
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

INVITATION FOR BID

BID #10-1036-23

MISCELLANEOUS THERMO KING PARTS

Date: June 22, 2010

Contact: Angela Wise
Buyer II

Telephone Number: 816-346-0283

FAX Number: 816-346-0345

E-Mail: awise@kcata.org

Date: June 22, 2010

Bid #10-1036-23

MISCELLANEOUS THERMO KING PARTS

NOTICE OF INVITATION FOR BIDS (IFB)

The Kansas City Area Transportation Authority (KCATA) is requesting bids from qualified firms to provide the KCATA Thermo King Parts. Part supplied to the KCATA will be original equipment manufacturer (OEM) parts or approved equals that comply with the OEM requirements on specifications and will not compromise any OEM warranties. For specifications on Thermo King HVAC System currently in service contact Tom Dennis at 816-346-0366. The term of the contract will be for five (5) years.

Bids must be received with all required submittals as stated in the IFB, no later than 10:00 am on August 5, 2010. Please reference IFB #10-1036-23 on the submittal cover. Bids received after time specified shall not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive. Bids submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this IFB:

Kansas City Area Transportation Authority
Attn: Angela Wise, Buyer II
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

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

A member of the Procurement Department will be on location in the Maintenance Conference Room at 1350 E 17th Street, thirty (30) minutes prior to bid closing time. Bidders are encouraged to provide themselves ample time to park and walk to the bid opening site.

For information regarding this bid, contact Tom Dennis at (816) 346-0366 or via e-mail at tdennis@kcata.org.

Etta J. Jackson
Director of Procurement

TABLE OF CONTENTS

	<u>Page #</u>
1. BID SCHEDULE	5
2. GENERAL PROVISIONS	6
3. BIDDING INFORMATION	7
A. Bidding Instructions	7
B. Bid Evaluation, Acceptance and Award	9
C. Required Documentation	12
4. ATTACHMENTS	
A. Sample Agreement/Contract Conditions	14
B. Bid Checklist Form	27
C. References Form	28
D. Bid Response Form (Parts D-1, D-2 and D-3)	29
E. Vendor Registration Form	32
F. Guidelines for Workforce Analysis/Workforce Analysis Report	36
G. Affidavit Regarding Employee Eligibility Verification	38
H. Certification of Debarment	39
I. Certification of Lobbying	40
J. Buy America Certification	41
K. Vendor List	42

NO BID REPLY FORM

BID #10-1036-23

MISCELLANEOUS THERMO KING PARTS

To assist KCATA in obtaining good competition on its Invitation for Bid, we ask that if you received an invitation but do not wish to bid, please state the reason(s) below and return this form to Angela Wise, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0336.

This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

___ 1. We do not wish to participate in the bidding process.

___ 2. We do not wish to bid under the terms and conditions of the Invitation for Bid document. Our objections are:

___ 3. We do not feel we can be competitive.

___ 4. We do not provide the services on which Bids are requested.

___ 5. Other: _____

___ We wish to remain on the Bidder's list for these services.

___ We wish to be removed from the Bidder's list for these services.

FIRM NAME

SIGNATURE

DATE

**SECTION 1
BIDDING SCHEDULE**

Bid Issue	June 22, 2010
Bid Closing	August 5, 2010
	10:00 am
Bid Opening	August 5, 2010
	10:10 am
	1350 E 17 th Street
	Maintenance Conference Room
Contract Award	October, 2010

SECTION II GENERAL PROVISIONS

- This bid is for a five-year contract to provide miscellaneous Thermo King Parts as described in section IV.
- The KCATA currently has 262 buses with Thermo King HVAC System.
- Parts will be ordered on an as needed basis.
- All parts provided must be new.
- All parts bid must be Thermo King Parts, unless otherwise identified, parts supplied to the KCATA will be original equipment manufacturer (OEM) parts as to not compromise any OEM warranties.
- Pricing must include delivery to KCATA, 1350 E. 17th Street, Kansas City, Missouri 64108.
- Deliveries shall be made between the hours of 7:00 AM to 3:30 PM Monday-Friday.
- Bidders are required to supply price for sample of items detailed on the bid response sheet D-3 as well as supply a percent of discount allowable from list price for additional Thermo King HVAC System parts purchased on an as needed basis.
- The percent of discount will remain firm during the contract period of five years.
- Bids will be evaluated based upon price quoted for sample items and the percent of discount allowed of price sheet stated by the vendor by each category listed.
- All Thermo King HVAC System parts listed must be bid.
- Vendor must supply a list of at least three (3) current customers who the KCATA may call as references (see attachment C)

