

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64086**

REQUEST NO.	KC-B15-025
DATE	June 25, 2015
PAGE NO. 1	NO. OF PAGES 37

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

July 28, 2015 at 1:00 PM CT

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Locations as referenced in bid

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Judy M. Franke, CPPB Sr. Procurement Agent	BUYER TELEPHONE:	816-347-4111
		BUYER EMAIL:	Judy.Franke@modot.mo.gov

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Maintenance and Repair Services for Kansas City Scout to MHTC, the Missouri Department of Transportation (MoDOT) and Kansas Department of Transportation (KDOT)** for a contract period from date of award through August 31, 2017.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide maintenance and repair services for Kansas City Scout. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**KANSAS CITY SCOUT HARDWARE MAINTENANCE SERVICES
RFB KC-B15-025
TABLE OF CONTENTS**

INTRODUCTION	4
BID	4
ACCEPTANCE	4
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Bid	5
(B) Background	5
(C) Fiscal Year	5
(D) Contract Period	6
(E) Renewals/Extensions	6
(F) Clarification of Requirements	6
(G) RFB Schedule of Events	6
SECTION (2): SCOPE OF WORK	
(A) Services	7
(B) Specific Requirements	8
(C) Staffing, Education, and Work History Requirements	20
(D) Administration of Program	21
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC’s and KDOT’s Representative	22
(B) Release to Public	22
(C) Assignment	22
(D) Status as Independent Contractor	22
(E) Components of Agreement	22
(F) Amendments	23
(G) DBE/WBE Participation Encouraged	23
(H) Nondiscrimination	23
(I) Executive Order	23
(J) Incorporation of Provision Regarding Executive Order	23
(K) Non-employment of Unauthorized Aliens	24
(L) Proof of Lawful Presence for Sole Proprietorships and Partnerships	24
(M) Bankruptcy	24
(N) Laws of Missouri and Kansas to Govern	24
(O) Cancellation	25
(P) Venue	25
(Q) Ownership of Reports	25
(R) Confidentiality	25
(S) Nonsolicitation	25
(T) Conflict of Interest	26
(U) Maintain Papers	26
(V) Indemnification	26
(W) Insurance	26
(X) Prevailing Wage	27
(Y) Construction Safety Program	27

SECTION (4): BID SUBMISSION INFORMATION

(A) **SUBMISSION OF BIDS** 28

 (1) **Pricing and Signature** 28

 (2) **Submission of All Data Required** 28

 (3) **Public Inspection** 28

 (4) **Clarification of Requirements** 28

 (5) **Bid Guaranty/Contract Bond** 28

 (6) **Failure to Execute Contract** 29

(B) **REQUIRED ELEMENTS OF BID** 29

(C) **PRICING** 30

Fee Schedule 30

(E) **ADDRESS FOR RFB RESPONSE** 30

SECTION (5): PRICE PAGE

(A) **FEE SCHEDULE** 31

(B) **EXPENSES** 31

APPENDIX A – List of Air Conditioner Locations Posted on web

APPENDIX B – List of CCTV Locations Posted on web

APPENDIX B1 – CCTV Maintenance Checklist Posted on web

APPENDIX C – List of DMS Locations Posted on web

APPENDIX C1 – DMS Maintenance Checklist Posted on web

APPENDIX D – List of UPS Locations Posted on web

APPENDIX D1 – UPS Maintenance Checklist Posted on web

APPENDIX E – Cabinet Maintenance Checklist Posted on web

ATTACHMENT A: SIGNATURE AND IDENTITY OF BIDDER 32

ATTACHMENT B: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT 33

ATTACHMENT C: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP 34

ATTACHMENT D: ANTI-COLLUSION STATEMENT 35

ATTACHMENT E: BID BOND 36

ATTACHMENT F: WAGE ORDERS (MISSOURI and KANSAS) (Posted on web) 37

LIST OF ACRONYMS

ATMS	Advanced Transportation Management System
KDOT	Kansas Department of Transportation
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFB	Request for Bid
TMC	Traffic Management Center

INTRODUCTION

This Request for Bid (**RFB**) seeks bids from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Five (5) copies of each bid must be mailed in a sealed envelope to Ms. Judy Franke, CPPB, Senior Procurement Agent, Missouri Department of Transportation, 600 NE Colbern Road, Lee's Summit, Missouri 64086, or hand-delivered in a sealed envelope to the General Services Procurement Office, 2050 NE Independence Avenue, Lee's Summit, Missouri 64064. Bids must be returned to the offices of General Services Procurement no later than 1:00 p.m., July 28, 2015.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFB within the submission deadlines.

BID

- (1) The Offeror shall provide a bid to MHTC on the **PRICE PAGE** in accordance with the terms of this RFB.

- (2) The Offeror agrees to provide the services at the prices quoted, under the terms of this RFB.

Authorized Signature of Offeror: _____

Date of Bid: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This bid is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Bid:** This document constitutes a RFB from qualified organizations to provide maintenance and repair services for Kansas City Scout to MHTC, the Missouri Department of Transportation (**MoDOT**) and Kansas Department of Transportation (**KDOT**).
- (B) **Background:** The Missouri Department of Transportation and Kansas Department of Transportation have developed a bi-state agreement for the design, development and operations of a Kansas City Metropolitan Area Advanced Transportation Management System (ATMS), known as Kansas City Scout. Over the coming years ITS field devices will continue to be deployed along the freeway systems in the Kansas City area, some with manufacturer warranty only and some with full system support. It is the purpose of this project to ensure that all system field devices that become the responsibility of Kansas City Scout to maintain will be covered by the resulting maintenance contract in the long term. The following is a count of the types of devices that must be maintained:

Device	Type	Count	Additional Per Year
Dynamic Message Signs	Permanent (LedStar)	29	
	Permanent (Daktronics)	41	
	Permanent(ADDSCO)	2	
	Portable (ADDSCO)	5	
Total		77	
Cameras	Analog (Pelco)	154	
	IP (AXIS)	102	
Total		256	
Vehicle Detection Stations	Loops	516	
	Radar (RTMS {X3, G4} & Wavetronix)	409	
Total		925	
Highway Advisory Radios	Transmitters	6	
	Beacons	28	
Cabinet Air Conditioners		33	
Cabinet Uninterruptable Power Supplies		18	
Cabinets	Ground Based	411	
	Pole Mounted	75	
Total		486	
Point to Point Ethernet Radios	Cisco 1410	40	
	Redline	36	
	Alvarion	18	
Total		94	

- (C) **Fiscal Year:** The state fiscal year runs from July 1-June 30.

