 Request for Qualifications
Regional Health and Medical Emergency Preparedness Planning and Related Services

The Mid-America Regional Council (MARC) is a public not-for-profit organization serving the Kansas City metropolitan region. MARC is seeking qualifications from experienced consultants to assist MARC with health and medical emergency preparedness and response planning and coordination carried out through the KC Regional Health Care Coalition. MARC expects to select up to three qualified consultants from this RFQ, and as assignments are identified, MARC will ask one or more of the selected consultants to provide a brief scope of services and cost estimate. The projects are expected to begin March 1, 2019, and run through December 31, 2019.

Among its responsibilities, MARC coordinates the regional Health Care Coalition. The mission of the MARC-HCC is to prepare and coordinate health and medical response and recovery to the threats and hazards the region faces to help patients during emergencies receive the care they need, decrease deaths, injuries and illnesses resulting from emergencies, and promote health care delivery system resilience.

The MARC-HCC conducts an annual assessment and planning process to identify regional health care gaps and vulnerabilities that could impede the delivery of health care, establish collaborative and integrated mitigation strategies and implement those strategies through coordinated planning and training, information and resource sharing and exercising plans, systems and processes.

The KC Regional Health Care Coalition’s purpose is to:
- Increase cross discipline health and medical pre-planning and coordination to synchronize preparedness, response and recovery efforts in the region and with state and federal partners and maintain minimum levels of readiness
- Build/strengthen relationships and information sharing systems among EMS, hospital, public health, medical examines/coroners and emergency management and other relevant health care partners.
- Conduct coordinated planning and ongoing needs assessment including incorporating the needs of special medical populations/at-risk individuals
- Ensure protocols and processes are in place for resource allocation, mobilization and management
- Conduct coordinated trainings, exercises and share and implement lessons learned from real incidents
- Identify planning, resources, training and exercise gaps for each of the Assistant Secretary for Preparedness and Response (ASPR) capabilities and assess progress
- Develop a foundation to expand to other key stakeholders as the program evolves

DESIRED SERVICES
1. Planning - Work with MARC staff and committee members to prepare an analysis of the region’s health care supply chain management to support emergency response and identify action steps to address gaps in the ability of health care organizations to effectively manage their supply chains during emergency events. The planning work must be completed by June 30, 2019.
Detailed work plan for Supply Chain Management

Activity 1. Assess Supply Chain Integrity
The supply chain integrity assessment is used to evaluate equipment and supply needs that will be in demand during emergencies. The consultant will assist the MARC HCC to examine supply chain vulnerabilities to determine access to critical supplies, amounts available in regional systems and potential alternate delivery options in the case that access or infrastructure is compromised. The consultant will assist the HCC in collecting and using this information to coordinate effectively within the region in collaboration with the ESF-8 lead agency.

The supply chain integrity assessment should include the following: (may need to prioritize based on time and funding)

- Blood banks
- Medical gas suppliers
- Fuel suppliers
- Nutritional suppliers and food vendors
- Pharmaceutical vendors
- Leasing entities for biomedical (monitors, ventilators, etc.) and other durable medical equipment and beds
- Manufacturers and distributors for disposable supplies
- Manufacturers and distributors for PPE
- Hazardous waste removal services
- Other supply chains may be considered

The HCC should collaborate with health care organization members and other stakeholders to develop joint understanding and strategies to address supply chain vulnerabilities. These vulnerabilities may be addressed at a health care organization and/or HCC level by decisions and mitigation strategies including but not limited to:

- Accessing stockpile (or maintain and rotate higher stock levels)
- Accessing vendor- and/or distributor-managed inventory/stockpile
- Establishing secondary vendors
- Developing ‘push’ or pre-event disaster supply procedures and triggers for activation

Activity 2 – Assess Regional Health Care Resources and Address Requirements
The HCC and its members should also be aware of the need for redundancies in backup planning (e.g., in events affecting all HCC members, individual facilities may plan for the same vendors to provide backup supplies or utilities). When these strategies fail, health care organizations and the HCC should consider implementing contingency plans, which may include conservation, substitution, adaptation, reuse, or reallocation. Additional strategies may include transferring resources from other HCCs and/or coordinating with the ESF-8 lead agency to request assets from the Strategic National Stockpile (SNS).

Health care organizations should maintain awareness of critical medications and materiel they have on hand and how to obtain additional supplies through their established procurement processes, their HCC, and any state/local stockpiles. Certain categories of pharmaceuticals and medical materiel are more likely to be required during a patient surge, such as:

- Pharmaceuticals
- Analgesia and sedation medications (including oral and injectable)
- Anesthesia medications (e.g., paralytics)
- Antibiotics (including oral and injectable)
- Antivirals (e.g., oseltamivir)
- Tetanus vaccine
- Pressor medications
- Antiemetics
- Respiratory medications (e.g., albuterol)
- Anticonvulsant drugs
- Antidotes (e.g., atropine, hydroxocobalamin) – based on community risks and resources
- Psychotropic medications
- Medical supplies and equipment
- Blood products
- Intravenous fluids and infusion pumps

Health care organizations should ensure access to formulations appropriate for dosing all patient types, including children and other special populations. Acquisition, storage, rotation, activation, use, and disposal decisions should all be considered and documented.