SECTION III INFORMATION

A. BID INSTRUCTIONS

1. Bid.

The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.

2. Submittal.

- a. Bids shall be submitted on the Bid Response Form (Attachment D) provided. Bids submitted on any other form will be considered non-responsive and may be rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form.
- b. The Authority reserves the right to reject bids that alter the Bid Response Form or otherwise take exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternative; however the decision to accept or reject such alternative is entirely at the sole discretion of the Authority.

3. Communications.

In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded directly to Angela Wise, Buyer II.

4. Protests.

- a. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by KCATA for such administrative personnel.
- b. **Pre-Submittal.**
A pre-submittal protest is received prior to the bid due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days before the bid closing date.
- c. **Post-Submittal/Pre-Award.**
A post-submittal/pre-award protest is a protest against making an award and is received after receipt of bids but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the bid closing date.
- d. **Post-Award.**
Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- e. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement, the protester may appeal in writing to the KCATA General Manager within five (5) days from the date of the KCATA Director of Procurement’s response.
- f. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager’s response will be provided within ten (10) days after receipt of the request. The KCATA General Manager’s decision is final and no further action on the protest shall be taken by the KCATA.
- g. By written notice to all parties, the KCATA Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

- h. Bidders shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- i. An appeal to FTA must be received by FTA's regional office within five (5) days after the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

5. Bid Pricing.

- a. Bids shall be firm and final.
- b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
- f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
- h. The KCATA is exempt from payment of federal, state and local sales taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.

6. Omissions and Form of Contract

- a. 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 IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
- b. Form of Contract. A copy of the standard KCATA contract is attached to this IFB as Attachment A. The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with KCATA. It contains terms and conditions affecting the successful performance of the procurement. Bids shall not stipulate any conditions or exceptions to the bid package or addenda. The successful bidder will be expected to execute this contract.

7. Authorization to Bid.

- a. Sealed bids shall be signed by an authorized official and submitted to the Director of Procurement, Attn: Angela Wise, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. The bid number shall be clearly marked on the front of the return envelope.

- b. If an individual doing business under a fictitious name makes the bid, the bid shall so state. If the bid is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation, limited liability company or other legal entity makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

8. Submittal Deadline.

- a. Sealed bids will be received until the date and time specified for bid closing in Section I, "Bid Schedule". Bids received before the bid closing time will be kept securely sealed. Bids submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.
- b. At a time specified for bid opening, all bids properly received will be publicly opened and read aloud. Any bid received after this time will not be considered.

9. Incomplete Bid.

All documents that are required to be submitted with this Bid are listed on the Bid Checklist Form (Attachment B). The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.

10. Withdrawal of Bids.

- a. Bids may be withdrawn upon written request received by the KCATA before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
- b. No bids may be withdrawn for a period of ninety (90) days after the time set herein for the opening of bids.

11. Disclosure of Proprietary Information.

- a. A bidder 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 bids 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 in a different color paper than the paper which the remainder of the bid 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 Bidder.
- b. After either a contract is executed pursuant to this IFB, or all bids are rejected, the bids 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, the KCATA will notify the Bidder of the request and the Bidder 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 KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

B. BID EVALUATION, ACCEPTANCE AND AWARD

1. Bid Evaluation.

- a. It is the intent of the KCATA to award a contract to the responsive and responsible bidder whose bid conforming to this IFB, is the lowest in price. Factors such as discounts, transportation costs and life cycle costs will be considered in determining which bid is lowest in price.