- (D) **Contract Period:** The original contract period shall start on the date that the post-award contract agreement is signed by the Offeror and MHTC and shall be **effective through August 31, 2017.**
- (E) **Renewals/Extensions:** In the event that the MHTC executes its option to renew the contract for one (1) additional year pursuant to the applicable provisions in Part Three of this document, the Offeror should provide below the maximum percentage of increase or minimum percentages of decrease for the renewal period. The Offeror is cautioned that the percentages shall be computed against the **original** contract price for each cost item. If the following blanks are not complete, prices during renewal period shall be the same during the original contract period. Furthermore, the Offeror is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.
- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to the following e-mail address: judy.franke@modot.mo.gov **no later than 1:00 pm, Local Time, July 8, 2015.** Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.org/business/contractor_resources/Commodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on July 15, 2015 1:00 pm.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.
- (G) **RFB Schedule of Events:** The following RFB Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

MoDOT Issues RFB	June 25, 2015	
Deadline for Written Comments	July 8, 2015	1:00 pm
Deadline for MoDOT Issuing Responses to Written Comments	July 15, 2015	1:00 pm
Deadline for Submitting a Bid	July 28, 2015	1:00 pm
Evaluation Process	August 6, 2015	
Recommendation of Award	August 12, 2015	
Contract Effective Date	Date the post-award contract agreement is signed by the Offeror and MHTC	

**SECTION (2):
SCOPE OF WORK**

(A) Services: The Offeror shall provide the following professional services:

The work under this contract shall consist of performing general preventative maintenance activities, and critical maintenance of the Kansas City Metropolitan Area (Kansas City Scout) Advanced Traffic Management System (ATMS). This work shall include, but not limited to, equipment and equipment component replacement; troubleshooting camera and telecommunication equipment; emergency repairs of fiber optic and twisted pair cable; verification of communication system integrity; voltage checks; repair of equipment; underground conduit repair and replacement; repair and replacement of power and communications cable; re-erecting knocked down cabinets and poles; and all incidental items necessary to complete the items of work. Work in support of this contract will be performed in both the State of Missouri and the State of Kansas.

Work Orders - Maintenance tickets, location histories, and inventory information shall be maintained in an automated maintenance database at the TMC. Offeror staff shall be required to carry a laptop in the field with broadband Internet capabilities. Kansas City Scout shall provide VPN access to the KC Scout Maintenance Database for each of the Offeror's maintenance staff.

The Offeror shall check this database for any new work orders **twice daily**. Any new troubles found shall be reported to the Engineer. The Offeror shall also update any outstanding work orders assigned to them in the system. All maintenance activities for a location will be recorded on the work order. At a minimum the work order record shall include the date and time of Offeror's arrival, conditions observed, trouble found, corrective actions taken, serial numbers of any parts removed and/or replaced, and date/time repairs were completed. Each time the Offeror leaves the site shall be recorded on the work order tickets. If repairs cannot be made within the specified time in accordance with the assigned priority, the Offeror shall document why the repair cannot be completed and provide an estimated completion date in the maintenance database for the work order. The work order status shall then be monitored daily until the repair is completed.

Traffic Control – The Offeror's maintenance staff shall be required to follow the MUTCD when setting up lane and shoulder closures to perform maintenance activities. The costs for setting up and taking down these work zones shall be incidental to the maintenance activities for Preventative Maintenance Tasks. For Contractor Repair Tasks, these costs shall be reimbursed at Offeror's actual costs if a specialized traffic control subcontractor is required to close either a ramp or a lane of traffic. If the Offeror is only performing maintenance work on or near the shoulder, then the Offeror should provide "SHOULDER WORK AHEAD" signs that will not be reimbursed but are to be considered incidental to the maintenance contract. The Offeror's maintenance staff shall notify KC Scout at least 36 hours prior to any planned lane or shoulder closures.

(B) Specific Requirements: The Offeror will provide to Kansas City Scout,

1.0 TASK 1 – KANSAS CITY SCOUT PERIODIC PREVENTATIVE MAINTENANCE

The Offeror shall provide periodic preventative maintenance on Kansas City Scout Field devices, communication equipment and any additional Kansas City Scout hardware as defined by the Project Engineer. Most preventative maintenance consists of at a minimum, cleaning system components, filters, cabinets and exterior surfaces. TASK 1, TABLE 1 located on PRICING PAGE 1 of 3 shows a list of the preventative maintenance items for Kansas City Scout. The Offeror shall follow the detailed Scout preventative maintenance procedures and complete a checklist for the preventative maintenance tasks performed on each of the following components listed. The Construction Methods identified in each subsection C, shall be considered a minimum set of requirements. (see TASK 1, TABLE 1 on PRICING PAGE 1 of 3). This procedure shall include the materials to be used to clean each item. When a work order is issued for a periodic preventative maintenance item, the Offeror shall complete all work for that item within 30 business days. All items in this section have a non-critical response time. Preventative Maintenance will be performed during normal business hours.

New Locations - During the course of this contract there will be various construction projects underway to install additional CCTV, DMS and count station locations along the freeway system. Upon completion of construction, these locations will become the responsibility of the maintenance Offeror. If any problems are discovered during routine maintenance, the Offeror will notify Kansas City Scout immediately with a written list of deficiencies.

1.1 Service Field Cabinet Air Conditioner Units

- A. Description. Work under this item shall include removing the A/C cover, opening the unit to provide access to the insides and cleaning all internal components and filters. Currently, A/C units are installed on Bandwidth Manager and Aggregator locations in the field. Future Aggregator locations will be hardened and will not require A/C units. The Offeror shall provide a certified HVAC Professional to perform the duties of this task at locations identified in Appendix A.
- B. Materials. The Offeror shall provide all equipment and materials necessary to perform the required functions as documented under Construction Methods to this article. **Kansas City Scout will provide replacement filters as needed**. The Offeror shall deliver dirty filters to Kansas City Scout staff so they can be cleaned and then turned back over to the Offeror for storage as a spare part.
- C. Construction Methods. For each controller cabinet with an A/C unit, the following items of work shall be performed:
 - **General Cleaning**. The Offeror shall thoroughly clean the internal components, filters and external surface of each A/C unit. The enclosures will be cleared of any dirt or debris, any paint or graffiti markings on the exterior will be cleaned off and/or removed. Upon completion, the A/C unit shall be free of all debris, rodents, pests, and animal waste, and shall be neat and clean in appearance.
 - **General Inspection**. The Offeror shall inspect each A/C unit for general condition, including condition of cables and wires, panels, filters or components contained within each cabinet.

- **Operational Integrity Checks.** The Offeror shall check and ensure operation of the A/C unit including a diagnostics check of the entire A/C unit. This shall include the checking for proper refrigerant levels and filling if necessary. Any equipment not functioning properly shall be reported to the Engineer.
 - **Traffic Control.** The Offeror shall provide traffic control in accordance with the MUTCD, for any lane closures required to perform this maintenance activity. Shoulder work ahead signs shall be used if any portion of the shoulder is occupied by maintenance vehicles.
 - **Documentation.** All information gathered under this item, including general inspection and operational integrity verifications shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. This report shall document all items checked, verified and any repairs made. Reports for controller cabinets inspected under this item shall be organized in a three-ring binder, sorted by air conditioner model in ascending order and delivered at the completion of each execution of this task. Kansas City Scout will not provide a standard A/C unit checklist, so the Offeror and their A/C specialist will have to develop their own summary report.
- D. Payment. This task shall be paid, per air conditioner, which has been completely serviced. The Offeror must service all air conditioners a minimum of once annually. Unit price shall include any Traffic Control cost if required.

