



1350 E. 17th Street, Kansas City, Mo. 64108

Phone: (816) 346-0366 Fax: (816) 346-0345

RFQ # 11-4002-26

April 29, 2011

Extermination and Pest Control Services

The Kansas City Area Transportation Authority (KCATA) requests your quotation for extermination and pest control services on a monthly basis at KCATA central service complex.

Communication: Any questions concerning this RFQ should be directed to Tom Dennis at 816-346-0366, tdennis@kcata.org or FAX 816-346-0345.

Submittal of Quotations: Your written quotation must be received no later than 2:00 pm, May 11, 2011 via fax or email to Tom Dennis-Buyer II, at 816-346-0345 or email to tdennis@kcata.org.

Type of Contract: KCATA contemplates award of a firm fixed price contract.

Period of Performance: Five year contract beginning June 1, 2011 and expiring on May 31, 2016

Basis for Award: Contract award, if any, will be made to the responsive and responsible vendor quoting the lowest price/cost that meets the KCATA's requirements. Any such award will be made within 30 days after receipt of the quote.

Minimum Acceptance Period: Thirty (30) calendar days.

Reservations: KCATA reserves the right to waive informalities or irregularities in quotes, to reject any or all quotes; to cancel this RFQ in part or in its entirety.

Split Award: *(If applicable)* KCATA reserves the right to split the bid and award to bidders on an item by item basis. Any bid that is submitted on an "All or Nothing" basis should be marked as such.

Tax Exempt Status: The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. All discounts should be reflected in the quote. By submission of quote, the bidder certifies that none of the taxes as to which the Authority is exempt, are included in its bid price(s).

Note to Vendors: Please be advised that all vendors and contractors doing business with KCATA, or who may do business with KCATA, must be registered in the KCATA Vendor Registration System before they can be awarded a contract. If you have not registered, please do
RFQ # 11-5021-26 Extermination and Pest Control Services
April 29, 2011

so at the Doing Business tab of www.kcata.org. Please be aware that it is the vendor's responsibility to register and update all information at www.kcata.org.

Contractors doing business with KCATA must certify that they are enrolled in and are participating in a federal work authorization program (i.e., Department of Homeland Security's E-Verify Program). You may wish to visit the World Wide Web and search these links for guidance in obtaining e-verification information if you are unfamiliar with the process:

www.https://e-verify.uscis.gov/emp or www.dhs.gov/E-Verify.

Attachment A
GENERAL PROVISIONS/TECHNICAL SPECIFICATIONS
RFQ # 11-4002-26
Extermination and Pest Control Services

A. GENERAL PROVISIONS

1. This bid is for a contract to provide extermination / pest control services beginning June 1, 2011 and expiring May 31, 2016.
2. All bidders shall demonstrate previous extermination / pest control experience at a minimum of 3 years, and provide at least three (3) references.

B. TECHNICAL SPECIFICATIONS

The following are minimum specifications the successful contractor must comply with. The contractor must also comply with all applicable standards, orders, or requirements issued pursuant to Federal, State, and Locals Statute Regulations regarding extermination and pest control.

1. Specification for Extermination/Pest Control at Central Services Complex.

Extermination on a periodic basis, one application per month, at the KCATA Central Service Complex, headquartered at 1350 E. 17th Street, and 1200 E. 18th Street, Kansas City, MO. 64108.

Building designation, size, and location are listed below: Table 1

<u>BUILDING NO.</u>	<u>SQUARE FT.</u>	<u>ADDRESS</u>
I – Offices/Maintenance	111,484	1350 E. 17 th St.
II – Office/garage	163,880	1350 E. 17 th St.
III – Office/Maintenance	39,924	1200 E. 18 th St.
III-A - Offices	20,000	1200 E. 18 th St.
IV-Farebox Island	400	1350 E. 17 th St.
V - Main Guard Station	100	1350 E. 17 th St.

Extermination service is to include the application of the appropriate products and traps, etc. required to eradicate all pest/rodents such as crawling insects, spiders, roaches, flies, rats, mice, etc. with exception to termites, pharaoh ants, and carpenter

ants. The products used shall be of low odor to humans and have a low mammalian toxicity.

Treatment is to be on a monthly basis applied on a Saturday, final schedule to be negotiated at time of contract award.

Contractor will furnish all specimen labels and MSDS for all products used and complaint forms for the KCATA employee's to report complaints of insects, roaches, mice and other similar pests.

Exterminator is to be responsible for care, handling, and disposal of all chemicals used in the extermination process. No chemicals will be stored or disposed of on KCATA property.

NOTE: Buildings found to have active pests, after routine monthly application will receive additional treatment within 24 hours of notification to contractor at no additional cost to KCATA. Contractor must guarantee elimination of pests after completion of scheduled treatment.

Contractor is to notify the Plant Manager or Facilities Supervisor of the schedule for facility application 72 hours in advance to allow for security schedule to be adjusted accordingly. The contractor will not be allowed in secured areas of the facility without the escort of a security officer.

