

PUBLIC NOTICE

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

INTERNET ACCESS/WAN SERVICES

FEC is requesting proposals from Internet Providers licensed to provide services in the State of Missouri for Internet Access/Wide Area Network (WAN). The intent of this bid is to enter into a contract (or Contracts) for connectivity between the primary location and 5 or 6 other locations, plus transit bandwidth to the Internet. Prospective Offerors can obtain a copy of the proposal specifications online at www.feckc.org. Proposals must be received in hard copy format, and stamped at the Full Employment Council no later than 5:00 p.m., **Friday, January 24, 2020**. No electronic proposals will be accepted. 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 at 1740 Paseo, in the conference room, on **Monday, December 30, 2019 at 2:00 p.m.** All interested parties are strongly encouraged to attend.

EOE/M/F/V/ADA EMPLOYER

FULL EMPLOYMENT COUNCIL, INC (FEC)

**REQUEST FOR PROPOSALS FOR
INTERNET ACCESS/WAN SERVICE**

PRE-BID CONFERENCE

2:00 p.m.

Monday, December 30, 2019

BID DEADLINE:

5:00 p.m.

Friday, January 24, 2020

PROPOSALS SHOULD BE ADDRESSED TO:

**Tirhas Kidane
Chief Financial Officer
FULL EMPLOYMENT COUNCIL
1740 PASEO BLVD.
KANSAS CITY, MO 64108
TELEPHONE: (816) 471-2330 EXT. 1258**

THE FULL EMPLOYMENT COUNCIL, INC

**REQUEST FOR PROPOSALS
FOR
INTERNET ACCESS/WAN SERVICES**

INQUIRES SHOULD BE DIRECTED TO:

**Tirhas Kidane
Vice-President/Chief Financial Officer
tkidane@feckc.org**

Office: (816) 471-2330, EXT. 1258

PROPOSAL CALENDAR

Public Notice Advertisement	December 14, 2019
RFP Issued	December 14, 2019
Pre-Bid Conference	December 30, 2019 at 2:00 p.m.
Deadline for Proposer Questions, Comments, & Requests for Clarification	January 10, 2020 by 2:00 p.m.
FEC Responds to Questions (posted on FEC website)	January 14, 2020
Proposal Closing	January 24, 2020 before 5:00 p.m.
Notice of Contract Award (Anticipated)	February 14, 2020

I. GENERAL INFORMATION

A. Purpose

FEC is requesting proposals from Internet Providers licensed to provide services in the State of Missouri for Internet Access/Wide Area Network (WAN). The intent of this bid is to enter into a contract (or Contracts) for connectivity between the primary location and 5 or 6 other locations, plus transit bandwidth to the Internet.

B. Description of Entity

The Full Employment Council, Inc. is a private nonprofit corporation and is therefore exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. FEC serves two service delivery areas (Kansas City & Vicinity and Eastern Jackson County) in the state of Missouri, which is governed by a volunteer Board of Directors. The administrative office houses all records located at 1740 Paseo Boulevard., Kansas City, MO 64108.

C. Who May Respond

Experienced Internet Connectivity Providers with previous work in the not-for-profit sector who are licensed to provide Internet/WAN services in the state of Missouri.

D. Instructions on Proposal Submission

1. Closing Submission Date

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

SEALED PROPOSAL

Request for Proposal

For Internet Access/WAN Services

Friday, January 24, 2020

Sealed proposals must be received no later than 5:00 p.m. Central Standard Time by the date mentioned above. Late proposals will not be considered.

Your proposal should be addressed as follows:

Tirhas Kidane

Chief Financial Officer Full Employment Council, Inc.

1740 Paseo Boulevard

Kansas City, MO 64108

2. Proposal Outline:

I. Executive Summary

II. Technical Criteria

III. Organizational Capacity

IV. Key Personnel

V. Understanding of the Scope of Work

VI. Technical Experience:

- a. Scope of Services to be provided under the Contract
- b. Ability to meet specifications of project(s)
- c. Past experience and two references
- d. Budget and payment requirements (for services and reasonable out of pocket costs)

3. 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.

E. Contract Period

The Internet Access/Wide Area Network (WAN) maintenance services contract awarded to a successful bidder will be for a period of one year starting on or around March 1, 2020 through February 28, 2021 and may be renewed at the discretion of FEC in one-year increments at the end of the contract period.

F. Option to Renew

The FEC reserves the right to extend or renew the contract for two years in one-year periods. Any decision made regarding renewing the contract for any extended period of time rests solely with the FEC. Prices may be negotiated for the subsequent year not to exceed an increase of three percent of the initial year's negotiated contract amount.

G. Right to Reject

The Full Employment Council, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in the RFP.