- b. A responsible bidder possesses the ability to perform successfully under the terms and conditions of the proposed contract considering matters including Contractor integrity, record of past performance, and financial and technical resources.
- c. The low bidder will be required to demonstrate its ability to perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Doubt as to technical ability, productive capability, and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by KCATA.
- d. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.
- e. KCATA reserves the right to investigate the qualifications of all bidders under consideration to confirm any part of the information furnished by a bidder, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

2. Bid Acceptance.

Each bid is to be submitted with the understanding that the acceptance in writing by the KCATA of the bid to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the bidder and the KCATA which shall bind the bidder on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted bid and these conditions.

3. Single Bid.

In the event a single bid is received, KCATA may cancel the solicitation; change the requirements to allow for more bids; re-solicit bids, or evaluate the bid based on the established criteria.

4. Unbalanced Bid.

The Authority may determine that a bid is non-responsive if the prices proposed are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly less than cost or prices significantly overstated relative to cost.

5. Bid Award.

- a. The KCATA reserves the right to award to other than the low bidder and to award any or all items of the bid.
- b. In the case of multiple line items, the KCATA reserves the right to award the entire bid to one bidder, or to split the award of the items to multiple bidders.
- c. If awarded at all, the bid may be awarded to the bidder whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. The KCATA reserves the right to accept another bid, if it is in the best interest of the Authority. Conditional bids and any bid taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.

6. Purchase Order or Contract.

- a. Upon acceptance and award of a bid by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.
- b. The purchase order or contract shall be considered as made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri except those pertaining to conflicts of law.

7. Bidder's Responsibilities.

- a. By submitting a bid, the bidder represents that bidder has read and understands the IFB and the bid is made in accordance with the IFB; and
- b. By submitting a bid, the bidder represents that bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA.

8. Reservations.

This IFB does not commit KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure a contract for services. The KCATA reserves the right to waive informalities or irregularities in bids, and to reject any or all bids; to cancel this IFB in part or in its entirety, and to re-advertise for bid if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this IFB.

9. Debarment.

- a. The bidder shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs".
- b. The bidder agrees to refrain from awarding any subcontract 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.
- c. The bidder agrees to provide the KCATA 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.

10. Employee Eligibility Verification

- a. The bidder 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.
- b. The bidder 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).
- c. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.

11. Licenses and Permits.

- a. The bidder shall, without additional expense to KCTA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the work in this procurement.
- b. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

12. Lobbying.

- a. Pursuant to Public Law 104-65, the bidder is required to certify that no federal funds were used to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in the KCATA purchase order or the contract.
- b. Bidders who use non-federal funds for lobbying on behalf of specific projects or bids must submit disclosure documentation when these efforts are intended to influence the decisions of federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the bidder's first submission initiating the KCATA's consideration for a KCATA purchase order or the contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or 3) a change in the officer(s) or employee(s) or member(s) contacted to influence or attempt to influence a covered federal action.

- c. The bidder is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the federal money involved in the subcontract is \$100,000 or more. Any such disclosure forms received by the bidder must be forwarded to the KCATA.

C. REQUIRED DOCUMENTATION

The Bid Checklist Form (Attachment B) indicates forms and documents required for the submittal of this bid. The bidder is encouraged to read all forms carefully before signing.

1. References.

Bidders shall complete the References Form (Attachment C) indicating up to five (5) firms that represent work that is similar to this procurement. Include the company name, address, contact person, telephone number, contract amount, and length of contract (If applicable).

2. Vendor Registration Form.

All bidders doing business with the KCATA shall complete a Vendor Registration Form (Attachment E). However, bidders that have submitted an application within the past two years need not return this form. To verify your firm's mailing list status, contact the KCATA Procurement Department at (816) 346-0254.

3. Employee Eligibility Verification

- a. The bidder 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.
- b. The bidder 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).
- c. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.

4. Certification of Debarment.

All bidders, and their subcontractors if applicable, shall complete the Certification of Primary Participant Regarding Debarment Suspension and Other Responsibility Matters Form (Attachment F) certifying that they are not debarred, etc. from bidding on federal procurements. Reference Part C of this Section.