1.2 Service CCTV Cameras

- A. Description. Work under this item shall include component inspection, lubricating connection points, and other general maintenance of camera assemblies, cables and connectors.
- B. Materials. The Offeror shall provide all equipment and materials necessary to perform the required functions outlined in Construction Methods in this article. **Note that KC Scout will provide two lowering device tools to the Offeror.**
- C. Construction Methods. For each camera assembly identified under Appendix B, the following items of work shall be performed:
- **General Inspection.** The Offeror shall inspect each camera assembly for general condition, including cables and wires, connectors, cameras, pan-tilt units, power supplies, camera lowering device cables, CCTV pole access panels and any other equipment contained within each enclosure. All bolts and screws in the cameras and the controller will be checked and tightened. Any access panel screws that are broken, stripped or missing shall be replaced or repaired by the Offeror. Note that two locations require boom trucks to reach the CCTV or lowering device and there are four locations where WTI Sidewinder cameras are mounted on top of poles with no lowering devices. The Sidewinder cameras will not require maintenance from the Offeror, but the other two special dome cameras will. One camera is located at the south end of the Broadway Bridge near Downtown Kansas City and that location requires a bucket truck in order to safely operate the lowering device on top of a retaining wall. The second special camera location is

along I-670 and that camera is mounted on top of a sign truss on a short pole that does not have a lowering device.

- **General Cleaning.** The Offeror shall thoroughly clean the inside and outside of each Pelco camera dome assembly and just the outside dome of AXIS cameras. The clear acrylic dome of the camera shall only be cleaned with either Brillianize cleaner manufactured by KleenMaster or Novus Plastic Clean and Shine Number 1 Polish. If the acrylic has some minor scratches Novus Fine Scratch Remover Number 2 may be used. Upon completion, the camera assembly shall be neat and clean in appearance.
 - **Lubrication.** The Offeror shall lubricate all hinges and/or bearings within camera lowering device as specified in the manufacturer maintenance manual.
 - **Operational Integrity Checks.** The Offeror shall contact the Kansas City Scout operators once the cameras are re-installed in order to verify proper operation, including pan/tilt/zoom functions. Any equipment not functioning properly shall be reported to the Engineer.
 - **Traffic Control.** The Offeror shall provide traffic control in accordance with the MUTCD, for any lane closures required to perform this maintenance activity. Shoulder closed signs shall be used if any portion of the shoulder is occupied by maintenance vehicles.
 - **Documentation.** All information gathered under this item shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. This report shall document all items checked and verified and repairs made. Reports for all camera assemblies inspected under this item shall be organized in a three-ring binder, sorted by camera ID in ascending order and delivered at the completion of each execution of this task. Kansas City Scout has provided an approved CCTV camera maintenance checklist that the Offeror must complete in order to document the servicing of each CCTV camera. The approved CCTV Maintenance Checklist is included as Appendix B1 to this RFB.
- D. Payment. This task shall be paid, per CCTV Camera, which has been completely serviced. The Offeror must service all cameras a minimum of once annually. Unit price shall include any Traffic Control cost if required.

1.3 Service Dynamic Message Signs

- A. Description. Work under this item shall include cleaning, communication equipment configuration verification, internal layout configuration (wiring diagrams, etc.), and general inspection of DMSs as identified in Appendix C.
- B. Materials. The Offeror shall provide all equipment and materials necessary to perform the required function. To access the Kansas City Scout DMSs, the Offeror shall provide a bucket truck to be used by personnel performing the preventative maintenance activities. **New DMS filters shall be provided by Kansas City Scout.** Kansas City Scout shall provide to the Offeror the latest version of software used for controller configuration verification.
- C. Construction Methods. For each DMS, the following items of work shall be performed:

- **General Cleaning.** The Offeror shall thoroughly clean the DMS. The enclosures will be cleared of any dirt or debris, any paint or graffiti markings on the exterior will be cleaned off and/or removed, wiping down all accessible equipment areas, racks, and shelves. Upon completion, the enclosure shall be free of all debris, rodents, pests, and animal waste, and shall be neat and clean in appearance. The outside of the plexiglass display cover shall be cleaned in accordance with manufacturer's specifications.
- **Filter Replacement.** The Offeror shall inspect and replace DMS filters by removing the old filters, vacuuming out dust and particles from louvers and screens covering filter holders and then installing **new filters provided by Kansas City Scout.**
- **General Inspection.** The Offeror shall inspect each location for general condition, including condition of cables and wires, power supplies, and communications panels or equipment contained within each DMS enclosure. The Offeror shall also inspect operation of doors and lights.
- **Operational Integrity Checks.** The Offeror shall check and record voltages on all power supplies, verify that all equipment appears to be operating properly. Any equipment not functioning properly shall be reported to the Engineer. All enclosures shall be checked at this time and air handling devices shall be tested.
- **Traffic Control.** The Offeror shall provide traffic control in accordance with the MUTCD, for any lane closures required to perform this maintenance activity. Shoulder closed signs shall be used if any portion of the shoulder is occupied by maintenance vehicles.
- **Documentation.** The Offeror shall use the location documentation including inventory and wiring diagrams inside the DMS enclosures to verify that all equipment is documented and the correct models and serial numbers are recorded. All information gathered under this item, including general inspection, operational integrity verifications, and controller configurations shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. This report shall document all items checked and verified and repairs made. Reports for all DMSs inspected under this item shall be organized in a three-ring binder, sorted by primary controller ID in ascending order and delivered after the completion of each execution of this task. Kansas City Scout has provided an approved DMS board maintenance checklist that the Offeror must complete in order to document the servicing of each DMS board. The approved DMS Maintenance Checklist is included as Appendix C1 to this RFB.

- D. Payment. This task shall be paid, per DMS, which has been completely serviced. The Offeror must service all DMSs a minimum of once annually. Unit price shall include any Traffic Control cost if required. This pay item includes the replacement of the DMS filter as part of this service task and does not include any other preventative maintenance pay items.

1.4 Service Field installed UPS Units

- A. Description. Work under this item shall include cleaning, testing and replacing

UPS (uninterruptible power supply) batteries in the various UPSs installed in bandwidth manager locations identified in Appendix D.

