

PUBLIC NOTICE

The Full Employment Council, Inc. (FEC) will receive Proposals for:

INFORMATION TECHNOLOGY (IT) INFRASTRUCTURE UPGRADE SERVICES

Copies of the RFP may be obtained at: the Full Employment Council, 1740 Paseo Blvd., Kansas City, MO 64108; by contacting Tirhas Kidane, Vice President, Chief Financial Officer, at **816-471-2330, ext. 1249**; or can be downloaded at www.kcvworks.org. To be considered, one (1) original and three (3) copies of a proposal must be received and stamped by FEC no later than 5:00 p.m., on August 9, 2021 to the Attention: Tirhas Kidane, Vice President/Chief Financial Officer, Full Employment Council, Inc., 1740 Paseo Blvd., Kansas City, MO 64108.

The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal. A pre-bid conference will be held via Zoom on Friday, July 9, 2021 at 2:00 pm. All interested parties are encouraged to attend and email tkidane@feckc.org to receive Zoom meeting link.

The Full Employment Council is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

FULL EMPLOYMENT COUNCIL, INC. (FEC)

**REQUEST FOR PROPOSALS FOR
IT INFRASTRUCTURE UPGRADE SERVICES**

PRE-BID CONFERENCE

2:00 p.m.

Friday, July 9, 2021

BID DEADLINE:

5:00 p.m.

Monday, August 9, 2021

PROPOSALS SHOULD BE ADDRESSED TO:

**TIRHAS KIDANE
CHIEF FINANCIAL OFFICER
FULL EMPLOYMENT COUNCIL
1740 PASEO
KANSAS CITY, MO 64108
TELEPHONE: (816) 691-2249**

INTRODUCTION

Overview

The Full Employment Council, Inc., fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards, is a not-for-profit Missouri Corporation administering the Workforce Investment and Opportunity Act (WIOA) in Kansas City & Vicinity and Eastern Jackson County.

The Full Employment Council (here after referred as FEC) is seeking a qualified firms with expertise in Information Technology for design and implementation of a complete Information Technology Infrastructure Upgrade.

The primary goal of this project is to upgrade the existing IT infrastructure and system of the Full Employment Council, Inc. It involves upgrading the Servers, Network Switches, and replacing an aging wireless network and implementing the latest network infrastructure technologies in the data center. The upgrade project must meet the organizational requirements, determining user impact during upgrade process and after the upgrade is complete, performing the upgrade with as little business impact as possible and ensuring the upgrade can be properly supported once in production.

Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from offerors **by 2:00 p.m. July 13, 2021**, and must be submitted in writing/email to Tirhas Kidane, CFO, at tkidane@feckc.org and will anticipate having answers by close of business **July 15, 2021**. If required, FEC's response to these submissions will be in the form of an Addendum posted on FEC website.

Proposal Closing and Submission:

Proposals must be submitted **before 5:00 p.m. on August 9, 2021**. Please reference **RFP #21-09** on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Tirhas Kidane
Chief Financial Officer
Full Employment Council
Procurement Department
Attn: Tirhas Kidane, CFO
1740 Paseo Boulevard
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the FEC for ninety (90) days from the date of closing. This proposal does not commit the FEC to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

PROPOSAL CALENDAR

Public Notice Advertisement	June 23, 2021
RFP Issued	June 25, 2021
Pre-Bid Conference	July 9, 2021 at 2:00 p.m.
Deadline for Proposer Questions, Comments, & Requests for Clarification	July 13, 2021 at 2:00 p.m.
FEC Responds to Questions (posted on FEC website)	July 15, 2021
Proposal Closing	August 9, 2021 before 5:00 p.m.
Notice of Contract Award (Anticipated)	August 30, 2021

SECTION 1 - GENERAL INFORMATION

A) Purpose

This “Request for Proposal” is to solicit Contracts to upgrade the **Information Infrastructure** for the Full Employment Council.

B) Who May Respond

Only established IT Service providers may respond to this RFP. (Established is defined as having been in business for at least two consecutive years with verifiable accounts.)

C) Instructions on Proposal Submission

1. Closing Submission Date
Sealed proposals must be received no later than 5:00 p.m., central time, August 9, 2021 by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.
2. Condition of Proposal
All costs incurred in the preparation of proposals in response to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Full Employment Council, Inc.
3. Your proposal should be addressed as follows:
Tirhas Kidane
Chief Financial Officer
Full Employment Council, Inc.
1740 Paseo
Kansas City, MO 64108

Offeror’s proposal must be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
5:00 p.m., Monday, August 9, 2021

SEALED PROPOSAL

For IT Infrastructure Upgrade Service

D) Right to Reject

The Full Employment Council, Inc., **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards**, reserves the right to reject any and all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in the RFP.