The HCC will assist health care organizations to understand the SNS distribution plan for their jurisdiction(s). The consultant will ensure that health care organizations engaged in the CHEMPACK program, the Cities Readness Initiative (CRI), and local and state-based plans that maintain treatment or prophylaxis caches are engaged in the development, training, and exercising of the distribution plans.

Additional planning projects that may be identified:

2. Exercise Support – Work with MARC staff and committees to prepare exercise design documents after an exercise scenario is identified; support planning and executing on the logistics necessary to carry out the exercise; prepare documentation of the exercise event, including lessons learned for an After Action Report.

3. Committee and Other Project Support - Work with MARC staff and committee leadership (Health Care Coalition and potentially other regional committees) to execute committee work plans, develop meeting agendas and background research materials, arrange for presentations, prepare meeting reports and follow-up on action items. As needed, assist Program Director to complete other emergency services special projects.

**Desired Qualifications**

- Experience in health and medical emergency preparedness and response planning, training and exercise support for health care coalition members (EMS, hospital, public health, emergency management or other organizations) will be necessary for project 1 on page 3
- Experience in emergency services and emergency preparedness planning more broadly will be necessary for projects 2 and 3 on page 3
- Committee facilitation experience
- Public or community health background
- Preference for knowledge of KC metro region and its Kc Regional Health Care Coalition
- Knowledge of exercise design and experience in supporting exercises is desired
RESPONSE CONTENTS
Responses to this request should be directed to Erin Lynch, Emergency Services and Homeland Security Director, by electronic mail at elynchl@marc.org or by mail to Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, Missouri 64105, by 4 p.m. CST on February 25, 2019.

The following items should be addressed in your response.

Description of the Firm or Individual. Description of the individual or firm offering to provide services to MARC. If a business, include information on the type of business, date business was established, type of services provided, and description of client base. If an individual, provide background on experience, education and skills necessary to perform the required services.

References for Similar Projects. Provide three references of clients where services were similar to those requested by MARC.

Description and Qualifications of Personnel. Description of qualifications of personnel who would be assigned to assist MARC. Provide resumes of the individuals who would be assigned to the MARC project, including information on their experience with work similar to that required by MARC. Indicate the degree to which the identified personnel will be available to participate in the project.

Approach to Project. Provide your approach to the services to be provided. A general approach framework is appropriate for this response with a more detailed approach required for the Supply Chain Management Planning work.

Fee Schedule. Provide your hourly fee schedule and maximum hours per week that individual assigned to the project would be available.

ANTICIPATED CONSULTANT SELECTION SCHEDULE
MARC staff will review responses to this RFQ and determine if interviews with individuals and/or firms. If needed, interviews will be held on either February 25 or 26, 2019. MARC expects to select up to three consultants and negotiate agreements to begin assigning work by March 1, 2019. For each project (items 1, 2 or 3 described on page 3), MARC will ask one or more of the selected consultants to provide a general scope of work and cost estimate.

PROJECT SCHEDULE AND BUDGET
It is anticipated that the work could begin as early as March 1, 2019. Individual projects could be initiated anything between March 1, 2019, and December 31, 2019. MARC has budgeted $25,000 for this engagement.

AWARD OF CONTRACT
This request for qualifications does not commit the Mid-America Regional Council to award a contract or to pay costs incurred in the preparation of a proposal in response to this request. MARC reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel any or all of this Request for Qualifications, if it is considered in the best interest of MARC. MARC may require the proposer selected to participate in negotiations, and to submit to such price, technical or other information as may be needed to finalize a particular engagement for services.
FEDERAL REQUIREMENTS
Consultant must agree to comply with the Federal & State Terms & Conditions. See Attachment A.

MARC CONTACT FOR FURTHER INFORMATION
For further information about the project, contact Erin Lynch at elynch@marc.org.
ATTACHMENT A

Federal & State Terms and Conditions

The Contractor understands and agrees that the following terms and conditions apply to Agreements and Purchase Orders funded by the U.S. Department of Homeland Security and issued by the Mid-America Regional Council (“MARC”) are subject to the provisions of the Code of Federal Regulations, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, dated December 26, 2013 and 44 CFR Part 13.36.

1. Rights and Remedies. The Contractor understands and agrees that failure to adhere to these terms and conditions constitutes a material breach of its contract with MARC and that MARC may take appropriate action against the Contractor to ensure compliance with these provisions, up to and including stoppage of work, suspending payments, and/or cancelling or rescinding the Agreement.