- B. Materials. The Offeror shall provide all equipment and materials necessary to perform the required functions outlined in Construction Methods to this article.
- C. Construction Methods. For each UPS, the following items of work shall be performed:
- **General Cleaning**. The Offeror shall thoroughly clean the UPS equipment. The enclosures will be cleared of any dirt or debris, wiping down all accessible equipment areas. Upon completion, the enclosure shall be neat and clean in appearance.
 - **General Inspection**. The Offeror shall inspect each location for general condition, including condition of cables, wires and batteries.
 - **Operational Integrity Checks**. The Offeror shall maintain a full set of UPS batteries charged and ready to install in the field UPS. Kansas City Scout will be responsible for providing the Offeror one set of extra hot-swappable UPS batteries. Upon arriving at the site, the Offeror shall replace the existing UPS batteries with the charged spares. The Offeror shall verify that all equipment is operating properly by using the vendor supplied diagnostics software after the charged batteries are installed. Any equipment **not** functioning properly shall be reported to the Engineer. The Offeror shall check and record voltages on the removed batteries. The Offeror shall then charge and test that the batteries hold a charge. Removed batteries that will not hold a charge, shall be disposed of by the Offeror.
 - **Traffic Control**. The Offeror shall provide traffic control in accordance with the MUTCD, for any lane closures required to perform this maintenance activity. Shoulder closed signs shall be used if any portion of the shoulder is occupied by maintenance vehicles.
 - **Documentation**. The Offeror shall mark the date installed on all batteries installed by the Offeror into the UPS. The Offeror shall document all repairs made and this information shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. This report shall document all items checked, verified and identify all repairs made. Reports for all equipment inspected under this item shall be organized in a three-ring binder, sorted by primary cabinet ID in ascending order and delivered after the completion of each execution of this task. The approved UPS Maintenance Checklist is included as Appendix D1 to this RFB.
- D. Payment. This task shall be paid per, UPS, which has been completely serviced. The Offeror must service all UPSs a minimum of once a year. Unit price shall include any Traffic Control cost if required. Costs for replacement batteries shall be reimbursed at Offeror's actual costs and will be documented through issuance of a separate work order.

1.5 Service Field Cabinets and Power Supplies

- A. **Description.** Work under this item shall include cleaning and general inspection of controller cabinets and cabinet power supplies. The Contractor shall trim grass and brush **(to a height of no higher than 3 inches)** back for a five (5) foot radius around the outside perimeter of each cabinet, power supply, and step-down transformer. The Contractor shall also remove and haul off any debris from around and on top of the cabinet base. The Contractor shall upon inspection of the field cabinet, lubricate the locking mechanism with an extreme temperature graphite dry lube in accordance with manufacturer specifications. If any lock covers are missing or if the lock does not work, the Contractor shall replace the lock mechanism.
- B. **Materials.** The Contractor shall provide all equipment and materials necessary to perform the required functions as documented under Construction Methods to this article. **New Field Cabinet Lock Mechanisms shall be provided by Kansas City Scout.** Kansas City Scout will designate which month all of the cabinets are to be serviced.
- C. **Construction Methods.** For each controller cabinet and power supply, the following items of work shall be performed:
- **General Cleaning.** The Contractor shall thoroughly clean each cabinet, all enclosures will be cleared of any dirt or debris, any paint or graffiti markings on the exterior of the control cabinet will be cleaned off and/or removed, conduits will be plugged **with duct seal** to prevent rodents from entering, wiping down all accessible equipment areas, racks, and shelves contained within the cabinet. Upon completion, the cabinet shall be free of all debris, rodents, pests, and animal waste, and shall be neat and clean in appearance.
 - **Cabinet Filter Cleaning.** The Contractor shall remove cabinet filters, vacuum out dust and particles from the screens and filter holders and re-install a new cabinet filter. This includes cleaning of louvers and screens covering filter holders.
 - **Pest Control and Damage Repair.** The Contractor shall remove any old ant bait containers and install a new bait container in each field cabinet after completing the general cleaning task.
 - **General Inspection.** The Contractor shall inspect each cabinet for general condition, including condition of cables and wires, heaters, processors, power supplies, cabinet lights, fans, doors, locks, shelves, and communications panels or equipment contained within each cabinet. The Contractor shall tighten grounding and power lugs, check cabinet and power supply breakers and inspect any step-up/step-down transformers if installed. The Contractor shall also inspect the integrity of the cabinet identification plaque. Any broken or damaged field cabinet components shall be documented in the *Preventative Maintenance Report*. The Contractor shall plan for any cost for the replacement of any burned-out or broken light bulbs found during routine maintenance. Any task listed in the Kansas City Scout approved cabinet and power supply checklist is considered mandatory and must be completed by the Contractor whether or not it is explicitly listed in this section.

- **Operational Integrity Checks.** The Contractor shall check and record voltages on the processor assemblies, verify detector landings and amplifier placements within the cabinet, verify detector loop operation via detector channel displays, and verify landings of twisted-pair communication cable (where applicable). Any detectors not functioning shall be reported to the Engineer.
- **Documentation.** All information gathered under this item, including general inspection, operational integrity verifications, replaced filters and controller configurations shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. This report shall document all items checked and verified, repairs made, and shall include a hardcopy of the controller configuration file. Reports for all controller cabinets inspected under this item shall be organized in a three-ring binder, sorted by primary controller ID in ascending order and delivered after the completion of each execution of this task. The Contractor shall record the date the cabinet filter was replaced on the Filter Replacement Log sheet in the cabinet. Kansas City Scout has provided an approved cabinet and power supply maintenance checklist that the Offeror must complete in order to document the servicing of each field cabinet. The approved Cabinet Maintenance Checklist is included as Appendix E to this RFB.

D. Payment. This task shall be paid, per field cabinet, which has been completely serviced. The Offeror must service all field cabinets and power supplies a minimum of once every two years. Unit price shall include any Traffic Control cost if required. Work performed around the power supply and the step-up and step-down transformers is considered incidental to the neighboring cabinet, so only the field cabinets will be measured for payment.

1.6 Replace DMS Filters

- Description. Work under this item shall include removal and replacement of DMS filters.
- Materials. The Contractor shall provide all equipment and materials necessary to perform the required functions as documented under Construction Methods to this article. **New DMS filters shall be furnished by Kansas City Scout.**
- Construction Methods. For each DMS, the following items of work shall be performed:
 - **General Cleaning.** The Contractor shall remove DMS filters, vacuum out dust and particles from the screens and filter holders and re-install new DMS filters. This includes cleaning of louvers and screens covering filter holders.
 - **Documentation.** All information gathered under this item, including identification of filters replaced, shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. Reports for all controller cabinets inspected under this item shall be organized in a three-ring binder, sorted by primary controller ID in ascending order and delivered after the completion of each execution of this task.

- D. Payment. This task shall be paid, per DMS, which has had its filters replaced. The Offeror must replace DMS filters a minimum of once annually. This work item is only paid during the off year when the full DMS board maintenance is not scheduled. Unit price shall include any Traffic Control cost if required.