E) Small and/or Minority-Owned Businesses

Efforts will be made by the Full Employment Council, Inc. to contract with small and/or minority-owned businesses licensed to do business in the State of Missouri.

F) Compliance with Missouri Revised Statute § 285.530(1) Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.
2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services 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).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers
4. Additionally, Contractor understands that if its Contract is selected, Contractor's contract with FEC will affirmatively state that Contractor is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Contractor will be required to sign a sworn affidavit under the penalty of perjury attesting to the fact that its employees are lawfully present in the United States.
5. Contractor further understands that FEC shall not be liable for any loss, liability, or claim arising out of Contractor's employment of an unauthorized alien.

G) E-Verify Eligibility Verification System

On June 6, 2008, President Bush issued Executive Order 13465, "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act provisions and the Use of an Electronic Employment Eligibility Verification System." The order mandates that all federal agencies that enter into contracts shall require, as a condition of each contract, that the contractor agrees to use an electronic employment eligibility verification system designated by the Department of Homeland Security (DHS) to verify all new employees and all persons assigned by the contractor to perform work within the United States on the federal contract. On June 9, 2008, DHS designated E-Verify as the system to be used in carrying out the order. For more information on E-Verify, go to www.uscis.gov.

H) E-VERIFY

All FEC Contractors/Vendors must complete E-Verify registration and submit documentation as they enter into contract with the Full Employment Council, Inc. The State of Missouri Revised Statutes, Sections 285.525 – 285.550 RSMo, require that all vendors, contractors, and subcontractors paid from state-funded organizations or programs must enroll in the Employment Eligibility Verification Program (E-Verify). As a vendor, contractor, or subcontractor of the Full Employment Council, you must complete the documents referenced below to comply with the Contract. To register go to: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

I) State of Missouri Vendors

The Full Employment Council, Inc., **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards** will only utilize businesses that are licensed to do business in the State of Missouri.

J) Assignment

The Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the contract of any right, title, obligation or interest it may have therein.

K) Non-responsive Proposals

Proposals will be judged non-responsive and removed from further consideration if any of the following occur:

L) Notification of Award

It is expected that a decision selecting the successful proposal will be made within two weeks (14) days of the closing date for the receipt of proposals. Proposals will be evaluated by the Selection Committee and will be recommended to the appropriate authority for approval. Upon conclusion of final negotiations with the successful firm, all Contractors submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

FEC reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. FEC is under no legal requirement to award a contract based on making this Request for Proposal.

However, the Full Employment Council, Inc., reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Contractor can propose.

M) Relationship of the Parties

It is understood and agreed that Provider is a separate legal entity from FEC and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of FEC. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations. Nothing in the Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

N) Nondiscrimination and Labor Standards

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Contractor assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

(a) The Contractor shall comply with:

- (1) 29 U.S.C. 1551 and 1557, which sections are incorporated herein by this reference as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under WIOA shall discriminate with respect to any program participant, any applicant for participation in such program, or deny employment in the administration of such program

- because of race, color, religion, sex, national origin, age, disability or political affiliation or belief, and as appropriate, citizenship.
- (2) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d)); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (e)); and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten, and covenants that no person in the United States shall, on the grounds of race, color or national origin, be subjected to discrimination under any program or activity for which the Contractor herein receives federal financial assistance. The Contractor shall immediately take any measures necessary to effectuate this requirement.
 - (3) The Fair Labor Standards Act of 1963, as amended, (29 U.S.C. 201-219), which is incorporated herein by this reference as if fully rewritten and covenants that the Contractor shall not practice wage differentiation in employment based on sex and to include the minimum and maximum hours provisions as they apply to hospital and educational institution employees of state and local governments. It shall comply with the Missouri Child Labor Law (294 RSMO 1978), which is incorporated herein by this reference as if fully rewritten.
 - (4) The Age Discrimination in Employment Act of 1967 (29 U.S.C. 621), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not discriminate against employees or job applicants between the ages of forty and seventy years.
 - (5) The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6102), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not exclude from participation, in any program or activity, deny a benefit of, or subject to discrimination, any person in the United States on the basis of age.
 - (6) The Rehabilitation Act of 1973 (29 U.S.C. 793-794) and the Vietnam Era Veterans Readjustment Act of 1974 (38 U.S.C. 2012-1014), which are incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate in an employment situation against mentally or physically handicapped or disabled persons or veterans, if such individuals are capable of performing the work involved in the employment situation.
 - (7) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683), which is incorporated herein by this reference as if fully rewritten, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.
 - (8) 29 CFR 34.20, which is incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate and it shall provide equal opportunity.
 - (9) The Americans with Disabilities Act of 1990, Public Law 101-336 and the Non-traditional Employment for Women Act of 1991 and associated Code of Federal Regulations published in the Federal Register, as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
 - (10) The contractor shall follow:
 - a. Equal Employment Opportunity practices, and not engage in:
 - (i) Discrimination against any individual on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief; (ii) subject any individual to discrimination on such grounds or (iii) denying employment to any individual on such grounds.
 - b. The Contractor shall, in all solicitations or advertisements for employment places by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or condition or physical or mental disability, provided, however, in the instance of a disabled person, that

