

**REQUEST FOR PROPOSALS FOR  
Southeastern Pennsylvania Regional Task Force All Hazards Simulation System**

**ISSUING OFFICE  
Public Health Management Corporation (PHMC)**

**RFP NUMBER  
RFP 2011-6**

**DATE OF ISSUANCE  
September 2, 2011**

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**Southeastern Pennsylvania Regional Task Force All Hazards Simulation System**  
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## CALENDAR OF EVENTS

The Issuing Office will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit <b>mandatory</b> Letters of Intent to Apply via email to Kenneth Topping at <a href="mailto:ktopping@phmc.org">ktopping@phmc.org</a> .	Potential Offerors	9/9/2011 4:00PM, E.S.T.
Deadline to submit Questions via email to Kenneth Topping at <a href="mailto:ktopping@phmc.org">ktopping@phmc.org</a> .	Potential Offerors	9/16/2011 4:00PM, E.S.T.
Answers to Potential Offeror questions are released to Potential Offerors that submitted Letter of Intent to Apply no later than this date.	Issuing Office	9/23/2011
Please monitor email messages and PHMC website for all communications regarding the RFP.	Potential Offerors	ongoing
Sealed proposal must be received by the Issuing Office at Public Health Management Corporation, c/o Daniel Radich, 260 S. Broad Street, Suite 1800, Philadelphia, PA 19102.	Offerors	10/7/2011 4:00PM, E.S.T.

## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This Request For Proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Public Health Management’s (PHMC) consideration on behalf of the Southeastern Pennsylvania Regional Task Force (SEPA RTF) to satisfy a need for an all hazards simulation system, wherein the primary focus is to present participants with realistic scenarios that will assist in the evaluation of their knowledge, skills and abilities implementing the incident command system, developing an incident action plan, and applying strategy and tactics to mitigate the simulated emergency. The system shall be capable of presenting scenarios of an all hazard nature. Additionally, a program shall be included to prepare local instructors to effectively use the system.

**I-2. Issuing Office.** PHMC (“Issuing Office”) has issued this RFP on behalf of the SEPA RTF. The sole point of contact for this RFP shall be Kenneth Topping, 260 S. Broad Street, Suite 1800, Philadelphia, PA 19102, [ktopping@phmc.org](mailto:ktopping@phmc.org), the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

**I-3. Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

**I-4. Problem Statement.** The SEPA RTF is seeking proposals for a simulation system and training wherein the primary focus is to present participants with realistic scenarios that will assist in the evaluation of their knowledge, skills, and abilities implementing the incident command system, developing an incident action plan, and applying strategy and tactics to mitigate the simulated emergency. The system shall be capable of presenting scenarios of an all-hazard nature. Said system shall be installed on a set of mutually agreed upon dates in 2011 at the Montgomery County Public Safety Training Campus in Conshohocken, Pennsylvania (SPONSOR). Additionally, a program shall be included to prepare local instructors to effectively use the system. This program and all related documents are unclassified; however, shall be marked and handled as “For Official Use Only (U//FOUO).

**I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a Firm Fixed Price contract containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

**I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-8. Letters of Intent.** There will be no Pre-proposal conference for this RFP. Potential Offerors are instead required to submit a Letter of Intent to respond to the RFP. Letters will be accepted by the issuing office by email until the deadline as specified in the Calendar of Events. Failure to submit a Letter of Intent to the Issuing Office by the deadline shall disqualify an Offeror from consideration for the contract to be awarded from this RFP, and its proposal will be returned unopened.

**I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line “RFP 2011-6 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall transmit the answers to the questions via email to Offerors that submitted a Letter of Intent by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Issuing Office is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the PHMC website and their email communications for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The Issuing Office follows the required protest process for Commonwealth procurements as described on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>.

