

## MID-AMERICA REGIONAL COUNCIL (MARC) and METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT

## ADDENDUM 1 - ISSUED JULY 18, 2025

The original RFP issued on July 1, 2025, has been revised. All clarification requests received by July 16, 2025 2:00 PM are addressed in this addendum. No additional clarification requests will be accepted.

The closing date and time remains the same. All proposals are due at 2PM Central Time, August 1, 2025. The addendum is available for download at <a href="https://www.marc.org/about-marc/funding-and-rfps">https://www.marc.org/about-marc/funding-and-rfps</a> and <a href="https://www.marc.org/about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-about-marc/funding-

All submissions must be delivered in sealed envelopes or containers to the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, Missouri 64105, Attn: Eric Winebrenner. Envelopes shall be labeled "Proposal for the MARRS Consultant Services Radio System Upgrade." Sealed packets may also be hand-delivered to the same address. Submissions must include a total of one (1) original signed and three (3) copies of submissions presented on 8½" x 11" paper in a 3-ring loose-leaf style binder or folder with company name clearly noted on the covers.

SECTION 1: DESCRIPTION OF PROJECT AND SERVICES REQUIRED - Subsection 2. Scope:

Q. Scope of Work - Are you seeking an independent radio consultant? The scope of designing, procuring, and installing new infrastructure equipment and dispatch center consoles seems to require the services of a vendor or radio shop, rather than a consultant.

A. MARRS is seeking an independent radio consultant. We are not looking at a complete system replacement, but rather an evaluation of our current system and future needs, including assisting with negotiations with an equipment vendor, as needed.

Q. MARC/MARRS refers to the requirement for a performance bond. Our experience is that performance bonds are not typically used for consultant engagements. Will MARC/MARRS reconsider this requirement?A. The requirement for bonds has been deleted. See revised Subsection 2. Scope below.

**DELETE** Subsection 2. Scope **ADD** – Revised Subsection 2. Scope

The MARRS Management Council requests a qualified firm to provide Public Safety Consultant Services to evaluate the current public safety radio system, recommend upgrades and design, oversee and manage the installations of any new infrastructure equipment and dispatch center consoles for the region that may be procured by MARRS. The successful respondent will coordinate a project kick-off meeting with MARRS to begin the appropriate procurement process planning. The chosen firm will attend and lead meetings, clarify any outstanding issues, and respond to any comments from the region and assist with negotiations with the MARRS selected radio equipment vendor.

Subsection 2. Evaluation criteria – **REVISED** to include cost proposal weight:

Criteria	Weight
Expertise, experience, qualifications, reputation, and location of the vendor in each discipline that may provide services relevant to the RFP. Expertise, past experience, and length of time the firm has been providing public safety services for the MARRS Management Council, state, or local government, or projects of similar size, scope, and features as those required in the Scope of Work.	50%
Experience with Similar Projects	20%
Cost proposal	20%
Professional References	10 %
TOTAL	100%

Q. Subsection 2. Scope - Proposed Work Plan, the RFP states: *"Propose a specific work plan reflecting dates on which key milestones will be met for each task of the project and the identification of deliverables"*. However, the RFP does not state the overall project objective or list key milestones. Should the respondent base these key milestones on their proposed work plan?

A. Respondent should base the key milestones on their proposed work plan. The successful respondent will first evaluate the system and make their recommendations for upgrades and assist with negotiations with the MARRS selected radio equipment vendor.

Q. Subsection 2. Scope - Pricing - The RFP is requesting detailed cost proposals, yet the scope of the project is not well defined. The RFP states that services will be provided "for evaluating the current public safety radio system and designing, procurement/bidding process, and installing new infrastructure equipment and dispatch center consoles for the region". However, MARRS is a very large system with several subsystems. The scope does not clarify what portions of MARRS are to be evaluated/upgraded nor what the scope or objective of the upgrade is. Can more details be provided as to the scope of this project, or is the project to be performed on a task order basis? A. All portions of the system should be evaluated for recommended upgrades. Although there are different owners, MARRS and radio owners are all on one system. Some radio owners may need one thing while others will not. That is the purpose of soliciting a consultant to evaluate and recommend upgrades. The MARRS system integrates across multiple jurisdictions and states within a single system.

Q. Subsection 3. – Paragrah 3.12 indicates that personnel qualifications (which are part of the selection process criteria) are defined in Section 1.0 Description of Project and Services Required, but I see no defined personnel qualifications. We are seeking definition of personnel qualifications to assure alignment.

A. Submittals will be evaluated on the personnel qualifications presented by the bidders (page 5 in Personnel section). There are no specific qualifications being sought in the RFP.