the person's disability does not prevent that person from doing the job that person would be hired to perform.

- c. The Contractor covenants that this agreement is subject to the Missouri Discriminatory Employment Practices Act, codified as Sections 296.010 to 296.070 of the Revised Statutes of Missouri.
- d. The Contractor covenants that this agreement is subject to the Missouri State Law providing equal pay for women as codified in Sections 290.400 to 290.450 of the Revised Statutes of Missouri.
- e. The FEC shall have the authority to require the Contractor to take corrective and/or remedial action if the Contractor violates the nondiscrimination and equal opportunity provisions. If the Contractor fails to take the required action, the FEC shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with Section 164 of the Act. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

O) Equal Opportunity Employment Policy

This is to notify you that FEC is an Equal Employment Opportunity (EEO) employer. We are subject to Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended. These regulations require that we engage in Equal Opportunity Employment practices in the employment of females, minorities, veterans and qualified individuals with disabilities.

P) Debarment

1. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."
2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The Proposer agrees to provide FEC with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

Q) Methods and Procedures of Payment

The FEC will make payments based on a negotiated payment schedule. Each billing Must consist of an invoice and progress report. Payment will only be made after FEC's Project Manager approves the progress report and invoice. FEC will not pay in full for hardware, software or service until received by FEC.

R) Bonding & Insurance Requirements

1. A surety document in the form of a cashier's check or bid bond, payable to the FEC in the amount of **One Thousand and 100 Dollars (\$1,100.00)**, must accompany the submitted

proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Offeror fails to comply with the terms and conditions of the RFP and his proposal.

2. The surety document submitted by unsuccessful Offerors will be returned at the time the Notice of Award is issued to the successful Offeror or at the end of the 90 day period upon written request by the Offeror.
3. The surety document may, at the sole discretion of the FEC, be returned prior to the 90 day period upon written request by Offeror.
4. The successful Offeror must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the FEC in the amount equal to the lesser of Five Percent of the projected annual contract amount, or Five Thousand Dollars (\$5,000.00) indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Offeror's proposal will be returned immediately upon the FEC's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.
5. The successful Offeror's surety document may be forfeited in part or in full if the successful Offeror fails to fully comply with all provisions of the specifications and award or if the contract scope of professional and timely services are not met.
6. The cashier's check or performance bond will be returned following the FEC's inspection of the premises and issuance of a "Certificate of Conditional Acceptance".

SECTION 2 - SCOPE OF WORK

A) PURPOSE

This document constitutes a request for competitive, sealed proposals from prospective proposers for IT infrastructure upgrade for the Full Employment Council (FEC), in accordance with the requirements and provisions stated herein. The goal of this project is to create a solid IT foundation that is built on virtualizing providing efficiencies and provide an appropriate redundancy and storage capacity. The objectives of this upgrade are:

- Replace existing server and computing infrastructure at/beyond end of life
- Improve and consolidate network performance
- Provide increased network capacity and provide future expansion capability
- Improve the network's fault tolerance, security
- Ability for remote monitoring and management of server infrastructure.
- Improve application performance.
- Provide Active Directory functionality for improved access and security controls.
- Provide high availability for business resiliency.

Proposers shall include all labor, material, tools, equipment, incidentals, licensing, maintenance and support in accordance with the Scope of Work.