H. 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 when considered feasible.

I. Compliance with Missouri Revised Statute § 285.530(1)

The Offeror shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the Offeror is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and/or if FEC has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States, FEC shall have the right to cancel the contract immediately without penalty or recourse, and the Offeror may be suspended or debarred from doing business with the state. The Offeror agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Offeror hereby certifies that it does not knowingly employ any unauthorized aliens to perform work within the state of Missouri, as prohibited by Missouri Revised Statute § 285.530(1).

Additionally, Offeror understands that if its bid is selected, Offeror's contract with FEC will affirmatively state that Offeror is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Offeror 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.

Offeror further understands that FEC shall not be liable for any loss, liability, or claim arising out of Offeror's employment of an unauthorized alien.

J. 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 federal agencies that enter into contracts shall require, as a condition of each contract, that the Offeror 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 Offeror 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.

K. State of Missouri Vendors

Offerors must be licensed in the State of Missouri in order to do business with the Full Employment Council, Inc.

L. 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 ensure that applicants are treated, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities. Qualified applicants and employees with disabilities will be provided with reasonable accommodations, unless accommodations would pose an undue hardship on the contractor. Employment actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Full Employment Council's EEO Officer setting forth the provisions of this non-discrimination clause.
 - (c) 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.
 - (d) 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.
 - (e) 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.

- (f) The Full Employment Council 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 Full Employment Council 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.

M. Assignment

The Offeror 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 without the written consent of FEC.

N. Non-responsive proposals

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

- The proposal is not received on time in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include the Certificate of Insurance and Assurances.
- The proposal is not adequate to form a judgment by the reviewer.

O. Notification of Award

It is expected that a decision selecting the successful Offeror will be made within two (2) weeks 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 Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

It is expected that the contract shall be for up to two years commencing on or about March 1, 2020, with the option to renew the contract for an additional year.

The Full Employment Council, Inc. reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. The Full Employment Council, Inc. is under no legal requirement to grant 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 Offeror can propose.

P. Methods of Payment for Services and Expenses of Contractor

For payment due for basic Supplies & Services the Contractor:

- a) **Invoices** will be submitted to the FEC at the end of each monthly billing period. Invoice amounts will be based on the Contract's estimated percent completion.
- b) **Payment Terms** - Payments shall be paid to Contractor within 30 days contingent upon the following:

- Application of payment discounts, if considered to be in the best interest of the FEC; from date of receipt by the FEC of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the FEC; On the condition that the
- CONTRACTOR has accomplished the services to the satisfaction of the FEC.
- Any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.

Q. Cancellation Terms

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Vendor must give FEC sixty (60) days written notice prior to cancellation, and must state therein, the reasons for such cancellation. The contract is subject to cancellation, at the option of FEC, for one or all of the following reasons:

- a) Unsatisfactory performance of Contract.
- b) Inability or failure of the Vendor to fulfill any requirements of the Contract.

In the event that FEC should exercise its option to cancel under the above criteria, FEC may cancel the contract with five (5) day's written notice, but shall compensate Vendor for all work performed prior to such cancellation and allow sufficient time for the Vendor to remove any equipment or supplies owned by them.

R. 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.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that FEC shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

U. Third Parties

FEC shall not be obligated or liable hereunder to any party other than the Offeror. Further, the Offeror agrees to allow FEC access to its accounting records pertaining to, or relevant to, FEC.

V. **Non Waiver**

In no event shall the making by the FEC of any payment to the Offeror constitute or be construed as a waiver by the FEC of any breach of covenant, or any default which may then exist, on the part of the Offeror and the making of any such payment by FEC while any such breach or default exists shall in no way impair or prejudice any right or remedy available to FEC in respect to such breach or default.

W. **Offeror Certification**

The Offeror certifies that the Offeror has not been convicted of bribery or attempting to bribe an officer or employee of FEC, nor has the Offeror made an admission of guilt of such conduct which is a matter of record.

X. **Default and Termination Plan**

The FEC may Suspend Service:

- a) The FEC may, at any time and without cause, suspend or cancel the services or any portion thereof due to the availability of funding by notice in writing to Offeror which shall fix the date on which work shall be resumed; Offeror shall resume the service on the date so fixed.
- b) Offeror will be allowed an extension of the agreement time directly attributable to any suspension if he makes a claim per negotiated authorization by the FEC.
- c) This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party.

Y. **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.

Z. Quality Control

Please indicate the quality control mechanisms to be employed by your company to ensure customer satisfaction, address complaints, and resolve problems as they occur.

AA. Cost Proposal

Please include cost proposals and pricing.