**I-10. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the PHMC website at [www.phmc.org](http://www.phmc.org) and will notify via email Offerors that submitted a Letter of Intent. It is the Offeror’s responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

**I-11. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the PHMC office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

**I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II, providing five (5) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal.** In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or SEPA RTF/PHMC official or SEPA RTF/PHMC consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix D to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

**I-13. Disadvantaged Business Information.** The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- A. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- B. United States Small Business Administration certified 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services  
Bureau of Minority and Women Business Opportunities  
Room 611, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: [gs-bmwbo@state.pa.us](mailto:gs-bmwbo@state.pa.us)  
Website: [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

**I-14. Information Concerning Small Businesses in Enterprise Zones.** The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States which are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie  
Center for Community Building  
PA Department of Community and Economic Development  
4<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-0225  
Phone: (717) 720-7409  
Fax: (717) 787-4088  
Email: [akartorie@state.pa.us](mailto:akartorie@state.pa.us)

**I-15. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

**I-16. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**I-17. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-18. Prime Contractor Responsibilities.** The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.



**I-19. Proposal Contents.**

- A. Confidential Information. The Issuing Office is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
  
- B. Issuing Office Use. All material submitted with the proposal shall be considered the property of the SEPA RTF/PHMC and may be returned only at the Issuing Office's option. The SEPA RTF/PHMC has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Issuing Office shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth of Pennsylvania or United States statute or regulation, or rule or order of any court of competent jurisdiction.
  
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-20. Best and Final Offers.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- A. Schedule oral presentations;
- B. Request revised proposals; and
- C. Enter into pre-selection negotiations, including the use of an online auction.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the

Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

**I-21. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-22. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other SEPA RTF/PHMC or Commonwealth of Pennsylvania personnel and/or competing Offeror personnel may be disqualified.

**I-23. Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

**I-24. Issuing Office Participation.** Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**.

**I-25. Term of Contract.** The term of the contract will commence on the Effective Date and will end upon the successful installation of the system and completion of a training program that prepares local instructors to effectively use the system. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the SEPA RTF/PHMC shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

**I-26. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding

the contract(s). The SEPA RTF/PHMC shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential Offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D.** The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth of Pennsylvania, the SEPA RTF, or PHMC including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth of Pennsylvania, the SEPA RTF, or PHMC.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

**J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the SEPA RTF/PHMC information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

**K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

**I-27. Notification of Selection.** The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

**I-28. RFP Protest Procedure.** The Issuing Office follows the Commonwealth of Pennsylvania's RFP Protest Procedure as detailed on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the PHMC website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

**I-29. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**;
- B. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9**; and
- C. Cost Submittal, in response to RFP **Part II, Section II-10**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-3. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

**II-4. Prior Experience.** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be

identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-5. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel include the employee's name and, through a resume or similar document, the Project personnel's education and experience in explosives and detection training. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

**II-6. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-7. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements for the past three fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available.

**II-8. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above.**

## **II-9. Disadvantaged Business Submittal.**

### **A. Disadvantaged Business Information.**

**1.** To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

**a)** A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

**b)** Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

**c)** All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must attest to the fact that the business has no more than 100 full-time or full-time equivalent employees.

**d)** All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

**2.** All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

**a)** Be rooted in treatment that the business person has experienced in American society, not in other countries.

**b)** Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.

c) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

3. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

a) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

b) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:

- 1) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
- 2) A copy of the joint venture agreement signed by all parties.
- 3) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

c) *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:

- 1) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
- 2) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
- 3) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
- 4) The location where each Small Disadvantaged Business will perform services.
- 5) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.



- 6) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
  - 7) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
  - d) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
  - e) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
4. The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
5. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
6. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

**B. Enterprise Zone Small Business Participation.**

1. To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
- a) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
  - b) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
  - c) Proof of United States citizenship of the owners of the business.
  - d) Certification that the business employs no more than 100 full-time or full-time equivalent employees.
  - e) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service

business). This can be accomplished by including a recent tax return or audited financial statement.