B) Current Environment Overview

1. FEC has its main corporate office located at 1740 Paseo Blvd, Kansas City, Mo. 64108, and has six satellite offices. Total number of staff 100-125
2. FEC has outsourced its IT Management Services to Technology Group Solution. They provide support from the lower-level Desktop to High-End Network system Management;
3. FEC maintains a wide area network with a fiber backbone connecting the **six buildings** in the Kansas City area. Current MPLS and Internet Services Provider is United Private Network. *The main office has 500 mb and the satellite offices 100 mb each.*
4. Network Infrastructure has not been updated significantly since 2010 resulting in most network devices being end-of-life or outdated. FEC is in the process of upgrading its phone system and voicemail.
5. FEC's data Center, the main virtual Server (Scale), has 4 node Scale Cluster and has the following attributes with minimum utilization. All VMs and physical servers are running Windows Server Standard 2016.
 - 24 physical cores (6x4).
 - 256gb RAM (64x4).
 - 9.6 TB disk (2.4x4).
 - 16 network ports - 4 copper 1000base-T ports per node.
- All the HP access switches have reached their recommended usage lifespan
6. FEC has maintained a centralized IT Management System where all locations come to the central office to access the Public web. FEC uses SOPHO Firewall that is just upgraded in November 2020. It uses Barracuda onsite and on the cloud backup system. Each satellite office has a small File/Print Server.

7. FEC's Firewall, Backup, and Voice mail system are located at the main office, at 1740 Paseo. Independence, Northland, South KC, and Richmond locations all have their own small physical server for domain connectivity and File/Print and FEC has Resource Rooms and Computer Lab (Classrooms) at each Center that the public can access for Job search and training. Staff computers are 100-125 and Resource/Class Room Computer 150-200.

8. FEC Office locations
 - Central City -1740 Paseo, Kansas City, Missouri – 50-75 staff, 125-150 computers
 - Independence - 15301 East 23rd Street, Independence, Missouri – 10-15 staff, 30-40 computers
 - Clay-North - 3100 NE 83rd St., Kansas City, Missouri – 10-15 staff, 30-40 computers
 - Platte - 11724 NW Plaza Circle, Suite 500, Kansas City, Missouri 64153 – 1 staff, 10 computers
 - Richmond - 103 E. North Main Street, Richmond, MO 64085 – 1 staff, 10 computers
 - South - 6025 Prospect, Kansas City, Missouri – 10-15 Staff, 30-40 computers
 - Raymore/Cass – 2 staff, 2 computers (separate satellite office not connected to MPLS)

C) DELIVERABLE SOLUTION REQUIREMENTS AND SPECIFICATION

4.1 NETWORK RECOMMENDATIONS BY LOCATION

Location	Switches	Wireless
Central City – 1740 Paseo Blvd Kansas City, MO 64108	1x Core Switch Chassis-based high-density switch. Minimum sixteen 10GB SFP+ ports. Minimum 140-port 1GB PoE with at least 700w output. Redundant power supply. 9x LAN Switches At least two 10GB SFP+ ports. 48-port 1GB PoE with at least 370w output. Layer-3 Routing capability using OSPF. Central management is preferred.	9x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.
Eastern Jackson County - 15301 East 23rd St., Independence, Mo. 64055	2x LAN Switches At least two 10GB SFP+ ports. 48-port 1GB PoE with at least 370w output. Layer-3 Routing capability using OSPF. Central management is preferred.	2x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.
Clay County North - 3100 NE 83rd St., Kansas City, Mo. 64119	2x LAN Switches At least two 10GB SFP+ ports. 48-port 1GB PoE with at least 370w output. Layer-3 Routing capability using OSPF. Central management is preferred.	2x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.
South KC - 6025 Prospect, Kansas City, Mo. 64130	N/A	2x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.
Ray County Richmond - 103 E. North Main St, Richmond, MO 64085	1x LAN Switches At least two 10GB SFP+ ports. 48-port 1GB PoE with at least 370w output. Layer-3 Routing capability using OSPF. Central management is preferred.	1x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.
Platte County - 11724 NW Plaza Circle, Suite 500, Kansas City, Mo 64153	1x LAN Switches At least two 10GB SFP+ ports. 48-port 1GB PoE with at least 370w output. Layer-3 Routing capability using OSPF. Central management is preferred.	1x WiFi Access Points WiFi 6 support. MU-MIMO support. Central management is preferred.

4.2 SERVER RECOMMENDATIONS BY LOCATION

Location	Servers	Other
Central City - Paseo	1x Cluster Minimum of 192 GB Memory for the cluster. Target capacity of 10 TB. Minimum of 4 network ports per host. 10GB SFP's preferred.	1x Rack 42U Server Cabinet. 47.25" Deep 29.5" Wide. 5.8kW PDU. 208/240V Outlets. 1x UPS Must support LAN and server(s).
Eastern Jackson County	1x Server Single socket, multi-core CPU. Minimum 32GB RAM. Target capacity of 4 TB. 1U preferred.	1x UPS Must support LAN and server(s).
Clay County - North	1x Server Single socket, multi-core CPU. Minimum 32GB RAM. Target capacity of 4 TB. 1U preferred.	1x UPS Must support LAN and server(s).
South KC	1x Server Single socket, multi-core CPU. Minimum 32GB RAM. Target capacity of 4 TB. 1U preferred.	1x UPS Must support LAN and server(s).
Ray County - Richmond	1x Server Single socket, multi-core CPU. Minimum 32GB RAM. Target capacity of 4 TB. 1U preferred.	1x UPS Must support LAN and server(s).
Platte County	1x Server Single socket, multi-core CPU. Minimum 32GB RAM. Target capacity of 4 TB. 1U preferred.	1x UPS Must support LAN and server(s).