2. Certification Regarding Debarment & Suspension. For all purchases of goods or services that are equal to or greater than $25,000, the Contractor certifies to the best of its knowledge and belief, that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; b) have not within a three-year period preceding the Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offense; d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default. Debarment, suspension, or proposed debarment by the Federal Government constitutes grounds for automatic termination of this Agreement.

3. Examination & Retention of Records. The Contractor agrees that MARC, and any Federal agency providing funding for this Agreement and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement to the extent necessary to verify the nature and extent of costs incurred under this Agreement until the expiration of five (5) years after final payment under this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years. Records may be retained in an automated format. Nothing in this Agreement shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Agreement.

4. Non-Discrimination in Employment. In connection with the performance of work under this Agreement, the Contractor agrees as follows:
   a) The nondiscrimination clause and reporting requirements contained in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the U.S. Secretary of Labor, are incorporated herein. Additionally, the conditions and regulations applicable in the Vietnam Era Veterans

b) The Contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

c) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts as provided by law.

5. Compliance with Laws and Regulations. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations. Agreements and Purchase Orders funded by the federal government, are subject to the provisions of the Code of Federal Regulations, 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, dated December 26, 2013. The Contractor agrees to comply with the following and as applicable to the Agreement:

a) **Copeland "Anti-Kickback" Act** (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)

b) **Davis-Bacon Act** (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)

c) **Contract Work Hours and Safety Standards Act**, Sections 103 and 107 (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)

d) **Drug Free Workplace Act**. Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, (41 U.S.C. 701 as amended and provide a drug-free workplace.

e) **Energy Policy and Conservation Act**. (42 U.S.C. 6321) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 St. 871)

f) **Americans with Disabilities Act**. When the Agreement is for services, the Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular the Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the project under the Agreement.

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

g) **Clean Air Act** (42 U.S.C. 1857(h))

h) **Clean Water Act** (33 U.S.C. 1368 and Executive Order 11738)

i) **Environmental Protection Agency** regulations (40 CFR Part 15)

(i) Certification Regarding Lobbying. For all purchases of goods or services that are equal or greater than $100,000, the Contractor certifies compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and implementing Federal funding agency regulations contained in the Code of Federal Regulations (“CFR”), concerning government-wide restrictions on lobbying, which provide that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. Contractor further certifies that if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions. The Contractor shall require that the language of this Paragraph 5.j.(i) be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction as imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(ii) Prohibition on Lobbying. For all purchases of goods or services, no matter the dollar amount, the Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modifications or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of MARC.

6. Confidentiality. The contents of the Agreement and all related commercial and technical information shall be kept secret and confidential by the Contractor and will not be divulged by the Contractor to any third party or utilized by the Contractor otherwise than in connection with the Agreement, unless MARC provides its express written approval that such information may be disclosed. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time to MARC by the Contractor shall be deemed secret or confidential and the Contractor shall have no rights against MARC with respect to such information except such rights as any exist under patent law. It is the Contractor’s responsibility to inform MARC of the Contractor’s rights under applicable patent law; and such right must be disclosed to MARC upon receipt by MARC of the Contractor’s commercial and technical information. MARC has no obligation to affirmatively ascertain whether the Contractor has rights under patent or other laws prior to MARC disclosing the Contractor’s commercial and technical information.

7. Missouri Sunshine Act. The Contractor understands and agrees that the Missouri Sunshine Act (“Sunshine Act”) Sections 610.010 through 610.030 RSMo, may apply to the information and documents, both paper and electronic, submitted to MARC regarding the goods or services provided under the Agreement. All materials submitted to MARC that are related to the goods or services will become agency records and may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless MARC determines that a valid exemption under the Sunshine Act applies. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are public records.
8. **Kansas Open Records.** The Contractor must comply with all the requirements of the Missouri Open Records Act in providing services under this contract. The Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act.

9. **Patents.** Contractor warrants that the products/services being provided to MARC under the Agreement, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright trade secret, or other proprietary right of any third party existing under laws of the United States or any foreign country. The Contractor agrees to, at the Contractor’s own expense, to defend any and all actions or suits alleging such infringements and will save MARC, its officers, agents, servants and employees harmless in cases of such infringement.

10. **Copyrights.** No reports, maps or other documents produced in whole or in part under the Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items (“Work Product”) prepared under the Agreement shall vest in MARC upon payment to the Contractor for all services rendered. Contractor hereby assigns to MARC all right, title and interest in any Work Product, including any copyrights or other intellectual property therein. The Department of Homeland Security reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the copyright in any work developed under the Agreement, and any rights of copyright to which the Contractor purchases ownership with the funds, whether in whole or in part, under the Agreement.