1.7 Service Highway Advisory Radio (HAR) Transmitters and Beacons

- A. Description. Work under this item shall include testing and servicing HAR Transmitters and Beacons. This HAR maintenance work must be performed by at least one person from the HAR manufacturer.
- B. Materials. The Contractor shall provide all equipment and materials necessary to perform the required functions as documented under Construction Methods to this article.
- C. Construction Methods. For each HAR Station, the following items of work shall be performed:
- **General Cleaning**. The Contractor shall vacuum out dust and particles from the HAR Transmitter cabinet, screens and filter holders and then re-install a new cabinet filter. This includes cleaning of louvers and screens covering filter holders. All HAR Beacons shall have their flashing light domes/covers removed and cleaned in accordance with the Manufactures recommendations. Any beacon **boxes/cabinets** shall also be cleaned.
 - **Testing**. The HAR transmitter shall be tested to verify radio power output at the transmitter, signal strength 100 meters from the transmitter as well as the antenna SWR reading. In addition, all HAR beacon lights shall be tested for communications/control from the TMC by having each beacon turned on and off from the TMC. If the HAR transmitter antenna is not providing the proper signal, then the antenna must be adjusted accordingly.
 - **Documentation**. All information gathered under this item, including identification of HAR Stations serviced, problems found and the power/signal/SWR test results, shall be submitted to the Engineer as part of a *Preventative Maintenance Report*. Reports for all controller cabinets inspected under this item shall be organized in a three-ring binder, sorted by primary controller ID in ascending order and delivered after the completion of each execution of this task.
- D. Payment. This task shall be paid, per HAR Station, which has been serviced. The Offeror must service all HAR Stations a minimum of once every two years. Unit price shall include any Traffic Control cost if required.

2.0 TASK 2 – CONTRACTOR REPAIR

A. Description. Contractor repair shall be required on a 24 hour, 7 day a week basis for emergency repairs. All other repairs shall be during normal business hours. All repair work shall be authorized through the issuance of a work order using the KC Scout Maintenance Tracking Database. Each of the Offeror's Repair Personnel shall have access in the field to a laptop with wireless broadband communications for connection to the KC Scout Maintenance Tracking Database. KC Scout shall provide a VPN connection to the Contractor Repair Personnel to support this connection. The Contractor Repair Personnel shall be responsible for keeping their assigned maintenance work orders updated in the KC Scout Maintenance Database as repairs are completed. The Offeror should anticipate the following types of work but not limited to:

- CCTV repairs, including camera, PTZ board, lowering device, dome, pole, foundation, cabling, isolation, encoder, decoder and transceivers.
- DMS repairs, including internal components, controllers, cabling, fiber optics, transceivers, DMS housing, mounting structures, foundations and conduit.
- Vehicle Detection System (VDS) repairs, including inductive loop repairs, lead-in cables, detection card tuning and replacement, radar unit mounting, alignment and calibration, pole replacement and foundations.
- Air Conditioner repair and replacement.
- Field cabinet repair and replacement including foundation, conduit, power supplies, cabling, step down transformers and electrical grounding.
- Ethernet communication radio links repair and replacement including cables, power injectors, mounting brackets and antenna alignments.
- Fiber Optic cable repairs, power measurement, installation and removal of attenuators, splice enclosures and fusion splices.
- The Offeror shall provide redline updates to the Kansas City Scout Fiber Splice Diagrams updating any fiber splice changes as the result of maintenance activities.
- Highway Advisory Radio repairs and replacements including transmitters, cabling, antenna, warning beacons, isolation, transceivers and power supplies.

- Emergency response for vehicle damage to KC Scout Field devices.
- B. Materials. All incidental materials, tools, specialized equipment and vehicles (i.e. bucket trucks) shall be provided by the Offeror. KC Scout will provide camera lowering devices and replacement field equipment necessary to perform repairs. Under certain circumstances, the Offeror may be requested to procure the replacement field equipment and/or Fiber Optic cable necessary to perform the repairs.
- C. Construction Methods. Once a work order is issued, the Offeror shall visit the field site to determine the nature, cause, and severity of the problem. The Offeror shall then proceed with any necessary repairs. If repairs cannot be completed immediately, the Offeror must notify the TMC of the status, the location and the expected time needed for repairs to be completed, prior to leaving the field site. Any installation of new or replacement field devices shall be in accordance with Missouri's or Kansas' Standard Specifications for Highway Construction depending on the State of the field site. Whether repairs are made immediately or to be made at a later date, the Offeror shall update the Work Order with the problem discovered, any repairs or adjustments made, and/or a status of "waiting parts", prior to leaving the field site. All fiber optic and communication cabling shall be run in a neat and orderly fashion in the splice enclosures, pull boxes, splice vaults and cabinets. Cabinet cables shall be secured, where necessary, to keep cables in-place and out of the way of doors, fans and heaters.
- D. Traffic Control. The Offeror shall provide traffic control in accordance with the MUTCD, for any lane closures required to perform this maintenance activity. Shoulder closed signs shall be used if any portion of the shoulder is occupied by maintenance vehicles. Shoulder Closed Ahead signs shall be considered incidental to any Contractor Repair time and material work order, but any more complicated traffic control provided by a specialized subcontractor will be reimbursed at that subcontractor's actual direct cost with no profit added for the Offeror. Managing this subcontractor specialized traffic control work shall be considered incidental to the Offeror's Project Management duties as listed in Task 4 later in this document.
- E. Payments. Except for fiber optic cable repair/splicing work, the Offeror will be reimbursed time and material costs for onsite repair hours in accordance with labor and vehicle rates in TASK 2, TABLE 2. Material cost of general parts and specialized field equipment, **if requested by Kansas City Scout due to unavailability of spare parts at the storage facility, shall be reimbursed at actual cost with no overhead or profit added.** As long as the Offeror's office/yard is within a 25 mile radius of Downtown Kansas City, Missouri, travel time and vehicle hourly costs will be reimbursed to/from the previous field repair location or from the Offeror's office. If the Offeror decides to mobilize from a location or storage yard beyond that 25 miles radius, then the Offeror will not be allowed to charge time and material minutes towards that Contractor Repair work order until they are within the designated 25 mile radius. Based on previous maintenance

needs, Kansas City Scout has provided labor and equipment categories along with an approximate number of hours each year that Kansas City Scout expects to issue Contractor Repair work orders. These labor and equipment rates will then be multiplied by the approximated hours in order to calculate the bid items as reflected in TASK 2, TABLE 2. All of the Offeror's fiber optic cable repair and splicing work shall be paid according to the following unit prices: Splicing Mobilization (paid by each location where splicing work takes place such as each cabinet and each in-ground splice vault), Fusion Splicing (paid for by each fiber strand that is fusion spliced inside an in-ground splice enclosure), Fiber Terminations (paid for by each fiber strand that is terminated inside a cabinet mounted fiber distribution unit), Fiber Testing and Documentation (paid for by each strand that is tested per direction --- the Kansas City Scout work order will dictate which fiber strands must be tested in one direction and which strands must be tested in both directions), and Fiber Optic Staff Certification (paid as a lump sum when the Offeror has managed to have two staff members successfully pass the fiber optic demonstration testing and splicing requirements listed below under Quality of Work).