4.3 OTHER

Proposals are to include network cabling between

- Upgrade IT closet fiber (300ft) connection.
- Replace all patch panels and patch cables.
- Test/Tone/Label (Central, North, Independence locations)

PROJECT REQUIREMENTS

SINGLE POINT OF RESPONSIBILITY

FEC expects to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. FEC will not enter into any agreement that does not provide a single point of accountability for the installation of the system. If the vendor utilizes any subcontractors for any part of the system architecture, design, planning, installation or support the successful respondent will be the sole responsible party for all activities.

It is the intent of this Request for Proposal that the responder provides a complete, end to end Solution for the installation. The vendor shall provide design, planning, system architecture, installation, network analysis, training and post installation support documentation for the project. The FEC Technology Department will act as the consultant and Single Point of Responsibility for FEC.

PROJECT MANAGEMENT

Vendor is expected to provide a project manager for this installation that will interface and become the main contact with the vendor for the duration of the project. This project manager will be assigned to FEC throughout the life of the project.

FEC reserves the right to request a change in project management based on performance. All work is to be completed as per these specifications and any accompanying drawings. Contractor shall be responsible for all coordination and sequence with all other work-in-progress by all other trades. The vendor should have experience implementing a network infrastructure for an organization of the size and scope of FEC.

SECURITY REQUIREMENTS

- All default passwords must be changed and documented.
- All hardware and software components must be configured to industry best practices
- All user and administrator activities must be logged.

SYSTEMS MANAGEMENT, MONITORING AND REPORTING

- Monitoring System should provide System's health and performance.
- Unified management of servers (physical and virtual), Storage, networking
- Provide for rapid deployment of physical and virtual servers.
- Rapid repurpose of computer
- The reporting solution shall provide system monitoring and must be capable of exporting logs

TRANSITION PLAN

The vendor is expected to plan and conduct the installation of the project with minimal impact to daily operations and staff. FEC Technology Staff will work closely with the vendor to create a working project plan that will achieve these goals.

TRAINING

Technical support staff will receive training from the vendor as part of "knowledge transfer" during and after implementation of the virtualized server and other infrastructure.

INVENTORY

An inventory of all deployed hardware to include equipment, model, serial number, and anticipated deployment location is required. Inventory will be coordinated between FEC and vendor. A template will be provided at the appropriate time by e FEC.

IMPLEMENTATION AND ONGOING SUPPORT

The successful Contractor shall perform the Project Management for the entire project from commencement to final hand over for production use.

This should include:

- The name of the Project Manager who would be the single point of contact during the complete project implementation.
- A comprehensive Project Plan including Resource, Risk, Quality, Migration, Change and Communication Management Plan.
- Plan should include the full scope of the project as mentioned above. On acceptance of such plan by the FEC, the Contractor is required to carry out the implementation of solution.
- The Contractor should provide a detailed project plan in terms of activity and phase timelines indicating the number of days required for executing the project with the details of deliverables and milestones including the delivery of the hardware's.
- The Contractor shall be responsible for generation and submission of necessary documents required during various phases of project. These would include planning, installation, commissioning, rollout, acceptance testing, project, diagrams, and configuration documentation. All such documents shall only be accepted after the same is approved by the FEC.
- Contractor shall install, configure, integrate and test all hardware and software components proposed in response to this RFP.
- Contractor will migrate existing virtualized server to the new environment.
- Contractor shall migrate files, data from existing old infrastructure to new solution.
- Contractor shall label all interconnections including, but not limited to: network, and power cables; network and fiber channel switch ports; etc.
- Contractor must include an outline of the training plan provided. Training should cover topics related to technical as well as administrative aspects of the solution to enable the FEC to operate, modify and optimize the solution.
- Proposal should include Three years warranty and support for the proposed hardware and software.
- The Contractor shall be responsible for installing, configuring of all patches, updates and upgrades required for the offered solution such that the system(s) are at the latest revisions as at the time of hand-over to the FEC.

