

Request for Proposal (RFP) for Grant Administration

04/14/2022

Hazard Mitigation Grant Program (HMGP) through the Iowa Department of Homeland Security and Emergency Management (HSEMD)

Dear Service Providers:

Attached is a copy of the Pella Cooperative Electric Request for proposal for pre-award and post-award management services for the Hazard Mitigation Grant Programs, if awarded, through the Iowa Department of Homeland Security and Emergency Management (HSEMD).

Pella Cooperative Electric is considering applying funding of eligible activities under the following program:

- Hazard Mitigation Grant Program

The submission requirements for this proposal are included on the attached Request for Proposal (RFP) form. Please send one copy of your proposal of services and statement of qualifications to

Tim Ver Meer
Pella Cooperative Electric Association
PO Box 106
2615 Washington St.
Pella, IA 50219-0106

Tim Ver Meer

The deadline for submission of proposals is **05/05/2022 no later than 2:00 p.m.**

Sincerely,

Tim Ver Meer

Publication Notice for Grant Administration

Pella Cooperative Electric Association (PCEA) is requesting proposals for pre-award and post-award grant administration services to assist with a project seeking funding under the Hazard Mitigation Grant Program (HMGP) through the Iowa Department of Homeland Security and Emergency Management (HSEMD).

PCEA is seeking HMGP funds for Project S753 Pella Cooperative Electric – Line Hardening to rebuild of 6 sections of overhead powerline totaling approximately 11.5 miles utilizing heavier construction, stronger poles and shorter spans.

The selected contractor will work with the PCEA to ensure compliance with HMGP program requirements. Activities will include but are not limited to project reporting, preparation of disbursement requests, and other activities required under the state of Iowa HSEMD's HMGP program.

Proposals to the PCEA should include the minimum information:

- Experience with HSEMD's HMGP program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities
- References from previous clients of related work within the past five years
- Cost of services

A full description of the work specifications is available at PCEA at 2615 Washington St. Pella IA 50219.

Proposals must be submitted no later than 2:00 p.m. on 05/05/2022. There will be a public bid opening at that time at owner's office, 2615 Washington St., Pella, IA.

Proposals should be submitted to;

Tim Ver Meer

Pella Cooperative Electric Association

PO Box 106

2615 Washington St.

Pella, IA. 50219-0106

Questions regarding this request for proposals should be directed to;

Tim Ver Meer

641-628-1040

tvermeer@pella-cea.org

RFP HMGP Grant Administration

Pella Cooperative Electric Association (PCEA) is requesting proposals for grant administration services to assist with a project seeking funding under the Hazard Mitigation Grant Program (HMGP) through the Iowa Department of Homeland Security and Emergency Management (HSEMD).

PCEA is seeking HMGP funds for Project S753 Pella Cooperative Electric – Line Hardening to rebuild of 6 sections of overhead powerline totaling approximately 11.5 miles utilizing heavier construction, stronger poles and shorter spans.

The selected contractor will work with PCEA to ensure compliance with HMGP program requirements.

Pre-Award cost must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-Award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

The following outlines work specifications and the request for proposals:

I. Scope of Work: The scopes of services that the consultant must be prepared and qualified to provide are as follows:

Pre-Award* (services associated with developing and requesting Federal disaster assistance)

- Grant Writing and Application Preparation
- Respond to Requests for Information (RFI) regarding FEMA projects
- Facilitate Benefit-Cost Analysis (BCA) with engineering firm or local staff
- Assemble Environmental and Historic Preservation Review (EHP)
- Participate in Public Outreach if applicable (e.g. advertising, public meetings)
- Act as Liaison between project engineer, the State, and FEMA
- Attend workshops and meetings related to the development and submission of the application

Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance)

- Record-keeping and financial management
- Environmental clearance procedures
- Real property acquisition procedures under Uniform Act
- Equal employment opportunity requirements
- Project Management (e.g. quarterly reports, reimbursement requests)
- Technical Monitoring (e.g. site visits, technical meetings)
- Monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget

- Project close-out assistance

*Please specify actual tasks to be performed under each of these categories. Pre-Award cost to be reimbursed by FEMA must have been incurred after the date of declaration (HMGP) All Programs – Pre-award management costs count towards the limit for subrecipient management costs. Pre-award costs must be identified as separate line items in the cost estimate of the application. Cost associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

II. Statement of Qualifications. Proposals to PCEA should include the minimum information:

- Description of experience with HSEMD’s HMGP program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities, including resumes of all employees who will be or may be assigned to this project
- References from previous clients of related work within the past five years

III. Proposed cost of services. Proposals to the PCEA should include the proposed cost to accomplish all scope of work for activities outlined above. Please note that PCEA will not use lowest/best bid as the sole basis for entering into this contract.

IV. Evaluation criteria. The PCEA will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Experience with the state’s HMGP program:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Proposed cost:	<u>20 points</u>
Total:	100 points

V. Deadline for submission. Proposals must be submitted no later than 2:00 p.m. on 05/05/2022. There will be a public bid opening at that time at owner’s office, 2615 Washington St., Pella, IA. Proposals should be submitted to

Tim Ver Meer
Pella Cooperative Electric Association
PO Box 106
2615 Washington St.
Pella IA. 50219-0106

Questions regarding this request for proposals should be directed to

Tim Ver Meer

641-628-1040

tvermeer@pella-cea.org

Terms and Conditions

Iowa Department of Homeland Security and Emergency Management Additional Terms and Conditions for Federal Compliance Iowa HSEMD Additional Terms and Conditions for Federal Compliance

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

The Iowa Department of Homeland Security and Emergency Management (HSEMD) receives federal funding. As a recipient of federal funds, HSEMD and its subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

Remedies and Termination for Cause and Convenience. These two clauses are included in the State of Iowa's standard terms and conditions already provided; therefore, meeting the requirements outlined in 2 CFR Part 200 Appendix II.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

~~**Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to~~

~~laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. This portion does not apply to this project.~~

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Procurement of Recovered Materials. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACKNOWLEDGEMENTS AND ASSURANCES

Access to Records. The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

Awarding Agency Seal, Logo, and Flags. The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.