- F. **Quality of Work.** The Offeror shall perform all remedial work to the repairs that they performed at no additional cost to Kansas City Scout to resolve any work performance deficiencies reported after the Offeror closes the work order. If fiber optic cable installation, splices, terminations, and testing is performed by persons that the Engineer has not received certification material, the Offeror shall remove, replace, and reinstall all fiber optic communications equipment and material, at no additional expense to Kansas City Scout. Fiber optic fusion splices not meeting a dB loss limit of less than 0.25 dB shall be broken and re-spliced by the Offeror at no additional expense to Kansas City Scout.

Fiber Optic Installer/Specialist Evaluation

Within 45 days of award of the contract, the Offeror's two Fiber Optic Installer/Specialist candidates shall be evaluated by Kansas City Scout Maintenance Staff by performing the following tasks:

1. Perform fusion splices that connect two 48 count fiber optic cables in a Corning SCF-6C28-01-144 enclosure in accordance with the following requirements: the 48 count branch fiber shall have a 24 count midspan splice (fibers 1-24 of the test backbone spliced to fibers 1-24 of the branch fiber and fibers 1-24 of the other test backbone direction spliced to fibers 25-48 of the branch fiber). Fibers 25-48 of the test backbone shall be left continuous in the Corning SCF-6C28-01-144 splice enclosure.
2. Install and terminate all three 48 count fiber optic cables to rack mounted Corning CCS-03U FDU's (fiber distribution units). The FDU's shall be terminated using fusion splices to SC connectors and the terminated branch fibers shall be jumpered together in order to create an end to end fiber path for testing.

3. The Offeror shall use an OTDR and power meter to perform and document traces for all 48 fibers in both directions. Provide a printed copy of the results of the traces to Kansas City Scout for evaluation. Kansas City Scout staff will provide all equipment needed for this test, except for the OTDR and power meter.

This shall be a pass/fail evaluation for the two Fiber Optic Installer/Specialist Personnel and must be completed within the 45 day period. A review of the results of the evaluation will be conducted with the candidate personnel within one week of the evaluation. A second try may be authorized by the Kansas City Scout Engineer within 24 hours of the evaluation review based on performance during the first attempt by the candidate person. Passing this evaluation is mandatory for the Fiber Optic Installer/Specialist to be allowed to perform fiber optic splicing work on Kansas City Scout fiber.

G. Response Times. The following five levels of service are utilized and provided on the Work Order to describe the Offeror's required response:

- **Emergency** – Responds within 4 hours. (Overtime, weekend and holiday work authorized –AWO #22 establishes what days are considered holidays.)
- **Priority** – Responds next business day. (No overtime, weekend or holiday work authorized.)
- **Urgent** – Repairs completed within 5 business days. (No overtime, weekend or holiday time authorized.)
- **Routine** – Repairs completed within 10 business days. (No overtime, weekend or holiday time authorized.)
- **General** – Repairs completed within 30 business days. (No overtime, weekend or holiday time authorized.)

H. Work Order Documentation. The Offeror's maintenance staff shall document work status in the maintenance database for each assigned work order. Documentation shall be made to the work order database in accordance with the following schedule which is based on the work order priority:

- Emergency – Every four hours until repaired.
- Priority – Every business day until repaired.
- Urgent – Every three business days until repaired.
- Routine – Once per week until repaired.
- General – Once every other week until repaired.

3.0 TASK 3 – STORAGE FACILITY FOR SPARE PARTS

The Offeror shall provide climate controlled warehouse space for KC Scout to store spare field and computer parts. The physical warehouse must be 2500 square feet including heavy duty shelving is secure and accessible 24/7 by Kansas City Scout staff. In addition, an exterior secure location of approximately 3500 square feet shall be available for the temporary storage of DMSs, CCTV poles, portable message signs and spare cabinets. **In addition, the Offeror shall procure and store two 40' shipping containers (40' by 8' by 8.5' minimum dimensions) with double doors on both ends for storage of spare DMS parts in the exterior storage area. At the end of this Contract, Kansas City Scout will assume ownership of these two 40' shipping containers. These shipping containers shall be delivered to a location specified by Kansas City Scout at the end of this Contract.**

This task will be billed as a lump sum, invoiced annually during the first month of each contract year. The annual cost shall be recorded in TASK 3, TABLE 3.

4.0 TASK 4 PROJECT MANAGEMENT AND DOCUMENTATION SUPPORT

The Project Manager and Lead Technician, at the request of the Engineer, shall attend one (1) 1-hour contract meeting every month; develop recommendations; review plans and specifications; and provide technical feedback to the Engineer. Work under this item shall consist of tracking and reporting an inventory of State provided spare parts, quantities, model numbers and serial numbers of all equipment, and providing monthly reports of all equipment by storage location. The Offeror shall provide a weekly status summary of Work Orders, tracking the status of each work order assigned, in-work, repaired, closed, billed and paid.

This task will be billed as a lump sum, invoiced monthly. All clerical, technical, and billing documentation costs shall be included in the lump sum costs for this task. The cost shall be recorded in TASK 4, TABLE 3.

(C) Staffing Qualifications, Education, and Work History Requirements - The Offeror shall maintain a sufficient staff of trained maintenance, repair, and reconditioning personnel, either of his own employ, contracted with equipment suppliers, or some combination, plus a well-equipped and adequate shop area. The personnel and shop area shall be available at any time during normal weekday working hours for inspection by the Engineer. It is anticipated that all personnel staffed to perform work on this contract will fall under the following prevailing wage occupational titles:

- Electrician – Outside Lineman
- Lineman Operator
- Groundman

The Electrician – Outside Lineman shall have the necessary skills with the proper training and experience to perform the majority of the required task to maintain the Kansas City Scout equipment in an operational state. This person(s) shall be able to handle the day to day maintenance task on the CCTV cameras, DMS, cabling, PTZ boards, lowering devices, transceivers, power injectors, conduit, power supplies, encoders, field cabinet repairs, etc. with assistance from the Lineman Operator and Groundman staff. From time to time more detailed diagnostic analysis and testing will require a higher level trained and experienced person that has

skills beyond the skills of the Electrician – Outside Lineman to handle communication problems or multiple hardware issue compounding the problem making the diagnosis of the actual problem more difficult. For this level of support, KC Scout is using Forman as the Occupational Title. The Forman shall be able to configure radio links, program IP cameras, encoders, DMS controllers, Radar units and HAR radios/beacons.