Documentation

The successful Contractor must provide: Installation/layout plan and Network Diagram

Acceptance test reports, performants test report of the components. Documentation of the new system that is setup

SECTION 3 - PROPOSAL INSTRUCTIONS

1. GENERAL INFORMATION

- A. The terms "solicitation" and "Request for Proposals (RFP)" are used interchangeably, and the terms

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Auxiliary aids and services are available upon request to individuals with disabilities.

“offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.

- B. Interested firms may submit proposals until proposal closing at **5:00 p.m., on August 9, 2021**. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. **Proposals must be delivered or mailed to Full Employment Council, Inc.** Attention: Tirhas Kidane, Vice President/Chief Financial Officer, at **1740 Paseo Blvd, Kansas City, MO 64108**.
- C. Submitting a proposal constitutes a firm offer to FEC for ninety (90) days from the closing date.
- D. FEC is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.
- E. The Full Employment Council is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

2. RESERVATIONS

- A. FEC reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the . FEC shall be the sole judge of what is in its best interest with respect to this RFP.
- B. FEC also reserves the right to award a contract solely on the basis of the initial proposal without interviews, discussions, or negotiations. Therefore, offers should be submitted to FEC on the most favorable terms possible, from a cost or price and technical standpoint.

3. PROPOSER’S RESPONSIBILITIES

- A. By submitting a proposal, the Proposer represents that:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions; and agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the FEC RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to FEC; and
 - 3. It is authorized to transact business in the State of Missouri.
- B. Before submitting a proposal the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the

contract.

4. AUTHORIZATION TO PROPOSE

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

5. WITHDRAWAL & INCOMPLETE PROPOSALS

- A. Proposals may be withdrawn upon written request received by FEC before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.
- B. Incomplete proposals may render the proposal non-responsive.

6. MODIFICATION OF PROPOSALS

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

7. UNBALANCED PROPOSALS

FEC may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

8. DISCLOSURE OF PROPRIETARY INFORMATION

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
 - (1) marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
 - (2) printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 - (3) Segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary

Information,” as provided above, is requested under the Missouri Open Records Law, Section 610 of the Revised Statutes of Missouri, the FEC will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the FEC reserves the right to release any documents if the FEC determines that such information is a public record pursuant to the Missouri Sunshine Law.

SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. PROPOSAL FORMAT

Proposals shall be submitted as follows.

- A. The proposal package consists of two (2) volumes. These shall be sealed and clearly labeled.
- B. All copies of volumes 1, and 2 shall be separately collated, and all copies and originals shall have the **RFP 21-09** and name “**IT Infrastructure Upgrade**”, the Offeror’s identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 1. Volume I – **Cost/Price Proposal**
 - a. Hard Copies: One (1) original and four (4) copies
 - b. Electronic Copy: One (1) electronic copy of the Cost Proposal on either CD or flash drive.
 2. Volume II – **Technical Proposal**
 - a. Hard Copies: One (1) original and four (4) copies
 - b. Electronic Copy: One (1) electronic copy of the Technical Proposal on either CD or flash drive.

NOTE: DO NOT include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CDs or Flash Drives. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.

- D. The proposal documents should be page numbered. The Offeror should ensure all copies and all electronic media are identical to the Offeror’s hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

2. VOLUME I - COST/PRICE PROPOSAL

- A. Describe the pricing model(s) that you propose.
- B. FEC seeks a clear and comprehensive understanding of all costs associated with the acquisition, implementation and ongoing maintenance of the proposed solution. In this section, Offerors must itemize all costs inclusive of Hardware, Software license, Maintenance and subscription annual renewal fee, Labor...etc for each office. Please indicate the warranties on Hardware’s, Proposed solution is to include three (3) years manufacturer support for hardware, software

and/or licensed services;

- C. FEC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- D. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and hourly rates, assigned technician position.
- E. The costs/prices included in the cost/price proposal should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- F. The Full Employment Council is exempt from federal tax and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

3. VOLUME II - TECHNICAL PROPOSAL

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet FEC's requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

Technical Proposal

The technical proposal should use one side of a single, 8-1/2 x 11" page, with 12 point minimum font size for the substantive text.