**f)** Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

**2.** In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

**a)** The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.

**b)** The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.

**c)** The specific work, goods or services each Enterprise Zone Small Business will perform or provide.

**d)** The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.

**e)** Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.

**f)** The location where each Enterprise Zone Small Business will perform these services.

**g)** The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.

**h)** The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

**i)** The form and amount of compensation each Enterprise Zone Small Business will receive.

**j)** For a joint venture agreement, a copy of the agreement, signed by all parties.

**k)** For a subcontract, a signed subcontract or letter of intent.

3. The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

- a) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
- b) The name of each Enterprise Zone Small Business; and
- c) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

**II-10. Cost Submittal.** The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the following components: Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**A. Direct Labor Costs.** Itemize to show the following for each category of personnel with a different hourly rate:

1. Category (e.g., partner, project manager, analyst, senior auditor, research associate).
2. Estimated hours.
3. Rate per hour.
4. Total cost for each category and for all direct labor costs.

**B. Labor Overhead.** Specify what is included and rate used.

**C. Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must conform with the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*. The Issuing Office may accept higher rates normally paid by an Offeror, if those rates were approved by the Offeror's officials and published prior to submitting this proposal to the Issuing Office.

**D. Consultant Costs.** Itemize as in (a) above.

**E. Subcontract Costs.** Itemize as in (a) above.

**F. Cost of Supplies and Materials.** Itemize.

**G. Other Direct Costs.** Itemize.

**H. General Overhead Costs.** Overhead includes **two** major categories of cost, operations overhead and general and administrative overhead. Operations overhead includes costs that are not **100%** attributable to the service being completed, but are generally associated with the recurring management or support of the service. General and administrative overhead includes salaries, equipment and other costs related to headquarters management external to the service, but in support of the activity being completed. Specify what specific items are included and the rates used.

**I. Total Cost.**

**The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.**

**II-11. Domestic Workforce Utilization Certification.** Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

**III-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

**III-4. Criteria for Selection.** The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be 70% of the available technical points.

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following in order of importance: (1) Understanding the Problem, (2) Offeror Qualification, (3) Financial Capability, (4) Personnel Qualifications, (5) Soundness of Approach.

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points.

**C. Disadvantaged Business Participation:** The Issuing Office has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points. Evaluation will be based upon the following in order of priority:

**Priority Rank 1**

Proposals submitted by Small  
Disadvantaged Businesses.

- Priority Rank 2**                      Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
  
- Priority Rank 3**                      Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
  
- Priority Rank 4**                      Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

**D. Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is **3%** of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

- Priority Rank 1**                      Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.
  
- Priority Rank 2**                      Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.
  
- Priority Rank 3**                      Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will

receive the one percent bonus for this criterion.

**Priority Rank 4**

Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

**E. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion is **3%** of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

**PART IV**  
**WORK STATEMENT**

**IV-1. Objectives.**

**A. General.**

The SEPA RTF is soliciting proposals for a simulation system. The system must be provided wherein the primary focus is to present participants with realistic scenarios that will assist in the evaluation of their knowledge, skills, and abilities implementing the incident command system, developing an incident action plan, and applying strategy and tactics to mitigate the simulated emergency. The system shall be capable of presenting scenarios of an all-hazard nature. Additionally, a program shall be included to prepare local instructors to effectively use the system.

**B. Specific.**

Said system shall be installed on a set of mutually agreed upon dates in 2011 at the Montgomery County Public Safety Training Campus in Conshohocken, Pennsylvania (SPONSOR).

**IV-2. Nature and Scope of the Project.**

This program and all related documents are unclassified; however, shall be marked and handled as "For Official Use Only (U//FOUO).

**IV-3. Requirements.**

**A. Concept of Operations:** Contractor will provide a system that meets the following requirements, at a minimum:

1. Be a proven and well fielded system that has been in use for a minimum of 5 years, including scalable systems, from mobile systems to installed high end training stages.
2. Be non-scripted, which means that there are no pre-determined outcomes, and what happens in the system is based only on the trainee's decisions (good or bad).
3. Have physics-based simulation, where fire, smoke, gas clouds, leaks, etc., spread as they would in the real world and react to things like wind speed/direction, and agent application as in real life; realistic damage to structures, vehicles, aircrafts and people from manmade and natural disasters.
4. Have artificial intelligence-based simulation, where people, vehicles and aircraft move and stop as they would in the real world and react to things like other



traffic, objects, signs, buildings, and persons as in real life and capable of handling hundreds of resources and thousands of people..