Contractor will be given access for remote locations

The chemical application by the contractor shall not leave the appearance of a stain or residue on baseboards, coving, carpet, etc.

Contractor shall supply bait stations throughout areas described in table 1 of this section and other locations as directed by KCATA.

Upon request the vendor shall provide up to three (3) optional treatments annually.

Contractor will furnish and maintain, replace sticky boards and clean, ultraviolet traps that is compatible with office environments, such as the Gilbert 2000 GT Flying Venus wall scone flytrap. Color to be selected by user department.

B. Special Provisions

Copies of valid City Occupational License and State Commercial Applications License must be submitted with bid.

The following must also be submitted with bid:

- a. “Specimen Labels” must be furnished with the bid for each and every agent to be used within the scope of work.
- b. Two (2) copies of Material Safety Data Sheet for each chemical or product used must also be furnished with the bid. (Ref. U.S. Dept. of Labor – Occupational Safety & Health Administration; Form OMB No. 44-R1387; Form OSHA-20).
- c. Exterminator is to be responsible for care, handling, and disposal of all chemicals used in the extermination process. No chemical will be stored or disposed of on KCATA property.
- d. Placards are to be posted in close proximity to all apparatus placed or installed on the property identifying the presence of rodent pest traps, bait stations, etc.
- e. Warranty: The contractor shall warrant that the exterminator/pest control services provided by the contractor under this contract shall be adequate and effective to completely eradicate active pests from the central service complex. It shall be the responsibility of the contractor to make as many applications as necessary each month to ensure complete control of pest problems on KCATA facilities.

Attachment B-1
Quotation/Award/Contract

Quotation Number: 11-4002-26 Date Issued: April 29, 2011
For: Extermination and Pest Control Services

Item No.	Service Location	Unit Price YR 1	Total Amount YR 1
1.	Cost per application to Building I Offices and Maintenance Located at 1350 E. 17 th Street (Monthly- 12)	\$_____	\$_____
2.	Cost per application to Building II offices and Garages Located at 350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
3.	Cost per application to Building III Office and Maintenance Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
4.	Cost per application to Building III-A Breen Offices Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
5.	Cost per application to Building IV Farebox Island Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
6.	Cost per application to Building V Guard Station Located to 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____

YEARLY TOTAL \$_____

7. Indicate the type of product and equipment to be used for the service:

a. Ultraviolet fly traps:

Unit Price per month: \$_____

b. Bait Stations: _____

Unit price: \$_____

Company Name _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

Name (Type/Print) _____

Attachment B-2
Quotation/Award/Contract

Quotation Number: 11-4002-26_____Date Issued: April 29, 2011

For: Extermination and Pest Control Services_____

Item No.	Service Location	Unit Price YR 2	Total Amount YR 2
1.	Cost per application to Building I Offices and Maintenance Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
2.	Cost per application to Building II offices and Garages Located at 350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
3.	Cost per application to Building III Office and Maintenance Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
4.	Cost per application to Building III-A Breen Offices Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
5.	Cost per application to Building IV Farebox Island Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
6.	Cost per application to Building V Guard Station Located to 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____

YEARLY TOTAL \$_____

7. Indicate the type of product and equipment to be used for the service:

a. Ultraviolet fly traps:

Unit Price per month: \$_____

b. Bait Stations: _____

Unit price: \$_____

Company Name_____Date_____

Address/City/State/Zip_____

Authorized Signature_____Title_____

Name (Type/Print)_____

Attachment B-3
Quotation/Award/Contract

Quotation Number: 11-4002-26_____Date Issued: April 29, 2011

For: Extermination and Pest Control Services_____

Item No.	Service Locations	Unit Price YR 3	Total Amount YR 3
1.	Cost per application to Building I Offices and Maintenance Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
2.	Cost per application to Building II offices and Garages Located at 350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
3.	Cost per application to Building III Office and Maintenance Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
4.	Cost per application to Building III-A Breen Offices Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
5.	Cost per application to Building IV Farebox Island Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
6.	Cost per application to Building V Guard Station Located to 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____

YEARLY TOTAL \$_____

7. Indicate the type of product and equipment to be used for the service:

a. Ultraviolet fly traps:

Unit Price per month: \$_____

b. Bait Stations: _____

Unit price: \$_____

Company Name_____Date_____

Address/City/State/Zip_____

Authorized Signature_____Title_____

Name (Type/Print)_____

Attachment B-4
Quotation/Award/Contract

Quotation Number: 11-4002-26_____Date Issued: April 29, 2011

For: Extermination and Pest Control Services_____

Item No.	Service Locations	Unit Price YR 4	Total Amount YR 4
1.	Cost per application to Building I Offices and Maintenance Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
2.	Cost per application to Building II offices and Garages Located at 350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
3.	Cost per application to Building III Office and Maintenance Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
4.	Cost per application to Building III-A Breen Offices Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
5.	Cost per application to Building IV Farebox Island Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
6.	Cost per application to Building V Guard Station Located to 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____

YEARLY TOTAL \$_____

7. Indicate the type of product and equipment to be used for the service:

a. Ultraviolet fly traps:

