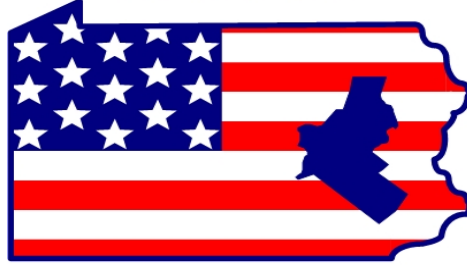


EAST CENTRAL PENNSYLVANIA COUNTER
TERRORISM TASK FORCE



A COOPERATIVE EFFORT OF BERKS,
COLUMBIA, LUZERNE, MONTOUR,
NORTHUMBERLAND, SCHUYLKILL AND
WYOMING COUNTIES

EAST CENTRAL TASK FORCE
Questions Pertaining to
Interoperable Emergency Communications Grant -
Request for Proposal
May 5, 2010

*The following questions have been posed to the ECTF Administrative Point of Contact regarding the Request for Proposal submitted on Friday, April 30th via electronic mail to establish a contract for a consultant **to address the issue of interoperable communications throughout the ECTF region in an All Hazards capacity and to develop a Regional Interoperable Communications Plan.***

1. QUESTION: Does the region desire the successful vendor to enter the information gathered into CASM or simply acquire the information and provide it in a form that region can work from to do the actual entry?

RESPONSE: The ECTF does not desire the successful vendor to enter information into CASM. However, it is the expectation of the ECTF that the successful vendor will utilize CASM and the data required to be entered into CASM as a template/model for the survey. As stated in Section 5.1 of the RFP, the survey should closely mirror the requirements and input of the Communication Asset Survey and Mapping (CASM) tool, and further, should allow the contractor to conduct an analysis of the interoperability needs of the Task Force and to understand the needs of the audience.

2. QUESTION : In order to establish a baseline for the proposal and pricing, would the region identify the specific number and type of HSEEP compliant of training exercises it desires to be conducted throughout the region? Specifically, what level or type of exercise is desired – tabletop, functional or full-scale, and how many of each?

RESPONSE: It is unknown at this time how many of or what type of (tabletop, functional or full scale) exercises will be required to demonstrate the validity of the proffered plans and protocols. Vendors should specify how many and what type of exercises they are proposing to conduct based on their expertise of the planning process. A minimum of one (x1) functional communications exercise, designed to test both the Plan and the end-user's ability to execute the plan, is expected.

3. QUESTION: What is the regions IECGP award amount for 2008 and 2009 respectively?

RESPONSE: 2008 = \$102,247.00

2009 = \$116,482.00

NOTE – This should not be considered a budget or maximum allotment for this RFP as monies under this grant have been committed to other projects.

4. QUESTION: Can you provide us with a copy of the anticipated contract to be used if awarded this project? In the proposal response, is Schuylkill County (as the Fiscal County) open to accepting language modifications and/or suggestions to the contract for negotiation purposes if selected for this project?

RESPONSE: The contract will be awarded by the fiduciary county (currently Schuylkill County) in accordance with County laws, regulations, ordinances and guidelines and in compliance with the federal and state grant requirements. Schuylkill County uses an Agreement and Standard Terms and Conditions as required by Schuylkill County's Solicitor. Both the Agreement and Standard Terms and Conditions are included at the end of the response to questions.

5. QUESTION: Can you please let us know the available amount of funding and/or budget the Task Force has allocated for this project?

RESPONSE: Due to the fact that this RFP is a competitive process, cost is one criterion upon which respondents must compete and is part of the evaluation and selection process (See Section 8.0). The budget is part of the respondent's cost proposal.

6. QUESTION: In order to submit the highest quality response to your RFP, we request a two-week extension of the proposal due date from May14, 2010 to May 28, 2010.

RESPONSE: Extensions will not be entertained at this time.

AGREEMENT

This AGREEMENT, made and concluded this _____ day of _____, 20____,
BETWEEN the Schuylkill County Commissioners through the Schuylkill County
_____ (hereinafter referred to as the
"County") and _____
of _____ (hereinafter referred to as the
"Contractor").

WITNESSETH, that the said Contractor, for the consideration herein specified, agrees

TERM of this Agreement shall be effective from _____ to _____.

IN CONSIDERATION WHEREOF the County agrees to pay said Contractor _____

Said parties agree to abide by the Standard Terms and Conditions attached to this Agreement, which Standard Terms and Conditions are incorporated herein by reference.

IN WITNESS WHEREOF said parties, intending to be legally bound, have hereunto set their hands and seals the day and year above written.

Contractor

Date

Attest:

Chief Clerk

Witness

Seal

STANDARD TERMS AND CONDITIONS

PROVISIONS FOR AGREEMENT MODIFICATION AND AMENDMENT

This document, and all attachments which have been incorporated by reference, contains all the terms, provisions and conditions of this Agreement. All the provisions thereof are intended by the parties to be whole and entire, and no provision, nor any part thereof, is intended to be severable. However, in the event the CONTRACTOR does not comply with a term, provision or condition of this Agreement, the COUNTY, in its discretion, may deem such non-compliance as severable without affecting the remainder of the Agreement or any part thereof. Amendment and/or modification shall be proposed by either party at least thirty (30) days prior to such proposed change. The changes proposed shall be negotiated and subject to approval obtained from the appropriate County, State and Federal reviewing and granting authorities. Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement and attached to the original of the Agreement. This contract and performance of it are subject to review by the appropriate County, State and Federal authorities. It is agreed that the foregoing shall not be construed to require the COUNTY to give approval of any requested change.