5. Be reality-based, where all features are based on real-world timing and real world information, such as how long vehicles take to reach the scene, and how a person's injuries progress if they are not treated.
6. Allow a realistic level of interactivity, where trainees improve their skills with a simulation that gives them the same feedback they would experience in the real world.
7. Produce a high-level and feeling of immersion, where trainees feel like they are in the actual situation, and feel the stress that they would feel at an actual emergency and uses photorealistic visuals to help create the immersion atmosphere.
8. Have an integrated scenario generator and scoring system and allow user-created exercises, where training staff is able to create and modify scenarios with the ability for the Administrator to create observation lists, set ratings per item and results are saved in a Student Database. Administrator should also have the ability to create, save, edit, and save scenario.
9. Be multi-agency, so that all emergency management agencies train together, such as Fire, Rescue, Law Enforcement, HAZMAT, Medical, Hospital, Security, Government, etc..
10. Be multi-level, so that all levels of personnel (Strategic, Operational and Tactical) are trained either together or separately.
11. Allow multi-view, where the visual scene is shown from the trainee's point of view, as well as views from security cameras, vehicles, helicopter, etc..
12. Offers the combination of driving, vehicle operation and incident command training all in one simulation with a full team training capability.
13. Includes quantifiable scoring, where the system automatically scores the trainees on defined objectives, as well as letting the instructors input their observations.
14. Have the capability of incorporating customized curriculum, which will be modified to meet changing training objectives, operational procedures and scoring requirements.
15. Be localized, where the visual environment and the vehicles and personnel are customized to match the agencies in Southeastern Pennsylvania.
16. Be expandable, so that an unlimited number of stations and new environments/models/scenarios can be added at any time.

17. Be capable of integrating multiple types of input controls for realistic training and input into the exercise, like driving controls, foam tender turret controls.
18. Be able to support courseware, where training instructors export media clips (videos and pictures) to support training.
19. Be able to support training staff with an integrated instructor/training guide, which prompts staff with procedural and curriculum guidance.
20. Be able to train with exercises in both real-time and zero-time. Real time is where the simulation automatically provides the progression in real-time. Zero time is where a trainee or instructor makes things happen immediately, such as deploying a vehicle, which is immediately shown in the simulation.
21. Present detailed after action reviews, allowing instructors to completely replay an exercise and view from any perspective. And should have the ability to fast-forward, and pause. And also present a detailed, time-stamped action list, describing the scenario events and the actions that the trainees took.
22. Utilize a simple point and click Graphical User Interface.
23. Includes a time and trigger based Master Scenario Event List (MSEL).
24. Company must have established long term relationships with customers.
25. Is NIMS compliant.

## **B. Preparation**

The project preparation phase consists of labor, materials, and other direct charges in support of execution. Contractor shall identify clearly in the bid submittal all labor, materials, and other direct charges that are the responsibility of the Sponsor. All materials that are the responsibility of the Contractor shall be in accordance with generally accepted law enforcement practices and delivered as described in the submittal. Any and all changes or substitutions must be agreed upon by the Sponsor.

## **C. Execution**

The project execution phase consists of the installation phase and training course delivery for facility staff and instructors. A detailed schedule for the installation and associated training course will be determined by the Contractor and Sponsor prior to the execution of the project.

**D. Close-out**

Contractor shall submit an invoice within 30 days upon completion of the course. Contractor shall provide Sponsor with all warranties, training, support materials, updates, invoices and related documents to support Homeland Security Grant Program guidance. Payment will not be issued until all requirements of the Homeland Security Grant Program are satisfied.