5. Certification of Lobbying.

All bidders, and their subcontractors, if possible, shall complete the Certification of Lobbying Form (Attachment G) when submitting bids for federal projects. Reference Part C of this Section.

6. Buy America Certification.

All bidders as applicable shall complete the appropriate part of the Buy America Certificate Form (Attachment H) shall certify that steel, iron, and manufactured products used in this project are produced in the United States, or if rolling stock, that the cost of the components is more than 60 percent of the total cost with final assembly taking place in the United States.

7. DBE Certification.

- a. The KCATA recognizes firms that have been certified as Disadvantaged Business Enterprises (DBEs) under the criteria established by the U. S. Department of Transportation's Regulations 49 C.F.R. Part 26. All bidders requesting to become certified Disadvantaged Business Enterprises with the KCATA must complete the proper paperwork and certifications.
- b. Contractors using DBE firms as subcontractors must submit a current certificate or letter of DBE certification from a DOT agency that certifies firms based on 49 C.F.R. Part 26.
- c. For information and the necessary forms for the certification process, please contact KCATA's DBE Manager at (816) 346-0224.

8. Affirmative Action Compliance.

- a. The Federal Transit Administration's (FTA) EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, Contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).
- b. Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:
 - (1) A copy of your firm's current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report; Form AA1, Part 2 (Attachment I-2). See Attachment I-1, Guidelines for Workforce Analysis Form (Form AA1, Part 1, Form EE0-1 may be substituted).
 - (2) Subject to approval by the KCATA, current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - (3) A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.
- c. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

9. Warranty.

The bidder shall describe its policy or warranty both on workmanship and material as applying to products supplied or services performed, along with the method of adjustment, and shall be further subject to warranty requirements of the KCATA as set forth in the KCATA purchase order or the contract. Bidder shall assume responsibility and warranty of materials and accessories used in the procurement, whether the bidder performs the same or purchased from an outside source.

10. Receipt of Addenda.

In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.

11. Other Documents.

Bidders shall submit any other documents necessary to complete this bid. This may include technical information or product brochures.

ATTACHMENT A.

**SAMPLE CONTRACT
BID #10-1036-23
FOR MISCELLANEOUS THERMO KING PARTS**

THIS CONTRACT, made and entered into as of the 1ST day of October 2010, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor/Consultant**), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor by KCATA in accordance with that certain bid submitted by the Contractor dated _____, a copy of which is attached hereto as Appendix E, and hereby incorporated herein by reference ("Bid").

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bid (IFB) solicited by the KCATA, dated June 22, 2010 entitled Miscellaneous Thermo King Parts (sometimes referred to as the "project", the "Project" or the "work"). The Contractor hereby agrees to provide miscellaneous Thermo King Parts for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for five (5) year(s) beginning January 1, 2011 and expiring on December 31, 2015. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided in the Contract.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance/delivery of the Services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Orders" as provided in this Contract. The funds to be paid the Contractor under this contract shall not to exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the cost page of the Contractor, a copy of which is attached hereto as Appendix C and hereby incorporated herein by reference ("Cost Page").

5. MISCELLANEOUS PROVISIONS.

The following Appendices are attached hereto and incorporated herein by reference as part of this Contract. This Contract and any amendments issued hereafter, constitute the entire Contract between the KCATA and the Contractor.

Appendix A. Contract Conditions; and
Appendix B. Scope of Services; and
Appendix C. Cost Page Submitted by Contractor

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and permitted assigns, executed this Agreement as of the day and year first above written.

(Contractor)

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By _____

By _____
Etta J. Jackson
Director of Procurement

Name: _____

Date _____

Title: _____

Date _____

CONTRACT CONDITIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, contract requirements and specifications; provided, however, that KCATA is under no duty to make such inspection, and no inspection so made shall relieve the Contractor from any obligation to furnish products, equipment or materials and workmanship in accordance with the instructions, contract requirements and specifications.

