Army, American Red Cross, and United Way
- Dozens of private sector entities that partner for emergency preparedness, response, and recovery efforts
- A countywide public health department
- Eight metro area hospitals
- More than a dozen Emergency medical service agencies (most of which are fire-department based, but not all)
- A large private electric utility provider and 2 additional electrical cooperatives that serve the county

- All four major media broadcast television networks, plus cable television stations, dozens of radio broadcasters, newspapers, and other media outlets

3.2 Capability Definition

The MMRS Program provides funding to support the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. Successful MMRS grantees reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before an incident occurs.

Considerable details and background should be referenced in several publicly provided documents on the MMRS grant including its current parent program, the Homeland Security Grant Program. Many can be found here:

http://www.fema.gov/government/grant/hsgp/

3.3 Capability Outcomes and Guiding Objectives

A. Multiple jurisdictions are able to collaborate, communicate, and coordinate a multi-disciplinary preparedness, response and recovery program related to an emergency or disaster, with the potential to produce mass casualties and/or fatalities.

B. Entities are able to identify, procure, manage, deploy, demobilize, and replenish resources such as personnel, equipment, supplies, and tasks.

C. The region is able to gain situational awareness, process, and share information to create a common operating picture in a potentially geographically dispersed environment related to mass casualties, public health, emergency management, and medical services.

D. Through this coordination, emergency management and public health can track financial expenditures for possible reimbursement consistent with state and federal grant program requirements, guidance, and authorized expenditures.

3.4 System capabilities and specifications to address in the proposal should include items A-J below. For proposal comparison purposes, format the proposal to address these questions specifically.

A. The contractor will be required to facilitate the development, implementation, review and update of a Polk County MMRS strategy.

B. The contractor will work directly through Polk County Emergency Management Agency and coordinate with Polk County Health Department and the Multidisciplinary Group for all weekly/monthly work plans.

C. The contractor will assist in the development of annual preparedness planning guidance to direct local implementation of the capabilities-based preparedness process.

D. The contractor will be required to perform an assessment of essential target/core capabilities to measure current target levels of capabilities.

E. The contractor will be required to provide to the Multidisciplinary Group strategic support for the compliance requirements of the State of Iowa and the Department of Homeland Security for grants and training as it relates to the MMRS strategy.

F. The contractor will assist the Multidisciplinary Group in program planning and compliance requirements as well as inputs for decision-making process to ensure MMRS resources are managed efficiently and effectively.

G. The contractor will be expected to complete a weekly report of hours and projects completed or in progress, and submit MMRS grant progress reports to the Polk County Emergency Management Agency and the Iowa Homeland Security and Emergency Management Division.

H. While the position as a Contractor offers scheduling flexibility to successfully perform one's tasks, it is recommended that the Contractor tailor their schedule to closely mirror that of the Polk County Emergency Management Agency office hours. This includes periodic meetings in the evenings with affiliated agencies and organizations.

I. The contractor should have training and certifications related to emergency management, homeland security, medical services, incident management, or related fields.

J. Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

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PART IV
SELECTION PROCESS

4.0 Proposals shall be reviewed by a selection committee. The selection committee shall be the Commission's Executive Committee, the Emergency Management Director, and selected representatives of the following: public health, hospitals, emergency medical services, and other potential disciplines/agencies as defined by the Commission.

4.1 The Selection Committee will review the proposal responses depicting qualifications and select for further consideration firms that will be given an opportunity for an on-site interview session. At the time of selection for interview, firms will be provided additional instructions for information to be presented to the Commission's Executive Committee. Those firms not selected for further considerations will be notified.

4.2 The committee shall select firms to be interviewed. The firms selected for interview shall be notified of their invitation to make a presentation.

4.3 The Commission reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm that will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria detailed in section 4.4.

4.4 In addition to items in Sections 3.3 and 3.4 of this Request for Proposal, the selection committee will be evaluating the following criteria:

A. The firm shall have demonstrated experience in the development and provision of a grant and project management/coordination.

B. Vendor's size, history, personnel, special expertise and general credits. Include firms experience with emergency management, public safety, health care, emergency medical services, or other relevant experience.

C. Company organization and qualification: Adequacy of facilities and staff, recent relevant research and performance record, ability to commit staff and consultants within the time required.

D. Technical qualifications relating to professional personnel to be assigned to this work, including educational background and prior experience in related projects.

E. Demonstrated ability to maintain schedule and meet due dates.

F. Adequacy and completeness of proposal document as it relates to RFP provisions.

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PART V
FORMAT OF PROPOSAL

5.0 All proposals submitted in response to this request should include the following headings to assist evaluation. These proposals should be clear and to the point. Performance on past projects will also be evaluated.

5.1 Identification Information:

A. The name, address, telephone and fax numbers and an e-mail address of the firm

B. Description of the type of corporate structure and year of origin

C. Names of the principles of the firm.

5.2 Basic Qualifications

Respond specifically to items A-J in Section 3.4 of this RFP.

5.3 Criteria Response

Respond specifically to items A-F in Section 4.4 of this RFP.

5.4 Understanding

Describe your understanding of this project.

5.5 Approach

Describe the approach and methodology your firm will use in this specific project.

5.6 Products Delivered and Services Provided

Include listing of products to be delivered and services that will be provided on-site and off-site.

5.7 Outside Assistance

List outside associates and consultants proposed for this project. Include their background and experience.

5.8 References

Each firm shall provide a list of three (3) clients where a similar requested scope of work was used, and the firm was selected as Vendor for the project. Some or all of these customers may be contacted. Include the following information for each reference:

A. Name of Jurisdiction/Organization
B. Address
C. Contact Person
D. Telephone and Fax Numbers
E. Email Address

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PART VI
FORMAT OF COST PROPOSAL

Cost Proposal shall be enclosed in a separate sealed envelope to allow for separate comparison of capability and costs. For proposal comparison purposes, components should be itemized where possible.

TOTAL PROJECT COST: _____

HOURLY RATE FOR ADDITIONAL SERVICES : _____

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*Include this with the other documents.

The undersigned, an authorized representative of _____ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication, or conference with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statements regarding NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION are condensed version of the requirements of this bid or proposal. The complete texts of these requirements may be requested of the bidder.

Name (Please Print)_____.

Authorized Signature_____Date_____.

Title_____Phone_____,

FAX_____.