To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

- a. Proposal Cover Sheet (Attachment C)
- b. Letter of transmittal
- c. Organizational capabilities
- d. Statement of work
- e. Past experience and three references
- f. Certification on behalf of the Offeror (Attachment A)
- g. Certification of Insurance
- h. Assurances based on statement of work (Attachment B)
- i. Diversity Profile (Employee Census)
- j. Authorizing Resolution (Attachment D)
- k. Ethical Standards Affidavit (Attachment E)
- l. Conflict of Interest Affidavit (Attachment F)
- m. Debarment Form (Attachment G)

n. E Verification (Attachment H)

1. PROPOSAL COVER SHEET

1. Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

2. LETTER OF TRANSMITTAL

The letter should be addressed to Chief Financial Officer, Tirhas Kidane and signed by a corporate officer with FEC to bind the firm. The letter must contain the following:

1. Identification of proposing firm(s), including name, address, telephone number(s)
2. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
3. Name, title, address, telephone number and email address of the contact person for the project.
4. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified.

3. ORGANIZATIONAL CAPABILITIES

- I. Give a brief overview of your organization's involvement in providing IT value added services in the marketplace.
- II. How long has the organization been in this business?
- III. Provide your organization's annual sales volumes
- IV. In what cities do you maintain offices?
- V. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support?
- VI. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
- VII. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.
- VIII. Please describe your organization's experience in designing and deploying similar solutions.
- IX. Please provide details of three current customer accounts that are similar in scope and requirements to those of Full Employment Council.

4. IMPLEMENTATION APPROACH AND WORK PLAN

Offerors are required to describe their proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Contractor and those to be performed by FEC. The Contractor should clearly indicate the FEC's resource requirements needed to meet the Contractor's proposed schedule and;

- I. Describe your implementation and project management methodology and approach to ensure a successful implementation;
- II. Provide a detailed work plan that identifies major activities, tasks, deliverables, ad resources. The work plan should assume that project will kick-off within no more than 3 weeks of the approval of

- the contract by FEC;
- III. Describe the roles and responsibilities of FEC's staff during implementation.
- IV. Describe your user acceptance methodology and the responsibilities of FEC staff during testing;
- V. Describe your training methodology and approach.

5. KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

- A. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- B. This section should demonstrate the Proposer's experience, skills and qualifications of a Consultant and other key personnel in the provision of an IT Services and in meeting client goals, objectives and schedules.
- C. Provide resumes for the technicians that are assigned and other key personnel to this project and discuss the unique qualifications these individuals bring to the project.
- D. The offeror shall demonstrate past performance related to the scope of work. The Offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable FEC to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that outlined in this RFP. The following information shall be included for each contract:
 - E. Name and address of contracting state or local governments agency or commercial customer;
 - F. Contract Dates of Performance.

6. EXCEPTIONS, OMISSIONS AND FORM OF CONTRACT

- A. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- B. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.

7. BASIS FOR CONTRACT AWARD

- A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the FEC, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.

- B. FEC may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. FEC is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the FEC. However, the FEC will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that FEC may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to FEC. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

8. EVALUATION CRITERIA

Proposals will be evaluated by the evaluation committee on the basis of the following criteria, listed in order of importance: Selection Criteria

EVALUATION CRITERIA	EVALUATION POINT VALUE
Organizational Capabilities : <i>Key Personnel Experience and Qualifications/Certifications , Contractor Experience & References</i>	30
Project Understanding and Proposed Solution	20
Implementation Methodology and Approach	20
Cost/Price Solution Cost (Implementation and Annual Recurring)	20
Responsiveness : Quality, Clarity, and Responsiveness to proposal	10
GRAND TOTAL:	100

9. PRESENTATIONS/INTERVIEWS/WRITTEN RESPONSES

After the closing date, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

10. NEGOTIATIONS & BEST AND FINAL OFFER (BAFO)

- A. Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. FEC may solicit a revised proposal or a Best and Final Offer (BAFO) from one or more proposers. FEC may or may not contact all proposers to negotiate and/or to submit a BAFO.
- B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Full Employment Council.

**ATTACHMENT A
CERTIFICATIONS ON BEHALF OF THE OFFEROR**

- A.** The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.

- B.** The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.

- C.** The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

- D.** The individual signing certifies that the prices quoted in the proposal have not been knowingly disclosed by the Offeror, prior to an award, to any other Offeror or potential Offeror.

- E.** The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.

- F.** The individual signing certifies that the Offeror, and/or the business entity has not been debarred or suspended from doing work or conducting business with any federal, state or local government.

- G.** The individual agrees to contract by the Offeror assurance (Attachment B).

Dated this _____ day of _____, 20__.