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

3. ASSIGNMENT

Contractor. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA thereto. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of any permitted assignee and their respective successors, permitted assigns and legal representatives.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" Section of this Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

5. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

6. CHANGES

KCATA at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this Agreement. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Agreement, whether changed or not changed by such order, an equitable adjustment in the Contract Sum shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

7. CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or the City of Kansas City, Missouri, may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.

- C. American with Disabilities Act.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. ADA Access Requirements (Amended April 2009).** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

8. DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs". The Contractor agrees to refrain from awarding any subcontract 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. The Contractor agrees to provide KCATA 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.

9. DELIVERY

Materials, products and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the

Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of products, equipment or materials under this Contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A.** This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 10.2 percent. A separate contract goal has not been established for this procurement.
- B.** This Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

11. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party Contractor, or any other party in connection with the performance of this Contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party Contractor, lessee, or other participant at any tier of the project.

12. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Contract shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the KCATA Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the KCATA General Manager, with a copy to the KCATA Director of Procurement. The determination of such appeal by the KCATA General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the KCATA Director of Procurement's decision.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. EMPLOYEE ELIGIBILITY VERIFICATION

To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect the employees working in connection with the contracted services. The Contractor 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). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers.

A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

14. EMPLOYEE PROTECTIONS

Seat Belt Use. In compliance with Federal Executive Order No. 13043, 23 U.S.C. Section 402 note, FTA encourages each third party Contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.

15. ENVIRONMENTAL

Clean Air. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42, U.S.C. § 7401 et seq. The Contractor agrees to report, and to require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

16. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

17. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (Amended April 2009)

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contract, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the federal government deems appropriate.

18. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri, except those pertaining to conflicts of laws. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this contract, respecting its alleged breach, shall be instituted only in the circuit court of Jackson County, Missouri.

19. HEADINGS

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

20. INSURANCE

The insurance required under the purchase order or contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation policies, shall name the KCATA, its commissioners, officers and employees as additional insureds. The policies shall provide coverage applicable to the operations of KCATA. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to the KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders Association Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

A. Contractual liability coverage is applicable.

B. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.**

Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

The requirements for insurance coverage are separate and independent of any other provision under the KCATA purchase order or the contract.

The requirements for insurance coverage are separate and independent of any other provision hereunder.

C. Worker's Compensation and Employers Liability:

Workers Compensation:	Statutory
Employer's Liability Limit:	Bodily Injury by Accident: \$500,000 each accident
	Bodily Injury by Disease: \$500,000 each employee
	Bodily Injury by Disease: \$500,000 policy limit

The Contractor and any subcontractor shall maintain adequate worker's compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly or related services in conjunction with this Contract.

D. Commercial General Liability

Bodily Injury and Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

E. Auto Liability:

Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA's premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

21. LIABILITY AND INDEMNIFICATION

- A. Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any products, equipment or materials provided or services rendered under this Contract.
- B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, officers and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Contract.
- C. Indemnification.** To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorneys' fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this Section, by an employee of Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA, or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services, under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

22. LICENSING, LAWS AND REGULATIONS

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.

The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental

No weapon, including firearms concealed or not, other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of Contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of Contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA in its sole discretion.

Any Contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

Any KCATA Contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

27. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Contract and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to the KCATA all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

28. REQUESTS FOR PAYMENT

Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of products, equipment, materials, work or services furnished. All invoices and correspondence shall reference KCATA's Purchase Order number. Separate invoices shall be submitted for each purchase order or work (task) order.

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section which shows current payment and cumulative. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of this Contract.

Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of products, equipment, materials or supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

29. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, any amounts owed by Contractor to KCATA, including amounts owed by Contractor pursuant to Contractor's obligation to indemnify KCATA against third party claims arising out of Contractor's performance of work under this Contract.

30. SEVERABILITY

If any clause or provision of this Contract is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

31. SUBCONTRACTORS

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed on an Appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA in its sole discretion. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Contract, or draw down on any letter of credit provided in lieu of retainage under this Contract. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

32. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the services under this Contract for the period of time that KCATA determines appropriate for the convenience of KCATA.

33. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS reporting purposes.

34. TERMINATION

- A. Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract. If the Contractor has any property in its possession or under its control belonging to the KCATA, the Contractor will account for same, and dispose of it in the manner the KCATA directs.
- B. Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate this Contract in accordance with other provisions of this Contract.
- C. Termination for Default [Breach or Cause].** If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after

setting up a new delivery or performance schedule, may allow the Contractor to continue the project, or treat the termination as a termination for convenience.

- D. Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- F. Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all work or services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

35. U.S. PRODUCT AND SERVICE PREFERENCE

Buy America. To the extent applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in this project are produced in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 C.F.R. 661.7. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Separate requirements for rolling stock are set out in 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. Part 611.11.

36. WARRANTY; WARRANTY OF TITLE

The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

37. GENERAL PROVISIONS

- A. No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

- E. Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.

- F. When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- G. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.

- H. Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

- I. Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

- J. Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

**ATTACHMENT B
BID CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Invitation for Bid (IFB).

Write “yes” on the blank space if you have included those items for submittal of your bid.

- _____ Contractor’s Relative Experience/Reference Form (Attachment C)
- _____ Bid Response Form (Attachment D)
- _____ Vendor Registration Form (Attachment E)
- _____ Work Force Analysis Report Form (Attachment F-2; Unless Already on File with KCATA)
- _____ Affidavit of Primary Participants Regarding Employee Eligibility Verification Form (Attachment G)
- _____ Certification of Debarment Form (Attachment H)
- _____ Certification of Lobbying Form (Attachment I)
- _____ Buy America Certification (Attachment J)
- _____ Vendor List (Attachment K; If Applicable)
- _____ Receipt of Addenda Form (if issued)

\\

**ATTACHMENT C
REFERENCES FORM**

Work accomplished by Contractor which best illustrates current qualifications relevant to this project:

1. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____
Email Address _____ Contract Date _____ to _____

2. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____
Email Address _____ Contract Date _____ to _____

3. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____
Email Address _____ Contract Date _____ to _____

4. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____
Email Address _____ Contract Date _____ to _____

5. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____
Email Address _____ Contract Date _____ to _____

NOTE: It is important that this sheet be completed and submitted with your bid. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

**ATTACHMENT D-1
BID RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Bid Number: 10-1036-23 Date of Issuance: June 22, 2010

For: Miscellaneous Thermo King Parts

KC_ATA Representative and Title: Angela Wise, Buyer II

Telephone # 816-346-0283 Fax # 816-346-0345 Email: awise@kcata.org

The undersigned, acting as an authorized agent or officer for the Bidder, do hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Bid and any subsequent Addenda. The bidder shall immediately notify the KCATA in the event of any change.
2. The pricing submitted shall remain fixed for the duration of this procurement.
3. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
4. Vendor will maintain an inventory or have adequate supply channels to provide delivery within thirty (30) days maximum.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

Name (Type/Print) _____ Telephone #/Fax # _____

The KCATA hereby accepts the offer submitted by your company in response to the Invitation for Bid and for the items listed.

_____ This award consummates the contract, which consists of (a) the Invitation for Bid - solicitation and your Bid Response Form - offer, and (b) this contract award. No further contractual document is necessary.

_____ A Contract will be issued which consists of (a) the Invitation for Bid - solicitation and your Bid Response Form - offer, and (b) the KCATA required terms and conditions as set forth in the Invitation for Bid documents.

A Notice to Proceed, as well as a Purchase Order, will be forthcoming under separate cover.