ASSIGNABILITY

This Agreement, being intended to secure the services of CONTRACTOR, shall not be assigned, sublet, transferred or otherwise delegated by CONTRACTOR without the written consent of COUNTY. The COUNTY may assign this Agreement without the consent of CONTRACTOR upon written notice to CONTRACTOR setting forth the assignee's name, address and contact person and the effective date of the assignment. Upon any such assignment of this Agreement by the COUNTY, the COUNTY shall have no further liability under this Agreement other than for payment to CONTRACTOR for services rendered under this Agreement through the effective date of the assignment.

INDEPENDENT CONTRACTOR

The parties hereto agree that the CONTRACTOR, and any agents and employees of the CONTRACTOR, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of the Commonwealth or COUNTY.

INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, the County of Schuylkill, their officers, agents and employees: (a) from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with this Agreement; and (b) from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in any form or manner by the CONTRACTOR or its agents, employees, subcontractors, officers or assigns in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

INSURANCE

CONTRACTOR shall provide and maintain such policies of malpractice and liability insurance as shall be necessary to insure CONTRACTOR and his employees, agents and representatives against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of or failure to perform any services by CONTRACTOR.

- a. The Comprehensive General Liability Policy will include, but not be limited to, the following:
 - (1) Contractual liability on a blanket basis or contractual liability specifically covering this Agreement;
 - (2) Contractors Protective Liability;
 - (3) Products Liability and Completed Operation;
 - (4) Limits of liability may be satisfied by a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 - (5) The policy shall be endorsed to include the COUNTY as additional insured and further that this said endorsement shall be evidenced on the actual certificate.
- b. Workers' Compensation Insurance as required by law.
- c. Professional Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
- d. Fidelity Bond Insurance shall be maintained to insure that employees and unpaid volunteers who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by a fidelity bond.
- e. The SERVICE PROVIDER shall carry Comprehensive Liability Insurance covering all owned, hired and non-owned automobiles. The limits of liability for automobile insurance may be satisfied by a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

The COUNTY may, at its discretion, waive or modify any of the foregoing insurance requirements.

THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that requires covered entities and their business associates to protect, secure and maintain the privacy of personal health information. HIPAA requires covered entities and business associates to enter into contracts containing required provisions. CONTRACTOR agrees to enter into an appropriate business associate contract, if necessary, with COUNTY and to protect the personal health information that it receives and maintains as required under HIPAA.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Work Place Act the Commonwealth of Pennsylvania is prohibited from entering into a contract involving an expenditure of \$25,000 or more of federal funding with a contractor or an individual who does not certify a drug-free workplace, and who does not establish several conditions and requirements that have to be met in order to certify a drug-free workplace.

ON-SITE MONITORING

If the CONTRACTOR is a local government or a non-profit organization or a for-profit organization and expends total federal and/or state awards of less than \$300,000 during its fiscal year, the CONTRACTOR is subject to on-site monitoring and is required to maintain auditable records of federal and any state funds which supplement such awards and to provide access to such records by federal agencies, state agencies, or a County designee approved by the Board of Commissioners.

DEBARMENT AND SUSPENSION

The CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal Government, as per Single Audit Bulletin SAB-96-01, Contractor Responsibility Provisions Debarment and Suspension, of August 19, 1996.

CONTRACT CONSTRUCTION

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania. The jurisdiction of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Schuylkill County.

AVAILABILITY OF FUNDING

This agreement is contingent upon the availability of Federal and State Funding.

TERMINATION CLAUSE

- a. This Agreement may be terminated by the COUNTY at any time without cause upon forty-five (45) days written notice delivered by certified mail or in person. It is further agreed that in the event funding to the COUNTY from State and Federal funds is not obtained or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased materials or services, the COUNTY may exercise one of the following options:
 - (1) Issue a written Notice of Termination of this Agreement to the CONTRACTOR effective upon a specified date, which will be a reasonable period of time under the circumstances; or
 - (2) Continue the Agreement by reducing, through written notice to the CONTRACTOR, the amount of the Agreement (both purchased services and reimbursement) in a manner consistent with the nature, amount and circumstances of the COUNTY'S loss of State and Federal funding, provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred to such termination or reduction.
- b. The rights and remedies of the COUNTY and the CONTRACTOR provided in this provision shall not be exclusive and are in addition to any rights or remedies provided by law or under this Agreement.
- c. Upon receipt of a Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination;
- (2) Place no further orders, contracts or subgrants for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (3) Terminate all orders, contracts and subgrants to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (4) Assign to the COUNTY in the manner, at the time and to the extent directed by the COUNTY all of the rights and interest of the CONTRACTOR under the orders, contracts or subgrants so terminated and at the discretion of the COUNTY, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants;
- (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts and subgrants with the approval or ratification of the COUNTY to the extent that the COUNTY may require such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue in any manner or degree of the performance of CONTRACTOR hereunder.