Offeror's Firm Name

Signature of Offeror's Representative

Printed Name and Title of Individual Signing

**ATTACHMENT B OFFEROR'S
ASSURANCES**

As a condition of receipt of funds, if awarded, the awarded applicant assures that:

- (1) It shall comply fully with non-discrimination equal opportunity provisions of the WIOA Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- (2) It or its sub recipients shall not use funds provided through the RFP under WIOA to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources, unless it is demonstrated in the response to the RFP, and accepted by the Full Employment Council, Inc., that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (3) To the best of its knowledge and belief, the cost data are accurate, complete and current as submitted in its proposal. (NOTE: The Full Employment Council, Inc., reserves the right to make price adjustment to contracts or modifications negotiated in reliance on such data to exclude any significant sum by which the price was increased because the Contractor had submitted data that were not accurate, complete or current as certified.)
- (4) It will meet all applicable Federal, State, and local compliance requirements. These include, but are not limited to:
 - Records accurately reflect actual performance.
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
 - Meeting all applicable labor law, including Child Labor Law standards.

I am authorized by my Board of Directors, Trustees or other legally qualified officer, or as the owner of this agency or business to submit this proposal.

I hereby assure that all of the above are true.

Signature of Person with Signatory Authority

Date

Name (Typed)

Title

**ATTACHMENT C PROPOSAL
COVER SHEET**

IT INFRASTRUCTURE UPGRADE Services

Name of Applicant (as in the Articles of Incorporation):	
Address:	
Contact Person & Title:	
Telephone & Fax Number:	
Contact Person & Title:	
E-Mail Address:	
Date/State of Incorporation:	

CHECK LIST (Please submit the following documentations attachments with RFP)

- Copy of Articles of Incorporation
- Signed and Dated Assurances
- Signed and Dated Debarment Form
- Signed Authorizing Resolution
- Signed Conflict of Interest Affidavit
- Signed Ethical Standards Affidavit
- Budget/Cost Information
- List of References with Telephone Numbers
- E-Verification
- Certificate of Liability
- Diversity Profile (Employee Census)
- Proposed Subcontractor(s): _____

The Full Employment Council is an equal opportunity employer/program.
Auxiliary aids and services are available upon request to individuals with disabilities.

**ATTACHMENT D
AUTHORIZING RESOLUTION**

WHEREAS, the Full Employment Council, Inc., fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards, is authorized to make awards for **IT Infrastructure Upgrade Services**; and, NOW, THEREFORE, be it resolved by the

_____.

Name of Corporation

That the _____ is authorized to execute the award agreement(s) on behalf of

the _____ with the Full Employment Council, Inc., as the fiscal agent, for

Name of Corporation

provision of **IT Infrastructure Upgrade Services** according to the requirements of this document and all applicable Local, State and Federal laws and regulations.

Adopted this _____ *day of* _____, 20_____.

Signature _____

Typed Name _____

Title _____

President or Chairman

ATTACHMENT E
ETHICAL STANDARDS AFFIDAVIT

(Must Be Notarized)

State of _____ County of _____

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, ages or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractors also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And further, contractor sayeth not.

Print name of Contractor: _____

Signature _____ *Date* _____

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Auxiliary aids and services are available upon request to individuals with disabilities.

**ATTACHMENT F
CONFLICT OF INTEREST AFFIDAVIT**

(Must Be Notarized)

The advertisement for Contracts (and proposals) shall do all of the following:

State that the Contract shall be accompanied by a sworn and notarized statement disclosing my familial relationship that exists between the owner or any employee of the Contractor and any member of the board, or board of directors, or officer, that does not include this sworn and notarized disclosure statement. Conflict of interest includes any business relationship, contract, or family relative by blood, adoption, or marriage of the 1st, 2nd, or 3rd degree of relationship.

CHECK ONE OF THE TWO BOXES BELOW.

_____ List and describe all exist Conflicts of Interest. *(Attach an additional page if necessary.)*

To the best of my knowledge, no conflict of interest exists.

_____ Print name of Contractor
Signature _____
Name of Company _____
City & State _____

Notary – State of _____ County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county,
on this _____, Day of _____, 20_____.

Notary Public _____

My Commission Expires _____

**ATTACHMENT G
DEBARMENT FORM**

Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds 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 participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out 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 prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and /or debarment.

FEC Locations

Central Kansas City

1740 Paseo Blvd.
Kansas City, MO 64108
816-471-2330



Clay County

3100 NE 83rd St., Suite 2100
Kansas City, MO 64119
816-468-8767



South Kansas City

6801-A Longview Rd.
Kansas City, Mo. 64134
816-966-0289



Independence

15301 E. 23rd St.
Independence, MO 64055
816-325-5890



Cass County

208 W. Walnut Street
Raymore, MO 64083



Platte County

11724 N.W. Plaza Circle, Ste. 500
Kansas City, MO 64153



Ray County

103 E. North Main Street
Richmond, MO 64085