Authorized Signature for KCATA _____

Title _____ Date _____

**ATTACHMENT D-2
 BID RESPONSE FORM
 KANSAS CITY AREA TRANSPORTATION AUTHORITY
 BID #10-1036-23
 THERMO KING PARTS**

ITEM #	GENERAL PROVISIONS
1.	The following Thermo King Parts are intended to provide the bidder with a sampling of required parts for pricing only. KCATA may or may not purchase any or all parts listed.
2.	KCATA will receive s _____% off list price of Thermo King HVAC System Parts.
3.	The vendor will bid and provide current price list to the KCATA. Vendor agrees to provide the same discount throughout the 5-year contract period. As price list changes KCATA will receive notification and new lists.
4.	All parts bid must be Thermo King HVAC System parts, unless otherwise identified; parts supplied to the KCATA will be original equipment manufacturer (OEM) parts so not to compromise any OEM warranties.
5.	All bidders are requested to bid on only those parts listed. Award of a contract will be made on the total costs of parts listed on the bid form.
6.	The intent of this form is to give bidders an adequate sampling of Thermo King HVAC System parts for pricing.
7.	Freight is to be Prepaid and paid by the Vendor FOB, KCATA Central Receiving, 1350 East 17th Street, Kansas City, MO 64108.
8.	Please provide hours available for placing orders.
9.	Please explain core exchange process, freight and credits.

BUYER'S NAME Angela Wise TELEPHONE NUMBER (816) 346-0283

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the bid document and the attached specifications (if any).

COMPANY NAME (Type or Print) _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME (Type or Print) _____ TELEPHONE (_____) _____

NOTE: an authorized agent or office must sign The Bid Response Form or bid may be considered non-responsive.

**ATTACHMENT D-3
 BID RESPONSE FORM
 KANSAS CITY AREA TRANSPORTATION AUTHORITY
 BID #10-1036-23
 THERMO KING PARTS**

ITEM #	KCATA #	THERMO KING#	DESCRIPTION	EST YEARLY USAGE	UNIT PRICE	TOTAL
1	592495	44-5835	CONNECTOR W/PAC 2 PIN FEMALE	240		
2	610292	67-404	OIL TK SYNTHETIC COMPRESSOR	100		
3	610303	203-513	OIL COMPRESSOR R-134A SYSTEMS	40		
4	780620	77-1083	PLATE	10		
5	780636	33-1238	SEAL REAR	10		
6	780638	33-1285	SEAL FRONT	18		
7	780794	77-1457	HUB COND FAN	30		
8	780797	77-2589	COUPLING	26		
9	780807	66-202	VALVE RELIEF	22		
10	780809	66-4857	DEHYDRATOR	75		
11	780836	41-3987	SOLENOID STRT 24V CD INT GRD	50		
12	781043	77-1491	BEARING SPACER	9		
13	781044	77-1487	NUT RETAINER BEARING 4 CLUTCH	11		
14	781048	45-1227	FIELD ASSY 24V	6		
15	781049	77-1672	PULLEY 2 5V GROOVE	18		
16	781062	77-2519	BLOWER WHEELER ROADSIDE	6		
17	781066	44-4435	BRUSH SET OF 4 RTS GL'G	180		
18	781068	44-7476	THERMOSTAT RETURN AIR ELEC GLG	4		
19	781085	22-751	CRANKSHAFT SEAL S S TK COMP	3		
20	781098	77-1721	FIELD CLUTCH GILLIG	8		
21	781105	107-192	CLUTCH DRIVE REPAIR KIT GILLIG	10		
22	781110	66-2122	VALVE EPR GL'G	2		
23	781141	41-2098	BOARD P/C CONTROLLER	2		
24	781148	61-600	DEHYDRATOR S BUS	120		
25	781156	44-7291	ARMATURE	4		
26	781157	44-7238	BRUSH HOLDER W/LEADS 9300	5		
27	781160	33-1087	SEAL	40		
28	781178	41-3132	CHIP CLIMATE CNTRL GL'G S BUS	2		
29	781183	60-302	WATER VALVE REPAIR KIT	14		
30	781188	41-2268	SWITCH HOT GAS BYPASS 400 PSI	3		
31	781218	67-1211	CONDENSER COIL GL'G LO FLOOR	4		
32	781300	41-4486	SWITCH A/C HIGH PRESSURE GL'G	4		
33	781307	44-9923	DISCHARGE VALVE ASSY HVAC	3		
34	781308	41-4558	SWITCH LPCO HAVAC	5		
				GRAND TOTAL		