III. EVALUATION AND SELECTION

A. Evaluation Criteria

A selection committee will evaluate the proposals. The selection committee will consider the following factors:

1. Completeness of bid;
2. Ability of vendor to meet requirements;
3. Lowest responsible bid;
4. Response from references;
5. Previous experience with FEC;
6. Experience - quality and depth of the Internet/WAN services expertise within the firm, and its prior capability in providing similar services;
7. Ability to meet the requested bandwidths for each location;
8. Interviews, if conducted.

The non-cost factors listed above will be weighed on an equal scale as the cost factors during FEC's evaluation of proposals.

B. Selection Process

The selection committee will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will be rejected. The selection committee will evaluate all responsive and responsible proposals based on the criteria enumerated in Attachment A. The

selection committee may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to this RFP.

FEC may conduct interviews of Offerors found to be most qualified to perform the services required, based upon the criteria listed in this RFP. If so, Offerors will be notified in advance of the proposed interview date.

C. Proposal Narrative

The proposal should include the following:

- 1) Organizational capabilities
- 2) Statement of work (see specifications below)
- 3) Price quote / Cost Proposal Summary (see Attachments)
- 4) Past experience and two references
- 5) Certificate of Liability
- 6) Management and Supervision Plan
- 7) Quality Control Practices
- 8) Certificate of Insurance
- 9) Assurances
- 10) Indemnification
- 11) Legal identification & qualifications
- 12) References
- 13) E-Verification
- 14) Equal Opportunity Employment policy
- 15) Signed Conflict of Interest Affidavit
- 16) Signed Ethical Standards Affidavit
- 17) Most Recent Audit
- 18) Signed Debarment Form
- 19) Certification for MBE or WBE Contractor

In addition, the following issues need to be addressed:

Staffing and Supervision

Please indicate the management and supervision plan/ structure used by your company.

Specifically identify the person(s) who will work directly with FEC. Submit a resume of the person(s) who will serve as the contractors' representative and provide direct on-site supervision of the contractor's employees. The resume should clearly identify the qualifications of the person(s) and his/her experience in managing comparable contracts. Also provide a description of the duties of the supervisor to include the minimum number of hours the supervisor will be on site supervising work.

Describe your company's training program. Provide details regarding the training of personnel to ensure the efficient completion of assigned tasks. Describe your proposed staffing plan for FEC. This should include an organizational chart showing proposed staffing and supervision for FEC. Clearly identify the qualifications and criteria used to select employees and indicate the minimum requirements necessary to fill a vacancy. Also describe how vacancies will be handled in the event one or more persons call in sick or

terminate their employment. Finally, list your average employee turnover rates for full time and part time employees.

The proposal should include the following for the INTERNET ACCESS/WAN services:

- 1) Scope of Services to be provided under the Contract
- 2) Ability to meet specifications of project(s)
- 3) Personnel to be assigned to handle FEC matters (job description and experience)
- 4) Past experience and two references
- 5) Budget and payment requirements (for services and reasonable out of pocket expenses).

Failure to follow instructions will default the proposal as non-responsive. It is the responsibility of the Offeror to ensure that the Full Employment Council, Inc. receives the proposal by the date and time specified above.

Late proposals will not be considered and will be returned unopened.

IV. 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 signing agrees to abide by the Offeror assurance.

Dated this _____ day of _____, 20__.

Offeror's Firm Name

Signature of Offeror's Representative

Printed Name and Title of Individual Signing

V. OFFEROR'S ASSURANCES

If awarded, the applicant assures that:

- (1) It shall comply fully with non-discrimination equal opportunity provisions of the WIAO 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 internet/WAN services, 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 subrecipients shall not use funds provided through the contract 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 WIAO-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 the 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 Offeror 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 internet/WAN services, including Child Labor Internet/WAN services standards.

I am authorized by my Board of Directors, Trustees or other INTERNET ACCESS/WAN 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

ATTACHMENTS

ATTACHMENT A STATEMENT OF WORK

Current network

The MPLS system is comprised of 1 location with Fiber connections to ISP. The interconnections are then routed back to the 1740 Paseo Blvd. where there is a fiber circuit for Internet bound traffic through FEC's Firewall.

All Locations are currently managed by the vendor. We would like to continue forward with a managed solution. Current Internet service includes a 27 block of Public IP addresses that we are quickly running out. Due to the requirements for FEC to utilize the State of Missouri's CRM data base, fewest hops and lowest latency to reach this CRM is a factor.

All Internet Service Providers must submit a trace route from where handoff would occur for the 1740 Paseo Blvd address to this address: toolbox.ded.mo.gov.