**E. Project Schedule**

<u>Phase</u>	<u>Estimated Dates</u>
Preparation	September 2011
Contract	October 2011
Execution	November 2011
Closeout	December 2011
Payment of Invoice	December 2011

**F. Cost**

The estimated cost for this project is not to exceed \$400,000. Costs for preparation, execution, and close-out of this project include all labor, materials, direct and indirect costs.

**IV-4. Tasks.**

**A. DELIVERABLES**

CONTRACTOR will provide:

- All electronic equipment necessary for system to function.
- All software and hardware for system to function.
- Five Year Warranty
- Program of instruction for Proctors/Instructors/System Controllers
- Instructor Manual
- Certificate of Insurance
- Travel, lodging, meals, and incidental expenses for installers and instructors
- Remuneration of instructors working for contractor
- Workers Compensation for instructors working for contractor

**B. RESOURCE REQUIREMENTS**

SPONSOR will provide:

- Venue for installation of equipment.
- Instructors/Proctors with sufficient knowledge, skills, and abilities to support program delivery.
- Access to electrical supply for the equipment.

## C. ADMINISTRATION

All agreements will be administered by the Southeastern Pennsylvania Regional Task Force and/or its fiduciary agent Public Health Management Corporation (PHMC) and the County of Montgomery.

**IV-5. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.** All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY

POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

**APPENDIX A**  
**STANDARD TERMS AND CONDITIONS**

**1. TERM**

This contract shall be effective upon approval by SEPA RTF Executive Board and will follow the deliverable schedule specified herein. Either party reserves the right to cancel the contract without cause by providing the other party 30 (thirty) days' written notice. All deliverables must be provided and accepted. The projected term will be \_\_\_ months following contract execution, ending in \_\_\_\_\_, \_\_\_\_\_.

**2. SCOPE OF SERVICES**

The Contractor will implement the proposed scope of work for **[project]**.

The following are a list of primary project goals for which the Contractor will be responsible to achieve:

**3. COMPENSATION**

In addition to delivering Services on schedule, the Contractor will participate in progress reviews, as requested by SEPA RTF to demonstrate performance of its obligations.

**4. CONFIDENTIALITY**

Contractor shall deem all reports, findings, and project data as the property of SEPA RTF and will not release reports, findings, or data without the expressed written consent of SEPA RTF.

**5. TAXES**

The Contractor is responsible for payment of all applicable taxes from funds to be received under this contract.

**6. INCORPORATION OF PROPOSAL**

The Contractor's proposal for **[project]** is hereby made an integral part of this Contract and incorporated herein by reference. In case of conflict the following order of authority will be followed, with the first listed being the highest authority: (1) This Contract. (2) Contractor's proposal: All commitments made in the Contractor's proposal not in conflict with the Contract form a part of this Contract, whether specifically spelled out or not. All provisions of this Contract are hereby agreed to include herein.

**7. COMPLIANCE WITH COMMONWEALTH AND FEDERAL REQUIREMENTS**

Contractor agrees to comply with all applicable Commonwealth and Federal Special Conditions. **SUBCONTRACTORS:** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Agency.

**8. AMENDMENTS**

Any changes to this Contract, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.

## **9. COMPENSATION/REIMBURSEMENT**

It is expressly understood and agreed that in no event will the total compensation, and/or reimbursement to be paid hereunder exceed the maximum sum of \$\_\_\_\_\_ for all of the services required.

## **10. DEFAULT**

A. The SEPA RTF may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under this Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract for any of the following reasons:

1. Failure to begin work within the time specified in the Contract or as otherwise specified;
2. Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract terms;
3. Unsatisfactory performance of the work;
4. Discontinuance of work without approval;
5. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
6. Insolvency or bankruptcy;
7. Assignment made for the benefit of creditors;
8. Breach of any provision of the Contract;
9. Failure to comply with representations made in the Contractor's bid/proposal;  
or
10. Failure to comply with applicable Federal, Commonwealth and County laws, regulations, guidelines and Commonwealth manuals pertinent thereto.

B. In the event that the SEPA RTF terminates this Contract in whole or in part as provided in Subparagraph a. above, the SEPA RTF, through PEMA, may procure, upon such terms and in such manner as it determines services similar or identical to those so terminated.