COMPANY NAME (Type or Print) _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME (Type or Print) _____ TELEPHONE (_____) _____



Attachment E Vendor Registration Application

REVISION INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form in its entirety and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	

Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	

Business Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other (Explain) _____	
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	

Annual Gross Receipts:	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$ 500,000	<input type="checkbox"/> \$500,000 to 1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than 10 Million

Standard Invoice Terms:	Due Days	Discount Days	Percent

Identify the goods or services you are interested in providing to KCATA:

NAICS CODE(S):		SIC CODE(S):	
NAICS CODE(S):		SIC CODE(S):	

Identify number of personnel employed by the company in the following categories:							
Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)	
1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?					<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<p>Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26</p> <p>For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.</p>							
<p>WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States.</p>							
<p>CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.</p>							
Signature			Date				
Printed Name			Title				
<p>Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org</p>							

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION CERTIFICATION PROCESS**

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with the KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include the following documents to the KCATA's Procurement Office:

1. A written Affirmative Action plan in accordance with the following list of component parts.
 - Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;
 - Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;
 - An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
 - Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
 - An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
 - All data submitted must reflect current year figures.
2. In lieu of an Affirmative Action Plan, a current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.
3. A current Workforce Analysis Form (enclosed).
4. A formal request for exemption from #1 and #2 above, if your firm has twenty-five (25) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE Officer, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

**ATTACHEMENT F
GUIDELINES FOR WORKFORCE ANALYSIS**

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
	Male	Female	Male						Female						
			White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment			<input type="checkbox"/> Other	

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

**ATTACHMENT G
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity 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).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

**ATTACHMENT H
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____
_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

Signature and Title of Authorized Official

Date

**ATTACHMENT I
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Contractor) that:

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT J
BUY AMERICA CERTIFICATION FORM**

**For Steel or Manufactured Products
Other Than Rolling Stock**

CERTIFICATION OF COMPLIANCE WITH SECTION 165(B)(3)

Section A. To be completed for Certification of Buy America Compliance:

The bidder hereby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.11.

Signature: _____

Title: _____

Date: _____

Section B. To be completed when applying for exemption status:

The bidder hereby certifies that it cannot comply with the requirement of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Signature: _____

Title: _____

Date: _____

**ATTACHMENT K
CONTRACTOR LIST
BID #10-1036-23
MISCELLANEOUS THERMO KING PARTS**

CSTK – Kansas City
400 Shawnee Avenue
Kansas City, KS 66105
John Russell
jrussell@cstk.com
913-233-7241
913-371-4929

GILLIG
Mark Roth
Parts Sales Representative
25864 Clawiter Rd.
Hayward, CA. 94545
Phone: 877-264-4700
FAX: 510-887-0981
Mark.Roth@gillig.com

MCI Service Parts, Inc.
Jeralyn J Schumacher
Pricing and Bid Manager
847-285-2387 ph
502-318-8152 fx
jeralyn.schumacher@mcicoach.com

Midwest Bus, Inc.
1930 W. Stewart Street
Owosso, Mi. 48867
Tom Runyan
tomr@midwestbus.com
800-627-6627 Ext 886
989-725-5404

NORTH AMERICAN BUS IND
1275 S. HOUK ROAD
DELAWARE, OH, 43015
RICH RUNYON
BIDS@NABIUSA.COM
888-333-6224
800-794-9799

Neopart, LLC
5051 Horseshoe Pike
Honey Brook, PA 19344
Jenny Pursel
Marketing Supervisor
Phone: 800.827.9287 ext. 169
Fax: 610.273.2773
jennyp@neopart.com

New Flyer Industries Canada ULC
25 DeBaets Street
Winnipeg, Manitoba R2J 4G5
Contact – Bernice Rempel
Bernice_rempel@newflyer.com
Phone – 800-665-2637
Fax – 800-745-5368

Orion Parts Division
Michelle A Jester. Contract Administrator
165 Base Road
Oriskany, NY 13424
Phone (315)223-4415
Toll Free (800)786-8099
Fax (800)211-3760
Mail to: Michelle.Jester@DCBUSNA.com

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