Q. How many tower sites and dispatch centers does MARRS have, if that information is readily available. What is the total number of current radio sites? We assume this would be the same as consoles sites.

A. There are currently 54 tower sites and 45 dispatch centers. The system is made up of multiple radio owners (counties and cities) as well as other cities that contract with those radio owners for services. Those other cities also purchase their own radios and dispatch consoles.

Q. Clarify if you current system is "P25"? If it is not, what platform is it? A. The current system is P25. Q. Is a "forklift" upgrade anticipated, including backhaul? A. No

Q. What backhaul is currently utilized?

A. Varies between fiber and microwave.

SECTION 3: SPECIAL CONDITIONS - GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

Subsection 1. INSURANCE - Delete section in its entirety. See Addendum 1 - Appendix E for required coverage limits.

Subsection 2. – BONDS – Delete section in its entirety. No payment or performance bonds are required.

Receipt of an addendum must be acknowledged by signing and returning the addendum with proposals. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals or returned with the proposal and received prior to closing time and date.

Offeror's (Company) Name

By:

Signature of Authorized Agent

Title

Address

Phone No

Fax No

Date

E-Mail Address

City/State/Zip

# ADDENDUM 1 –APPENDIX E MARC/MARRS PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT

## INDEMNIFICATION AND INSURANCE

The Contractor shall be required to maintain and carry in force, for the duration of the contract, or as otherwise set forth below, insurance coverage of the types and minimum liability as set forth below:

## PROFESSIONAL LIABILITY

\$10,000,000 Per Claim \$10,000,000 Aggregate

Covering negligent acts, errors and omissions in the performance of professional services performed by or on behalf of the Contractor as part of the Work. Coverage shall be maintained by Contractor for a period of three (3) years after completion of the Work.

## **COMMERCIAL GENERAL LIABILITY**

General Liability \$1,000,000 Per Occurrence \$2,000,000 Aggregate

MARC shall be added as an additional insured for all ongoing and completed operations. The coverage shall be primary and non-contributory with any other insurance maintained by or available to MARC.

## **AUTOMOBILE LIABILITY**

\$1,000,000 combined single limit per accident

Policy shall protect the contractor against claims for bodily injury and property damage arising out of the ownership or use of any owned, hired and non-owned vehicles. MARC shall be added as an additional insured. The coverage shall be primary and non-contributory with any other insurance maintained by or available to MARC.

## WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law.

The policy limits shall not be less than the following: Workers' Compensation: Statutory, as required by law

Employer's Liability: \$ 1,000,000 Each Accident \$ 1,000,000 Each Employee for bodily injury or disease

#### EXCESS LIABILITY:

\$5 million per occurrence\$5 million aggregate\$5 million products-completed operations aggregate limit

Coverage shall be excess to the commercial general liability, business automobile liability and employers' liability coverages referenced above. MARC shall be added as an additional insured for all ongoing and completed operations and the additional insured coverage shall not be more restrictive than that set forth above for the commercial general liability, automobile and employers' liability coverages above. The coverage shall be primary and non-contributory with any other insurance maintained by or available to MARC.

## **GENERAL REQUIREMENTS:**

Contractor shall provide evidence of such coverage to MARC through certificates of insurance reasonably acceptable to MARC The certificate holder on the Certificates of Insurance shall be shown as follows: Mid-America Regional Council, Attn: Eric Winebrenner/MARRS, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659.

On request, Contractor shall provide any requested insurance policies to MARC.

Contractor agrees to indemnify MARC/MARRS against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor or Contractor's sub- contractors, employees or agents. Contractor will require Sub-contractors to carry insurance with the limits set forth above for commercial general liability, auto liability and employers' liability, unless MARC authorizes lower limits in writing in advance. Further, any sub-contractors providing professional services shall be required to maintain professional liability coverage in reasonable amounts for their scope of work.

Before, entering in to a contract, the successful respondent shall have ten (10) calendar days from date of notice of award, to furnish a Certificate of Insurance verifying all the foregoing coverages and identifying MARC as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make MARC a partner or joint venture with the contractor in its operations hereunder.

The general liability, automobile liability and excess liability policies shall include a waiver of subrogation of the insurer's rights against MARC.

All policies required to be maintained by Contractor shall have an endorsement that, prior to any material change or cancellation, MARC will be given thirty (30) days advance notice by registered or electronic mail to the stated address of the certificate holder. Further, MARC will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate. In the event of an occurrence, it is further agreed that any insurance maintained by MARC shall apply in excess of and not contribute to the insurance provided by policies named in this contract.

The insurer shall be obligated to provide MARC a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify MARC, and to provide a legal defense for any and all claims arising out of the performance of this contract, whether the proper insurance is in effect or not.