Location	Transport	Bandwidth
1740 Paseo	Fiber	50 Mbps
1740 Paseo	MPLS	50 Mbps
Northland	MPLS	10 Mbps
East	MPLS	10 Mbps
South	MPLS	10 Mbps
Richmond	MPLS	10 Mbps
Platte	MPLS	10 Mbps

This is the current network. This is the minimum of what we are seeking in this RFP

While it would be ideal for all locations currently using Fiber transport to remain so, new service may be delivered using any combination of fiber, cable, metro ethernet, or other current technologies, provided that the handoff is standard ethernet, unless otherwise arranged at the FEC's discretion.

Desired bandwidths

100 Mbps or higher symmetrical Internet traffic, plus 100/20 Mbps or higher symmetrical

bandwidth for traffic between primary location and remote sites.

100 Mbps or higher

Main Office

Independence

South KC Office

20Mbps or higher

Richmond

Northland

Proposal Submissions

All vendor submissions must provide complete charges including build out costs and all recurring charges (ISP bandwidth as well as telco local loop or fiber management).

Vendors are invited to apply for each of the following separately or together in a comprehensive response:

- 1) Internet access for just the primary location
- 2) WAN access tying in all locations

All Internet responses must include routable IP subnets.

Priority will be given to transport technologies which allow for future growth without requiring additional build-out. Multiple-year contracts are desired, and contracts which have provisions for a limited number of renewals are acceptable.

Voluntary Walk Through

FEC will only conduct a voluntary walk-through of locations if requested by one of the respondents.

Location key, grouped by bandwidth desired

1. Central Main Office

1740 Paseo Boulevard
Kansas City, MO 64108

2. Northland KC Office

3100 NE 83rd Street, Suite 2800
Gladstone, MO 64119

3. Independence Office

15301 E. 23rd Street
Independence, MO 64055

4. South KC Office

6025 Prospect Avenue
Kansas City, Mo 64130

5. Platte Office

11724 NW Plaza Circle, Suite 500
Kansas City, MO 64153

6. Richmond Office

103 East North Main Street
Richmond, MO 64085

A. **Management and Qualifications**

1. Describe the internet access/WAN services which your firm could provide to FEC.

2. State the names of the partners and associates who would be assigned to FEC's account, the expected services to be provided and their resumes describing their anticipated commitments to other clients. Identify the principal in charge of the proposed FEC engagement, provide three client references relating to engagements similar to the one described in this RFP.

3. Describe your firm's experience related to the services to be provided in response to this RFP, including a brief summary of any notable transactions, issues and/or matters handled by your firm which you feel demonstrate the nature and extent of your firm's expertise, with specific emphasis on internet access/WAN expertise and services.

B. **Cost - Proposals shall include the following:**

Exemption from Federal Excise and Missouri Sales Taxes

FEC is exempt from Federal Excise Taxes and the MISSOURI Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State tax amounts. Offerors shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of FEC. Following the contract award, an exemption certificate will be furnished by FEC (at the Offeror's request).

PROPOSAL COVER SHEET
FEC – Internet Access/WAN Service

Name of Applicant (as in the Articles of Incorporation):

Address: _____

Contact Person & Title: _____

Telephone & Fax Number: _____

E-Mail Address: _____

Date/State of Incorporation: _____

The Proposal Cover Sheet should be filled out and submitted with the actual proposal, inclusive of the following items:

Attach following documents:

- Copy of Articles of Incorporation
- Signed and Dated Assurances
- Budget/Cost Information
- Most Recent Audit
- List of References with Telephone Numbers
- Certificate of Liability Insurance
- E-Verify
- Conflict of Interest
- Bid & Performance Bond

ATTACHMENT B
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).
- H. Provisions of Summer Youth Employment Opportunities: **Part of the objective of the Full Employment Council, Inc., fiscal agent for the KCV and EJAC Workforce Development Board, is to provide employment opportunities for FEC referred youth during the summer. At least one (1) youth shall be employed as a summer intern and referred and certified through FEC between the ages of 16-24 years of age.**

Dated this _____ day of _____, 20__.

Offeror's Firm Name

Signature of Offeror's Representative

Printed Name and Title of Individual Signing.

ATTACHMENT C
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 D
PROPOSAL COVER SHEET**

Internet/WAN Services

Name of Applicant <i>(as in the Articles of Incorporation):</i>	
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
- Most Recent Audit/Financial Statement
- E-Verification
- Certificate of Liability
- Diversity Profile (Employee Census)
- Proposed Subcontractor(s): _____

**ATTACHMENT E
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 Outsourcing 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 **Internet/WAN 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 F
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* _____

**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 charged 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 Partied 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.

**ATTACHMENT H
E-VERIFICATION**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contracting agency must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Workforce Development with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

Attachment H, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Attachment H, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division

- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Attachment H, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contracting agency who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
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