C. If the Contract is terminated as provided in subparagraph (a) above, the SEPA RTF, in addition to any other rights provided in this paragraph, may require the Contractor upon receipt of payment in full of all outstanding amounts from SEPA RTF to transfer title and deliver immediately to the SEPA RTF in the manner and to the extent directed by the Executive Board, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below and in paragraph 3 above, payment for completed work accepted by the SEPA RTF shall be at the price as specified in the Contractor's proposal of service. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the SEPA RTF shall be in an amount agreed upon by the Contractor and the Executive Board. The SEPA RTF may reasonably withhold amounts otherwise due the Contractor for such completed

or partially completed works after providing written justification for such withheld amounts, such sum as the Executive Board determines to be necessary to reasonably protect the SEPA RTF against loss. SEPA RTF acknowledges that Contractor shall be under no obligation to transfer title and deliver immediately to SEPA RTF until all outstanding amounts are paid in full.

- D. The rights and remedies of either Party regarding default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- E. Either Party's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Party of its rights and remedies in regard to the event of default or any succeeding event of default.

## 11. FORCE MAJURE

- A. 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 SEPA RTF may reasonably request. After receipt of such notification, the SEPA RTF may elect to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. SEPA RTF acknowledges that coordination of efforts between SEPA RTF and **[project partners, if applicable]** are predicated on such teams cooperating with Contractor on a timely basis. As such, if cooperation is not forthcoming, Contractor shall inform such SEPA RTF representatives on such non-cooperation and if such non-cooperation continues, Contractor shall not be held responsible for meeting goals.

## 12. TERMINATION

PHMC or SEPA RTF has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- A. **TERMINATION FOR CONVENIENCE:** PHMC or SEPA RTF shall have the right to terminate this Contract for its convenience if PHMC or SEPA RTF determines termination to be in its best interest. The Contractor shall be paid for work



satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- B. NON-APPROPRIATION: The SEPA RTF's obligation to make payments during any fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (Homeland Security Grant Program) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the SEPA RTF shall have the right to terminate this Contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, or loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.
- C. TERMINATION FOR CAUSE: PHMC or SEPA RTF shall have the right to terminate this Contract upon the Contractor's default under Default Clause upon written notice to the Contractor. The SEPA RTF shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in the Contract or by law. In the event PHMC or SEPA RTF seeks to terminate this Contract for cause, the PHMC shall notify Contractor of the reasons for termination. Contractor shall have sixty (60) days from the date of the notice to cure the default. If the Contractor does not cure the default within the time provided by this Section, the SEPA RTF may then proceed to termination of the Contract. In the event of termination for any reason other than default, SEPA RTF agrees to hold Contractor harmless for any obligation incurred by Contractor on behalf of the RTF in connection with the Contractor's duties and responsibilities under this Contract. If it is later determined that the SEPA RTF erred in terminating the Contract for cause, then, at the SEPA RTF's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph a.

### **13. RIGHT-TO-KNOW LAW**

The Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. §§ 67.101 *et seq.*, applies to this Contract. If the SEPA RTF requires the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor's Executive Director as the primary contact for this purpose. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the SEPA RTF. Upon written notification from the SEPA RTF that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract 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 SEPA RTF, 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 Contract that the SEPA RTF reasonably believes may be a public record under the RTKL; and
- B. Provide such other assistance as the SEPA RTF may reasonably request, in order to comply with the RTKL with respect to this Contract.

#### **14. COPYRIGHT**

Except as otherwise provided in the terms and conditions of this contract, the contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this contract. However, the federal awarding agency and SAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and SAA purposes:

A. The copyright in any work developed through this contract; and

B. Any rights of copyright to which the subcontractor purchases ownership with support through this grant.

The federal government's rights and the SAA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

**RETENTION OF RECORDS:** Records for non-expendable property purchased totally or partially with contract funds must be retained for seven (7) years after its final disposition. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of Seven (7) years after the final expenditure report and all other pending matters are closed. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for seven (7) years after the litigation, claim or audit is resolved.