Unit Price per month: \$_____

b. Bait Stations: _____

Unit price: \$_____

Company Name_____Date_____

Address/City/State/Zip_____

Authorized Signature_____Title_____

Name (Type/Print)_____

Attachment B-5
Quotation/Award/Contract

Quotation Number: 11-4002-26_____Date Issued: April 29, 2011

For: Extermination and Pest Control Services_____

Item No.	Service Location	Unit Price YR 5	Total Amount YR 5
1.	Cost per application to Building I Offices and Maintenance Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
2.	Cost per application to Building II offices and Garages Located at 350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
3.	Cost per application to Building III Office and Maintenance Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
4.	Cost per application to Building III-A Breen Offices Located at 1200 E. 18 th Street (Monthly – 12)	\$_____	\$_____
5.	Cost per application to Building IV Farebox Island Located at 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____
6.	Cost per application to Building V Guard Station Located to 1350 E. 17 th Street (Monthly – 12)	\$_____	\$_____

YEARLY TOTAL \$_____

7. Indicate the type of product and equipment to be used for the service:

a. Ultraviolet fly traps:

Unit Price per month: \$_____

b. Bait Stations: _____

Unit price: \$_____

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

1. The quote submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Quotation and any subsequent Addenda.
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 ordered based on the unit rates quoted.
4. By furnishing and delivering all items ordered or by performing all services ordered Contractor accepts all of the terms and conditions specified herein.

Attachment B-5 (Continued)
Quotation/Award/Contract

Company Name _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

Name (Type/Print) _____ Telephone # _____

E-Mail _____ Fax# _____

Solicitation Award Information

KCATA's order and Contractor's acceptance will consummate the contract which includes (a) this award, (b) the solicitation and Contractor's quotation and (c) such provisions, representatives and certifications as are attached or incorporated herein by reference.

The total amount of this award is \$_____.

Authorized Signature for KCATA _____

Title Director of Procurement Date _____

**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 _____

NOTE: It is important that this sheet be completed and submitted with your bid. Failure to provide the above information in

Attachment D
Affidavit of Primary Participants
Compliance with Section 285.500 RSMO, ET SEQ.
Regarding Employee 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 E
Kansas City Area Transportation Authority
Small Purchase Terms & 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 Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, equipment or materials and workmanship in accordance with the instructions, contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of KCATA.

2. 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.

1. 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.
2. 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. 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

3. CONTRACTOR’S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail that goes to make any services, products, equipment or materials complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor’s or subcontractor’s own specifications. The Contractor shall assume responsibility for all products, equipment, materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor’s company.

4. 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 third party Contractor, lessee, or other participant at any tier of the project.

5. DEBARMENT AND SUSPENSION

For any transaction of \$25,000 and above, Contractor must disclose to KCATA any debarment and/or suspension.

6. EMPLOYEE ELIGIBILITY VERIFICATION

A. 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.

- B.** 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.

7. 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.

8. FEDERAL LAWS

The following federal laws apply to construction contracts greater than \$2,000;

- (a) **Copeland Act.** The Contractor shall comply with the requirements of the Copeland Act in 29 CFR Part 3, which are incorporated by reference in this contract.
- (b) **Davis-Bacon and Related Acts.** The Contractor agrees to comply with all terms and conditions, rulings, and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5. Such terms and conditions, and rulings, and interpretations are incorporated by reference into this contract.

9. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

10. 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.

11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in

FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

12. INSURANCE

- A. The insurance required under the 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.
- B. 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:
 - 1. Contractual liability coverage is applicable.
 - 2. 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.**
 - a. 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.
 - b. 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.

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

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.

F. Professional Liability Insurance:

Professional Liability Limit: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain Professional Liability Insurance Covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Contract.

13. 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.** Contractor shall indemnify and hold harmless KCATA, its commissioners, officers and employees from and against all claims, losses, damages, suits, liens and liability of every kind including any and all expenses arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, agents or anyone directly or indirectly employed by any of them in performing work under this contract.

14. LICENSING, LAWS AND REGULATIONS

- A.** 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.
- 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 but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

15. PROHIBITED WEAPONS AND MATERIALS

- A.** Missouri Revised Statutes, Section 571.107 (R.S. Mo. § 571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.
- B.** 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.
- C.** 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.

- D. 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.
- E. 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.

16. RECORD RETENTION AND ACCESS

- A. 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.
- B. 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.
- C. 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.

17. 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.
- 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. Thereafter, KCATA may complete the project in question by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA.
- D. **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.

- E. 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.

18. WARRANTY OF WORK/MATERIALS/TITLE

Contractor warrants that for a period of one (1) year (or for such longer period as prescribed by the specifications or commercially offered by the manufacturer or contractor) following first use of the goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and services are suited for the particular purpose(s) intended and are of merchantable quality. Contractor further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interest or other encumbrances. Contractor agrees that if the goods or services are not as warranted, contractor will promptly cure the defect at Contractor's sole costs and expense.

End of Terms and Conditions