The Offeror shall submit resumes of supervisory personnel and technical specialists to be assigned to the maintenance functions and their levels of experience shall be noted in the Experience Qualifications, TABLE 4, submitted as part of the Offeror's bid. The personnel must be locally available to respond to an emergency work order with-in 4 hours of work order creation. Any personnel substitutions by the Offeror must be with equally qualified personnel and approved by the Engineer in advance. All Experience Qualification areas listed below except fiber optic services must be met by at least one qualified individual for the Offeror's bid to be accepted as compliant. The Offeror must have a minimum of two qualified certified fiber optic installers. Only the personnel listed in the Experience Qualifications Table may be used to support this effort. Additional staff may be approved by the Engineer. The names of the company each person works for shall be included. The persons listed shall be capable of troubleshooting and repair of all ATMS equipment specified herein. The Offeror may be required to resubmit any material that does not receive approval from the Engineer. Personnel working in the following respective areas must meet the following work history requirements:

- Installed or made a modification in a minimum of five (5) Corning Splice Closure Fiber (SCF) containing at least 48 fusion splices, within the last five (5) years, in the installation of fiber optic and video systems.
- Installed or maintained a minimum of ten (10) Ethernet radio links, within the last five (5) years including any one of the following types of radios, Cisco 1410, Redline RDL-3000, and/or Alvarion BreezeACCESS.
- Installed or maintained a minimum of ten (10), Dynamic Message Signs within the last five (5) including Daktronics and/or LedStar type signs.
- Installed or maintained a minimum of ten (10) CCTVs, within the last five (5) years, including Pelco and/or Axis type cameras.
- Installed or maintained a minimum of ten (10) camera lowering systems, within the last five (5) years, including CLS and/or MG² types of lowering systems.
- Installed, integrated, operated and/or maintained a minimum of ten (10) ATMS-type devices including model 170 controllers, Wavetronix radar units or G4 RTMS radar units, within the last five (5) years.

Personnel performing fiber optic cable installation, splices, terminations, and testing shall have a minimum of five (5) years' work experience with the installation, splicing, termination, and testing of active fiber optic cable and shall be a Certified Fiber Optic Specialist by the Fiber Optic Association, Inc., Boston, MA or certified as a Fiber Optic Installer by the Electronics Technicians Association, International. The experience shall have occurred within the last five (5) years.

(D) Administration of Program: The Offeror will consult MHTC's and KDOT's representative regarding any problems involved with the administration of the services provided pursuant to this RFB.

SECTION (3): AGREEMENT REQUIREMENTS

This RFB shall be governed by the following contract provisions. The award of this RFB is subject to a post-award contract. These same contract provisions will appear in the post-award contract. If the parties are unable to agree to terms in the post-award contract, MHTC and KDOT shall reserve the right to cancel the award of the RFB and contract and select a different Offeror.

- (A) **MHTC's and KDOT's Representative:** MoDOT's Chief Engineer is designated as MHTC's and KDOT's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's and KDOT's representative may designate by written notice other persons having the authority to act on behalf of MHTC and KDOT in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Kansas City Scout Division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Kansas City Scout Division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's and KDOT's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's and KDOT's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC, KDOT or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations. MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request when applicable (the majority of the materials will be purchased by MoDOT and stored within the storage facility described within the bid documents).
- (E) **Components of Agreement:** The Agreement between MHTC, KDOT and the Offeror shall consist of: the RFB and any written amendments thereto, the Standard Solicitation Provisions of this RFB, the bid submitted by the Offeror in the response to the RFB and the post-award contract agreement signed between the parties. However, MHTC and KDOT reserve the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Offeror's bid. The Offeror is cautioned that its bid shall be subject to acceptance by MHTC and KDOT without further clarification.

(F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror, KDOT and MHTC.

(G) **DBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC and KDOT reserve the right to consider the use of minority and female employee when making the award of the Agreement.
2. Offers are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC and KDOT for the complete, accurate and professional quality/performance of these services.

(H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as ATTACHMENT__B_.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as ATTACHMENT__C_.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC and KDOT reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Laws of Missouri and Kansas to Govern:** The Offeror shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement. For any action brought against the State of Kansas, KDOT, and any employee(s),

counsel, or agent of KDOT in either the State of Kansas or any other jurisdiction, the laws of Kansas will govern and the Agreement shall be construed according to the laws of the State of Kansas. For any action brought against the state of Missouri, the Commission, its commissioners, Missouri Department of Transportation, and any employee(s), counsel, or agent of the Missouri Department of Transportation in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

- (O) **Cancellation:** MHTC or KDOT may cancel this Agreement at any time for a material/service breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC or KDOT exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, non-performance or otherwise of the Agreement shall be instituted either in the Circuit Court of Cole County, Missouri or the Shawnee County District Court, Shawnee County, Kansas. The location of the venue between the State of Missouri and the State of Kansas shall be determined by the state location where the event occurred.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's and KDOT's representative and information supplied by MHTC's and KDOT's representative shall remain the property of MHTC and KDOT.
- (R) **Confidentiality:** The Offeror agrees that the Offeror's Services under this Agreement is a confidential matter between the Offeror and Kansas City Scout. The Offeror shall not disclose any aspect of the Offeror's Services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, Subcontractors, and agents as may be necessary to allow them to perform services for the Offeror in the furtherance of this Agreement, without the prior approval of the Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Offeror's services or to any information which (1) is already in the public domain or is already in the Offeror's possession at the time the Offeror performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. Any disclosure pursuant to a request to KDOT under Kansas Statutes Annotated 42-215 et seq. shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Engineer, in advance.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee,

gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC or KDOT shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC, KDOT and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's or KDOT's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's or KDOT's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission and KDOT, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- (W) **Insurance:** Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverage's:
- | | |
|---|--|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

(X) Prevailing Wage:

1. If the bid is accepted, the vendor is subject to the **General Wage Order No. 58** rates pursuant to RSMo. 290.260, and is deemed heavy construction pursuant to 8 CSR 30-3.040(3). In the event the GWO does not have an applicable craft or rate, then the vendor would have to defer to the **Annual Wage Order No. 22** rates for heavy construction as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, **for EACH affected craft and type of workmen** in the following counties: **MISSOURI: Cass, Clay, Jackson and Platte.** and

The vendor is subject to the **General Decision Number KS150009** rates pursuant DAVIS BACON WAGE DETERMINATIONS,

<http://www.ksdot.org/burConsMain/ppreq/wagedet.asp>

and is deemed heavy and highway construction as fixed by the Kansas Department of Labor, in effect as of the date of the issuance of the solicitation, **for EACH affected craft and type of workmen** in the following counties in **KANSAS: Johnson and Wyandotte.**

Links are provided on MoDOT's GS Bidding Website for each of the applicable wage order rates listed above.

MISSOURI General Wage Order No. 58

MISSOURI Annual Wage Order(s) # 22 (Cass, Clay, Jackson and Platte)

KANSAS General Decision Number KS150009 (Johnson and Wyandotte)

2. Further clarification concerning wage rate crafts and type of workmen can be directed to Mitch Volkart, Program Director, DLS Wage and Hour, Department of Labor @ 573-751-3403.
3. The labor categories and equipment descriptions on the pricing pages are only provided as a general guidance. Although the total hours for labor and equipment for each year should be maintained, Contractors are **urged** to adjust the categories in order to demonstrate how they propose to best serve and maintain the Scout ITS equipment.
4. Furthermore, the craft "Certified Fiber Optic Installer" is not listed as a specific labor category within each wage order, **it shall explicitly be understood that the proposed person assigned to perform all fiber splicing shall have at a minimum five years fiber splicing experience or be certified as a Fiber Optic Installer by ETA International or another recognized certification organization.**
5. The Offeror shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

(Y) Construction Safety Program:

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

**SECTION (4):
BID SUBMISSION INFORMATION**

(A) SUBMISSION OF BIDS

- 1. Pricing and Signature:** Bids should be priced, signed and returned (with necessary attachments) to Judy Franke, Senior Procurement Agent, as provided in this RFB. Specifically, any form containing a signature line in this RFB and any amendments, pricing pages, etc., must be manually signed and returned as part of the bid.
- 2. Submission of All Data Required:** The Offeror must respond to this RFB by submitting all data required in paragraph (B) below for its bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised that all bids and the information contained in or related thereto shall be open to public inspection and that MHTC and KDOT does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its bid based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to the following e-mail address: judy.franke@modot.mo.gov
- 5. Bid Guaranty/Contract Bond:**
 - a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
 - b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the MoDOT as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved, attached as ATTACHMENT E.
 - c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained

until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

6. **Failure to Execute Contract:** Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

(B) REQUIRED ELEMENTS OF BID

Offerors desiring to bid on the Kansas City Scout Hardware Maintenance Contract will **PROVIDE FIVE (5) COPIES** of the response to this RFB. All Offeror's bids shall be limited to 10 single sided pages in length (letter size 8-½ by 11 inches paper). All font sizes used in the RFB response shall be 8-point or larger. The RFB response shall contain the following information:

1. **Brief History of the Offeror** - Company name, address, brief description of the organization, point of contract and phone number for the responding firm.
2. **Warehousing Plan** - The Offeror shall provide a description of the warehouse facility they plan to use and how KC Scout staff will have 24/7 access. Additionally, the Offeror shall provide a proposed method for the control and reporting of the KC Scout Spare parts. A sample inventory report shall be provided.
3. **Cost, Fees and Expenses** - The Offeror shall complete the attached three (3) tables (TASK 1, 2, 3 and 4) and provide five (5) copies in a separate sealed envelope clearly marked "RFB KC-B15-025 Kansas City Scout Hardware Maintenance Services".

(The Pricing Page(s) for Task 1-4 have been posted on MoDOT's GS Bidding Web Site along with this bid document to assist vendors in filling out the pricing tables electronically)

4. **Affirmative Action Program** - The Offeror shall attach a copy of their Affirmative Action Plan.

5. **Experience Qualifications TABLE 4** - Provide a list of personnel that would be available to support this contract. The Offeror must have personnel listed in TABLE 4 to meet all of the minimum qualifications types identified in Section 2, Scope of Work (C), Staffing Qualifications, Education and Work Experience Requirements.

(The Experience Qualifications TABLE 4 has been posted on MoDOT's GS Bidding Web Site along with this bid document to assist vendors in filling out the table electronically)

The Offeror shall submit resumes for the supervisors and technical staff listed to support this contract. The resume page count will **not** count toward the ten page bid limit.

(C) **Pricing:**

1. **Fee Schedule:** The Offeror must submit a bid fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this bid that must be completed, signed and returned with the Offeror's bid.

(The Pricing Page(s) for Task 1-4 have been posted on MoDOT's GS Bidding Web Site along with this bid document to assist the vendors in filling out the pricing tables electronically).

(E) **Address for RFB Response**

Mailing Address:

Ms. Judy Franke, CPPB
Missouri Department of Transportation – Kansas City District
600 NE Colbern Road
Lee's Summit, MO 64086
816-347-4111

Physical Address:

Ms. Judy Franke, CPPB
Missouri Department of Transportation – Kansas City District
2050 NE Independence Ave.
Lee's Summit, MO 64064
816-347-4111

To see the geographical area for the KC Scout system to be covered under this contract click on the following link:

<http://www.kcscout.net/Default.aspx>

**SECTION (5):
PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall use the three (3) pricing pages (tables):

- PRICING PAGE 1 of 3, TASK 1 (TABLE 1),
- PRICING PAGE 2 of 3, TASK 2 (TABLE 2) and
- PRICING PAGE 3 of 3, TASK 3 & 4 (TABLE 3)

to indicate all fees for providing services in accordance with the provisions and requirements stated herein for each series of bonds to be issued:

Any applicable cap on out-of-pocket expense also should be noted.

(B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

The “Pricing Page(s) for Task 1-4” and the “Experience Qualifications TABLE 4” have been posted on MoDOT’s GS Bidding Web Site along with this bid and Annual Wage Order documents to assist vendors in filling out the tables electronically.

ATTACHMENT B

Exhibit A

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory
Affiant name
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public _____
My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

ATTACHMENT E

Kansas City Scout Hardware Maintenance Services

KC-B15-025

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation
Commission**) and the **KANSAS DEPARTMENT OF TRANSPORTATION** in the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission and Kansas Department of Transportation**, to be credited to the State
Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission and Kansas Department of Transportation for furnishing **Kansas City Scout Hardware
Maintenance Services** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission and Kansas
Department of Transportation shall accept the bid of the Principal and if said Principal shall properly
execute and deliver to the Missouri Highways and Transportation Commission and Kansas Department of
Transportation the contract and contract bond in compliance with the requirements of the proposal, the
specifications and the provisions of law, to the satisfaction of the Highways and Transportation
Commission and Kansas Department of Transportation, then this obligation shall be void and of no effect,
otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation
Commission and Kansas Department of Transportation, fail to comply with any requirement as set forth
in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and
Transportation Commission and Kansas Department of Transportation shall immediately and forthwith be
entitled to recover the full penal sum above set out, together with court costs, attorney’s fees and any
other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct
surety business in the State of Missouri.

ATTACHMENT F

Kansas City Scout Hardware Maintenance Services

KC-B15-025

MISSOURI General Wage Order No. 58

MISSOURI Annual Wage Order(s) # 22 (Cass, Clay, Jackson and Platte)

KANSAS General Decision Number KS150009 (Johnson and Wyandotte)

The above Wage Orders have been posted on MoDOT's GS Bidding Web Site along with this bid document to assist vendors in printing only the necessary documents needed for MISSOURI: Cass, Clay, Jackson and Platte, and KANSAS: Johnson and Wyandotte counties and other requirements specified herein.