**AUDIT:** Records with respect to all matters covered by this Contract shall be made available for audit and inspection by the SEPA RTF, the grant agency and/or their duly authorized representatives.

#### **15. ASSIGNMENT & SUBCONTRACT**

A. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

B. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Executive Board, which consent may be withheld at the sole and absolute discretion of the Executive Board.

C. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Executive Board, which consent may be withheld at the sole and absolute discretion of the Executive Board.

D. Notwithstanding the foregoing, the Contractor may, without the consent of the Executive Board, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Executive Board together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

- E. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the Executive Board shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- G. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Executive Board written notice of any such change of name.

## **16. MERGER & INTEGRATION**

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire Contract between the parties. No Contractor, representative, employee or officer of either the SEPA RTF, the Political Subdivisions or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

## **17. CONFIDENTIAL INFORMATION**

The Contractor agrees to secure and protect the Confidential Information of the SEPA RTF in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. The Contractor agrees to hold the Confidential Information of the SEPA RTF in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the SEPA RTF or in the performance of its obligations under this Contract. Notwithstanding the above language, Confidential Information will be clearly marked and identified on all Confidential documents by the SEPA RTF and so communicated to the Contractor. Any request for disclosure of the Confidential Information is subject to paragraph sixteen (16) above.

## **18. INSURANCE**

The Contractor shall maintain at all times automobile liability policies, and such other insurance as may be reasonably required and in such reasonable amounts as may be required by the SEPA RTF. Evidence of such insurance shall be furnished to the SEPA RTF upon request.

## **19. PERFORMANCE BOND**

If the SEPA RTF requires the Contractor to post a bond to assure performance of this Contract, such bond shall be a certified cashier's check or a surety bond issued by a surety authorized to do business in the Commonwealth of Pennsylvania. Such bond shall be in an amount as required by the SEPA RTF.

## **20. APPLICABLE LAW**

This contract is made under and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. By executing this Contract, the Contractor agrees to submit himself to the jurisdiction of the courts of the Commonwealth of Pennsylvania for all matters arising or to arise hereunder, including but not limited to performance of said Contract and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

## **21. CONFLICT OF INTEREST**

Personnel and other officials connected with this contract shall adhere to the requirements given below.

- A. Advice: No official or employee of a state or unit of local government or of non-government contractors/subcontractors shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization, other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
  
- B. Appearance: In the use of these contract funds, officials or employees of state or local units of government and non-governmental contractors/subcontractors shall avoid any action which might result in, or create the appearance of:
  - i. Using his/her official position for private gain;
  - ii. Giving preferential treatment to any person;
  - iii. Losing complete independence or impartiality;
  - iv. Making an official decision outside official channels; or
  - v. Affecting adversely the confidence of the public in the integrity of the government or the program.

## **22. DISCRIMINATION**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The Contractor shall take affirmative action to ensure that applicants for employment and the employees are treated during employment, without regard to their race, color, religion, age, sex, national origin, or handicap.

## **23. UTILIZATION OF MINORITY BUSINESSES**

Contractors are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules. In the event the Contractor uses an approved subcontractor, who is a certified small and/or minority owned business with the

Commonwealth of Pennsylvania, the Contractor will report to the SEPA RTF the business name and dollar amount of the awarded contract.

**APPENDIX B**  
**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, \_\_\_\_\_ [title] of \_\_\_\_\_ [name of Contractor] a \_\_\_\_\_ [place of incorporation] corporation or other legal entity, ("Contractor") \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_, having a Social Security or Federal Identification Number of \_\_\_\_\_, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_\_% ) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_ performed:

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[Use additional sheets if necessary]

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

**APPENDIX C - PROPOSAL COVER SHEET**  
**Public Health Management Corporation**  
**on behalf of the SEPA Regional Task Force**  
RFP# 2011-5

**Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:**

<b>Offeror Information:</b>	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<b><i>Signature</i></b>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL**