

INTRODUCTION

This Request for Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to Mid-America Regional Council (**MARC**). Two (2) bound hard copies of each proposal and one (1) electronic copy must be received by Mr. Ray Webb, rwebb@marc.org, Operation Green Light, 600 Broadway, Suite 200, Kansas City, Missouri 64105-1554. Proposals must be received no later than **4:00 p.m., Friday, June 21, 2013.**

MARC reserves the right to reject any and all bids. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) **The Offeror shall provide a fee proposal sealed in a separate envelop to MARC on the PRICE PAGE in accordance with the terms of this RFP.**
- (2) **The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.**

Authorized Signature of Offeror: _____ Title: _____

DATE OF PROPOSAL: _____

Printed or Typed Name: _____

Mailing Address: _____

CITY: _____ STATE: _____ ZIP: _____

Telephone: _____ Fax: _____

ELECTRONIC MAIL ADDRESS: _____

Addendum Number	Dated	Addendum Number	Dated

ACCEPTANCE

This proposal is accepted by MARC.

(Name and Title)

(Date and Time)

SECTION I – GENERAL DESCRIPTION AND BACKGROUND

A. PURPOSE AND INTRODUCTION

Mid–America Regional Council (MARC), the Metropolitan Planning Organization for the bi-state Kansas City metropolitan area, is seeking proposals from qualified firms to conduct on-call services and preventive maintenance for the Operation Green Light Field Communications Network.

B. BACKGROUND

MARC is leading Operation Green Light, an effort that develops and implements a regional traffic signal coordination system involving local governments and the State Departments of Transportation in Kansas and Missouri. As part of this work, Operation Green Light has the responsibility to develop and implement timing plans on all the individual intersections in the system. In order to accommodate this system, MARC, through the Operation Green Light project, has created a wireless and wired field communication network consisting of equipment installed at towers, building rooftops, and signalized intersections.

MARC has multiple types of equipment installed as a part of the Operation Green Light system. Preventive maintenance and repair activities may be related to incidents or regularly scheduled maintenance on any of the following types of equipment. The contractor must have knowledge and experience with the following types of equipment:

- A. Ceragon 11 & 18 GHz licensed Microwave Wireless Equipment (certification preferred)
- B. Unlicensed Point – to – Point (Exalt certification preferred)
- C. Unlicensed Wireless Equipment (Alvarion certification preferred)
- D. Uninterrupted Power Supply (UPS)
- E. Ethernet Switches with copper & fiber ports
- F. Ethernet Network Management
 - a. Managing hardware relating to wireless, wired, and fiber networks.
- G. Outdoor heating/cooling units for cabinets housed outside.
- H. Genetec Omnicast/Security Center expertise/certification or licensed reseller preferred
- I. *Current Field Communication Network Equipment* – A list of equipment that makes up the field communication network.
 - a. There are 20 or more tower or building rooftop locations also called PODs, each containing varying quantities of the following equipment:
 - Ceragon Networks FibeAir (Licensed Microwave equipment)

- Alvarion BreezeAccess VL (Unlicensed point to multi-point radio equipment)
 - Alvarion BreezeNet BNET(Unlicensed point to point radio equipment)
 - Exalt Communications radios/antennas
 - Foundry Networks Switches (Ethernet switches – fiber/copper)
 - APC UPS
 - Equipment cabinets
 - HVAC units
 - Associated cabling
- b. There are 684 or more local signalized intersection cabinets containing varying quantities of the following equipment.
- Alvarion BreezeAccess VL (Unlicensed point to multi-point radio equipment)
 - Alvarion 900 Mhz (Unlicensed point to multi-point radio equipment)
 - Garrettcom (Ethernet switches – Fiber/copper)
 - Transition Networks (Ethernet Switches – copper)
 - Comnet (Ethernet switches – Fiber/copper)
 - Control DeviceMaster RTS serial to IP converters
 - Polyphaser Lightning Protection devices
 - Associated cabling

J. List of Tower Locations

- Pod 1 – 600 NE Colbern Rd, Lees Summit MO (rooftop)
- Pod 1B – 1198 Woods Chapel Rd, Lees Summit MO (water tower)
- Pod 2 – 6801 Booth Ave, Kansas City MO (communications tower)
- Pod 3 – Tower Park (75th & Holmes), Kansas City MO (communications tower)
- Pod 3A – 1800 Brush Creek Blvd, Kansas City MO (rooftop)
- Pod 4 – 1728 S. Dodgion Ave., Independence MO (water tower)
- Pod 4A – 838 N. Main St., Independence MO (water tower)

OPERATION GREEN LIGHT FIELD COMMUNICATIONS SUPPORT

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- Pod 5 – 414 E. 12th St, Kansas City, MO (rooftop)
 - 5301 E. 27th St. Kansas City, MO (communications tower)
- Pod 5A – Bartle Hall west spire
- Pod 6 – 1011 NW Barry Rd, Kansas City, MO (communications tower)
- Pod 6A – 7113 NE 48th St, Kansas City, MO (communications tower)
- Pod 7 – 11231 Bennington Ave, Kansas City, MO (communications tower)
- Pod 7A – 1410 W. Johns Blvd, Raymore, MO (water tower)
- Pod 8 – 6100 College Blvd, Overland Park KS (rooftop)
- Pod 9 – 12350 W. 87th St. Pkwy, Lenexa KS (communications tower)
- Pod 10 – 701 North 7th St, Kansas City, KS (rooftop)
 - Metropolitan Substation (I-435 & Metropolitan)
 - Speaker Substation (I-635 & Speaker Rd)
 - Water Pollution Control Plant (South of K-32 & 88th St)
 - Gibbs Tower (I-635 & Gibbs Rd)

Equipment List Summary

<u>Manufacturer</u>	<u>Description</u>	<u>Amount in the field**</u>
Ceragon	Licensed Backhaul	14
GarrettCom	Managed Ethernet Switch	115
Comnet	Managed Ethernet Switch	55
Alvarion	Unlicensed Wireless Radios	691
APC	UPS	5
Transition Networks	Managed Ethernet Switch	130
Exalt	Unlicensed Backhaul	2
	<i>Total Equipment</i>	1012

**Note that all amounts listed are approximations, and are subject to change.

C. Project Management and Advisory Committee

The program is managed by MARC Staff, and the equipment is owned and operated by MARC. Any technical decisions may be a joint decision between the Operation Green Light Committees, and the MARC staff.

D. Contract Period

The original contract period shall start on the date that the post-award contract agreement is signed by the Offeror and MARC and shall be effective for two (2) years.

E. Renewals/Extensions

The contract shall not bind, nor purport to bind, MARC for any contractual commitment in excess of the original contract period. MARC shall have the right, at its sole option, to extend the contract for one (1) additional year, or a portion thereof. In the event MARC exercises its contract extension options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank or are not completed, prices during extension periods shall be the same as during the original contract period. MARC does not automatically exercise its options based upon the maximum renewal price or increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

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: rwebb@marc.org no later than **1:00 pm, Local Time, Friday, June 14, 2013**. Once all the questions are gathered, MARC will issue an addendum if required 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/lpa/contr_biddinginfo.htm and on the MARC website at <http://marc.org/rfp.htm> in the form of a written addendum. **It is anticipated this addendum if required will be issued on Tuesday, June 18, 2013.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

G. RFP Schedule of Events

The following RFP Schedule of Events represents MARC's best estimate of the schedule that shall be followed.

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

MARC Issues RFP	May 31, 2013	
Pre-proposal meeting Mid-America Regional Council 600 Broadway, Suite 200 Kansas City, MO 64105	June 11, 2013	9:00 AM
Deadline for Written Comments	June 14, 2013	1:00 PM
MARC Issued Responses to Written Comments	June 18, 2013	
Deadline for Submitting a Proposal	June 21, 2013	4:00 PM
Evaluation Process	End of June	
Recommendation of Award	July 23, 2013	
Contract Effective Date	August 1, 2013	

SECTION II – SCOPE OF WORK

This section provides the contractor with expectations of the maintenance expected. The contractor is expected to consider each section of this scope of services when responding to the RFP.

A. Incident Levels

This section provides expectations to the contractor of the different levels of responses requested, depending on the incident that occurred. MARC has defined three types of incidents: Critical, Major and Minor.

1. Critical Incidents can include but are not limited to:
 - a. Common Incidents:
 - 1) Loss of a microwave link.
 - 2) Loss of an unlicensed wireless access unit on a tower.
 - 3) Loss of any other piece of equipment that results in the loss of communication to all the signals associated with one or more Access Units on a tower.
 - b. Required action
 - 1) MARC Staff will notify the contractor of the incident, including incident level, and location. This notification process will be negotiated between MARC staff and the contractor.

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- 2) Weather permitting - Contractor will investigate and resolve the communication problem within 24 hours. If, after their investigation, the contractor determines that the problem cannot be resolved before the 24 hour deadline, they may be granted an extension. If so granted, they will then work continuously and diligently to repair the problem within the extended time period.
 - 3) Weather not permitting – Contractor will need to contact MARC Staff within 24 hours (regardless) with a proposed plan for repair within 24 hours of acceptable weather.
2. Major Incidents can include, but are not limited to:
- a. Common Incidents
 - 1) Any single problem resulting in the loss of communication, or significantly degraded communication, to 5 or more intersections.
 - 2) Loss of communication to any number of intersections deemed to be important location(s) by MARC staff.
 - 3) Loss of one channel on a link in the Microwave Backbone.
 - b. Actions:
 - 1) MARC Staff will troubleshoot issue, and notify contractor of the incident including symptoms, incident level, and location. This notification process will be negotiated between MARC staff and the contractor.
 - 2) Weather permitting - Contractor will investigate and resolve the communication problem within 2 business days. If, after their investigation, the contractor determines that the problem cannot be resolved before the 2 day deadline, they may be granted an extension. If so granted, they will then work continuously and diligently to repair the problem within the extended time period.
 - 3) Weather not permitting – Contractor will need to contact MARC Staff within 2 business days (regardless) with a proposed plan for repair within 2 business days of acceptable weather.
 - 4) Critical incidents have precedence.
3. Minor Incidents can include but are not limited to:
- a. Common Incidents
 - 1) Loss of communication to any piece of equipment in the field network.
 - 2) Degraded communication to any piece of equipment in the field network.
 - 3) Intermittent communication problems to any piece of equipment in the field network.

b. Actions:

- 1) MARC Staff will troubleshoot the issue, and notify contractor of symptoms, troubleshooting complete, incident level and location.
- 2) Weather permitting - Contractor will investigate and resolve the communication problem within 5 business days. If, after their investigation, the contractor determines that the problem cannot be resolved before the 5 day deadline, they may be granted an extension. If so granted, they will then work continuously and diligently to repair the problem within the extended time period.
- 3) Weather not permitting – Contractor will need to contact MARC Staff within 5 business days (regardless) with a proposed plan for repair within 5 business days of acceptable weather.
- 4) Critical and major incidents have precedence.

B. *Records and Log Books*

1. Contractor will contact the appropriate person responsible for each POD location to gain access to the equipment. This information will be provided to the contractor by MARC staff.
2. Contractor will need to provide work logs to certain cities. These operational conditions will be provided by MARC staff.
3. MARC staff will require the contractor to keep an accurate record of any incidents and preventive maintenance that was performed, via a tracking tool that is in place.
 - a. The tracking tool is web-based and able to track incidents whether they are minor, major, or critical. The contractor is expected to use this software.
4. Contractor will update their equipment inventory when pieces are taken from storage and used to replace field units and will notify OGL staff with the new equipment asset information.

C. *Preventive Maintenance (PM)*

Preventive maintenance will include general inspections at POD Centers/Tower Locations. Contractor will conduct and log a general inspection of equipment once a year.

1. General site inspection, including checking the site for pest infestation.
2. General Inspection of all tower equipment:
 - a. Any incidentals that are found to be damaged and related to the communications equipment will need to be replaced immediately, and the replacement logged.
 - b. Contractor shall replace any incidentals per the manufacturer's specifications.

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2. Equipment cabinets: Clean cabinet of dust and debris. If needed, verify the cabinet fan is cleared of debris and dust.
3. Cabling for the field communication equipment: Inspect all cables for damage, and verify that they are reasonably secured and out of the way.
4. Ethernet switches: Use canned air to clean out air intake and cooling vents. Check and clean all fiber connections.
5. UPS: Perform a sight inspection and manual self test.
6. HVAC Units: Check and/or replace air filters.
7. Unlicensed and Licensed Wireless Equipment:
 - a) Inspect all outdoor mounting brackets, bolts, and clamps for loose nuts and alignment.
 - b) Inspect all outdoor cables for weather proofing and/or cable deterioration.
 - c) Inspect antenna shroud for cracks, breaks, and leaks.
 - d) Inspect antenna connectors for leaks.
 - e) Check antenna for proper alignment.
 - f) Check and clean fiber connections.
 - g) For unlicensed equipment only: Check and document SNR (Signal to Noise Ratio) current level as compared to the previous year's SNR level or the installed SNR level.

D. *Traffic control for expected or unexpected incidents*

The contractor must have knowledge of temporary traffic control procedures per the latest version of the MUTCD found at <http://mutcd.fhwa.dot.gov/>. The contractor must use proper temporary traffic control measures when appropriate.

E. *Upgrading Equipment Firmware*

The contractor will check with equipment manufacturers periodically to check for firmware upgrades. If an upgrade is available, the contractor is expected to contact the Operation Green Light project staff to schedule a time to perform the upgrade. The contractor will not need to test the new firmware.

F. *Repair and replacement of defective field equipment*

When a piece of field communication network equipment fails, MARC Staff has the following expectations of the contractor:

1. Package damaged component for shipping to the manufacturer for repair/replacement.

2. Ship damaged components to respective manufacturer for repair or replacement.
3. Track and report on parts in the repair cycle.
4. Receive repaired or replacement parts and update the equipment inventory with any new information.
5. Only the expenses associated with the actual costs of shipping and packing will be reimbursed.

G. *Replacement field equipment inventory*

1. Contractor will store all spare equipment, including microwave radios, unlicensed wireless radios, ethernet switches, and serial-IP converters.
2. Contractor will let MARC Staff know when more equipment is needed.
3. MARC will purchase spare radio and Ethernet equipment and have it shipped to the Contractor.
4. When needed, Contractor will supply cables and other incidentals.
5. The contractor has the option to purchase incidentals as needed and be reimbursed by MARC.
 - a. Any purchases must be approved by the MARC Staff before purchasing, and a receipt must be provided for reimbursement.
6. Contractor will log any new equipment that arrives and convey that information to MARC Staff.

H. *Other Tasks Assigned*

These are tasks that have been foreseen by MARC staff. They include, but are not limited to the following:

1. Local Partner Coordination and Planned Events for Removal and/or Reinstallation of Equipment
 - a. This event will usually occur when the city will be performing maintenance at an intersection and as a result the OGL communication equipment will need to be removed, and reinstalled at a later date.
 - b. The contractor will coordinate with the city staff and MARC staff to construct a time table for removal (if necessary) and reinstallation.
 - c. Critical and Major incidents take precedence, unless otherwise deemed by the Operation Green Light Staff.
2. Unplanned Event for Reinstallation of Equipment.

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- a. This event will usually occur when there is unexpected damage to intersection equipment which will require the removal and reinstallation or replacement of the OGL communication equipment.
- b. Critical and Major incidents take precedence, unless otherwise deemed by the Operation Green Light Staff.

I. *Definition of Terminology*

1. Incidental Item (Incidentals) – Supplies including but not limited to cables, screws, and air filters that are needed in installation/repair/removal of equipment and can be replaced easily and at a low cost.
2. Weather Permitting – The weather is conducive to completing tasks outdoors without the risk of injury due to weather. This does not include POD/tower work that can be completed in a secure tower shelter.
3. Weather Not Permitting - The weather is not conducive to completing tasks outdoors without the risk of injury. This can include, but is not limited to, high winds, lightning storms, ice, snow, and extreme cold. This does not include tower work that can be completed in a secure tower shelter, unless a risk of damaging equipment is present.

SECTION III – PROPOSAL SUBMISSION INFORMATION

- A. **SCOPE OF WORK:** MARC staff has developed an outline of work tasks associated with the Scope of Work. Contractor recommendations should exemplify best practices in maintaining a field communication network.
1. The name and address of the contracting firm, together with the name, telephone and fax number, and e-mail address of the primary contact person for purposes of this proposal
 2. A listing of all proposed subcontractors, if any.
- B. **CONTRACT PRICE:** Proposals should indicate the cost of services to be provided. There are several tables in Attachment A that pertain to hourly and fixed rates.
- C. **QUALIFICATIONS:** Proposals should indicate general and specific qualifications of the proposer in maintaining and repairing a communication network comprised of both wired and wireless equipment. Proposals may also include a brief narrative (six 12 point font single spaced pages maximum, does not include resumes and attachments 1-4 below) regarding the firm’s capabilities to carry out this project, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access. Proposals shall also include:

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1. A listing and written example of similar projects undertaken within the last five (5) years by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses;
2. Resumes of key professional staff who will be assigned to this project including certifications;
3. Description of the workload of individuals assigned to this project during the period of the maintenance agreement. Any reassignment of designated key staff will not occur without mutual consultation and consent by MARC;
4. At least three company references that include:
 - a. Contact Name
 - b. Address
 - c. Phone Number
 - d. E-mail Address
 - e. Business Relationship

D. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS AND PARTICIPATION:** MARC's DBE policy requires that qualified DBEs be afforded an equitable opportunity to participate in contracts. Proposers are encouraged to involve DBEs in subcontracts or joint ventures. MARC's DBE goal is **0%** percent for this project.

DBE proposers should submit, with their proposals, Intent to Perform as a Disadvantaged Business Enterprise (DBE), Attachment E, for each proposed DBE contractor, subcontractor, or joint venture. Certification of DBEs will be made in accordance with MARC's Disadvantage Business Enterprise Program.

E. **AFFIRMATIVE ACTION CHECKLIST:** If applicable, proposers must complete and enclose with their proposal company's Affirmative Action Plan (see Attachment B Affirmative Action Checklist).

F. **CERTIFICATION REGARDING DEBARMENT:** Each proposer is required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" (Attachment C). "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" is a certification that the proposer is not on the U.S. Comptroller General's Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

G. **CERTIFICATION REGARDING LOBBYING:** See Attachment D.

H. **INTENT TO PERFORM AS A DBE**: See Attachment E.

I. **E-VERIFY**: See Attachment F.

SECTION IV – EVALUATION CRITERIA AND PROCESS

The proposers should be available for interviews and/or presentations should they be required prior to the selection of a Contractor. The final selection of a Contractor shall be contingent upon approval by MARC's Board of Directors. MARC reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposal does not commit MARC to award a contract, to pay any cost incurred in preparation of a response to this Request, or to procure or contract for services or supplies. MARC reserves the right to accept or reject any and all responses received as a result of this Request, or cancel this Request in part or in its entirety if it is in the best interests of MARC to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of MARC for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

MARC reserves the right to suggest to any or all proposers to the Request for Proposals that such proposers form into teams of consulting firms or organizations deemed to be advantageous to MARC in performing the Scope of Work. MARC will suggest such formation when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to refuse to enter into any suggested relationships.

All Proposals submitted hereunder become the exclusive property of MARC.

A. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated according to the following factors, in order of priority:

1. Specialized experience and technical competence of the contractor and assigned staff relative to the scope of work and task requirements outlined in this RFP (50 points)
 - a. Experience of the project manager
 - b. Experience of the prime contractor(s) and subcontractor(s)
 - c. Amount of dedicated time of key staff allocated to the project
 - d. Experience of other assigned individuals
2. Understanding the nature of the project (20 points)

- a. Understanding the proposed scope of work
 - b. General understanding of the regional significance of the project
 - c. General organization and clarity of the proposal
3. Assignment of key project staff to an on-call status in order to provide the best coverage in case of an incident (10 Points)
4. References reflecting previous work experience of the project team and satisfactory accomplishment of contractor responsibilities (20 points)
- a. Quality of final product
 - b. Ability to meet work schedules
 - c. Responsiveness to client input
5. Project costs: The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on **Attachment A, Price Page**, of this proposal and must be completed, signed and returned with the Offeror's proposal. The fee proposal **shall be sealed** in a separate envelope.

B. ON-SITE PRESENTATIONS

The project selection team may require oral presentations of those firms identified on the proposer's short list. Presentations will be held at MARC or a site designated by MARC.

C. CONTRACT AWARD

MARC will notify the selected candidate by telephone, e-mail, and in writing. Following verbal notification, MARC will negotiate a service agreement with the selected candidate. The selected candidate's proposal will be incorporated by reference in the contract. Additionally, MARC will notify, in writing, the candidates who are not selected and their sealed bids shall be returned unopened.

D. PROTEST PROCEDURES

In the course of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and/or the selection committee which could unfairly affect the outcome of the selection procedure. All protests should be in writing and directed to Mr. Mell Henderson, Director of Transportation, Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105. Protests should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the selection procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC's Director of Transportation will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, negotiations with the selected proposer will cease until the matter is resolved.

ATTACHMENT A

Cost/Price Summary Sheet

Table 1.1 - Cost of Routine Preventive Maintenance

<u>Item Description</u>	<u>Indoor Cost</u>	<u>Outdoor (Tower) Cost</u>	<u>Outdoor (Roof) Cost</u>
Routine Tower Inspection (Items in Scope of Services Section II, C. 1 – 6)		N/A	N/A
Routine Tower Inspection (Items in Scope of Services Section II, C. 1 – 7)	N/A		

Table 1.2 – Common Repair Costs

The regular rate per occurrence is the cost to MARC from the contractor for common repair items that have been identified. The cost should include personnel and equipment costs. Most incidents below should only require 1 or 2 people.

<u>Item Description</u>	<u>Regular Rate per Occurrence</u>	<u>Estimated Number of Occurrences</u>	<u>Total Cost (Rate X Occurrences)</u>
Configuring a new SU/AU and replacing the defective SU/AU at an intersection		35	
Re-aligning an SU/AU antenna at an intersection		5	
Re-cabling radio at an intersection		10	
Replacing an antenna at an intersection		5	
Replacing lightning protection		10	
Installing/moving an AU or SU (includes programming, cabling, aligning, or moving to a temporary signal or back to permanent signal)		5	
TOTAL			

Table 1.3 – Hourly Rates for personnel

<u>Item Description</u>	<u>Regular Hourly Rate</u>
Administration	
Record & Log Book Keeping	
Project Management	
In-Shop Labor	
Wireless Engineer	
Fiber Tech	
Field Installation Team (note No. __ of people)	
Tower Climbing Team (note No. __ of people)	

Table 1.4 – Annual % rate increase / decrease

This table is for annual increases of the tables describe above and their associated costs.

<u>Item Description</u>	<u>Year 2</u>	<u>*Year 3</u>
Table 1.1 Preventive Maintenance		
Table 1.2 Common Repair Costs		
Table 1.3 Hourly Rates for Personnel		

* If Contract is extended

ATTACHMENT B

Affirmative Action

AFFIRMATIVE ACTION CHECKLIST:

Federal regulations require that any firm with 50 or more employees soliciting a federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities, and to whom the officer reports
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

ATTACHMENT C

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion**

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043).

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Date

Signed – Authorized Representative

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

ATTACHMENT E
INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Project Title and Description:

The undersigned intends to perform work in connection with the above project as (check one):

Prime Contractor Subcontractor
 Joint Venture Other (please specify) _____

If applicable name of prime contractor or joint venture partner:

The DBE status of the undersigned is confirmed by a DBE Certification from one or all of the following (please provide copy of current Certification Certificate):

MRCC (Missouri Regional Certification Committee)
 KDOT
 MoDOT
 City of Kansas City, Missouri
 Kansas City Area Transportation Agency (KCATA)
 Other (please specify) _____

(MARC may require additional certification documentation)

The undersigned is prepared to perform the following described work in connection with the above project (attach additional sheet if needed),

at the following price _____.

Date

Name of DBE Firm

By: _____

Signature of DBE Firm's Authorized Representative

(Please Print Name of Authorized Representative)

ATTACHMENT F
MID-AMERICA REGIONAL COUNCIL

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo – Effective January 1, 2009

Effective January, 1 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), 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 of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or a political subdivision of the state (e.g., MARC) to a business entity, ..., the business entity (Company) shall, 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. Every such business shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services (RSMo 285.530 (2)).

Those Contractors providing service to MARC over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- Submit a completed, notarized copy of AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. for Contracts over \$5,000.00 (attached),
- The Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted service, and
- Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature age from E Verify program's Memorandum of Understanding (MOU)).

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available from the following:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

OPERATION GREEN LIGHT FIELD COMMUNICATIONS SUPPORT

REQUEST FOR PROPOSALS

MID – AMERICA REGIONAL COUNCIL

(MARC)

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S. MO., ET SEQ. FOR CONTRACTS OVER \$5,000.00

EFFECTIVE JANUARY 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of

_____, personally appeared _____ (Name) who is

_____ (Title) of

_____ (Name of company)

a _____ (Type of business) and after being duly sworn did depose and say:

1. That said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That the said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The term used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires:

Notary Public

SAMPLE MEMORANDUM OF UNDERSTANDING

Company ID Number: _____

The foregoing constitutes the full agreement on this subject between the SSA (Social Security Administration), DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU (Memorandum of Understanding) on behalf of the Employer and DHS respectively.

To be accepted as participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at (888) 464 – 4218.

Employer _____

(Your company Name)

Name (Type/or Print)

Title

Signature

Date

Department of Homeland Security – Verification Division

Name (Type/ or Print)

Title

Signature

Date

GENERAL TERMS AND CONDITIONS

GENERAL PERFORMANCE

This work is to be performed under the general supervision and direction of Mid-America Regional Council (MARC) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MARC, and MARC is to have no direction or control over the employees used by the Contractor in performance of the work.

DELIVERIES

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

CONTRACT/PURCHASE ORDER

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions; (2) the Contractor's proposal and/or submitted pricing; and (3) MARC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of MARC, and by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

SUBCONTRACTING

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MARC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in

REQUEST FOR PROPOSALS

writing to MARC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

INVOICING AND PAYMENT

- a. MARC 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/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. MARC's financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Invoice Requirements:
 - The invoices shall reference a ticket number, list all employees and hours worked on that particular issue or problem, include a detailed description of the location, problem and resolution.
 - Payment term is net 45 days
 - Invoices shall be sent by email by the 15th of every month
 - MARC shall be invoiced once a month for the work rendered in the previous month, and each invoice shall be an individual ticket
- d. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. Mid-America Regional Council (MARC) shall not make any advance deposits.
- e. MARC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to MARC's rejection and shall be returned at the Contractor's expense.

APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri and Kansas. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Kansas and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to

REQUEST FOR PROPOSALS

MARC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and Kansas.

- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MARC a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Jackson County, Missouri.

REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by MARC of any existing or future right and/or remedy available by law in the event of any claim by MARC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to MARC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with MARC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CANCELLATION OF CONTRACT

- a. MARC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should MARC 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 Contractor.
- b. If MARC cancels the contract for breach, MARC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as MARC deems appropriate and charge the Contractor for any additional costs incurred thereby.

BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit of creditors, the Contractor must notify MARC immediately. Upon learning of any such actions, MARC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless MARC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by MARC pursuant to a contract shall be deemed accepted until MARC has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MARC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MARC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies MARC may have.

WARRANTY

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MARC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of MARC's acceptance of or payment for said equipment, supplies, and/or services.

STATUS OF INDEPENDENT CONTRACTOR

The Contractor 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 MARC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold MARC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

SPECIAL TERMS AND CONDITIONS

INSURANCE

- A. Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance, which meets, or approach, the following coverages:
 - 1. General Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 for all claims arising out of a single occurrence;
 - 2. Automobile Liability: Not less than \$100,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 for all claims arising out of a single occurrence;
 - 3. Missouri and Kansas State Workmen’s Compensation policy or equivalent in accordance with state law.

- B. Insurance requirement specific to City of Independence, Missouri
 - 1. Commercial General Liability: Not less than combined single limits of Five Million Dollars (\$5,000,000)
 - 2. Workers’ Compensation and: Not less than One Million Dollars (\$1,000,000)
Employer’s Liability
 - 3. Automobile Liability: Not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage

INFORMATION AND REPORTS

The Contractor shall provide all information and reports required by the Regulations or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to MARC as appropriate, and shall set forth what efforts it has made to obtain the information.

PREVAILING WAGE

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations and the Kansas Wage determination Area 4, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Jackson, Cass, Clay, Wyandotte and Johnson. The Annual Wage Order may be inspected at MARC’s office.
- b. The Contractor shall submit notarized payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

PERMITS, LICENSES AND SAFETY ISSUES

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work.
- b. The Contractor will comply with local laws involving safety in the pursuit of the work.

DELIVERY – ADDITIONAL REQUIREMENTS

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

CANCELLATION OF CONTRACT

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, MARC may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of MARC's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, MARC shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by MARC in obtaining the completion of the deliveries.

ENVIRONMENTAL ISSUES

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.