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**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**Procurement Department**  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108

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**INVITATION FOR BID**

**BID #11-7022-36**

**LANDSCAPING AT VARIOUS LOCATIONS  
LOCATED IN THE KANSAS CITY AREA**

- **General maintenance of flower and shrub beds**
- **Replacement of annual flowers**
- **Perennial flowers**
- **Mowing**

Date: September 13, 2011

Contact: Angela Wise, Buyer II

Telephone Number: (816) 346-0283

FAX Number: (816) 346-0345

E-Mail: [awise@kcata.org](mailto:awise@kcata.org)

September 13, 2011

**Bid # 11-7022-36**

**Landscaping at Various Locations**

**NOTICE OF INVITATION FOR BIDS (IFB)**

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting bids from qualified firms to provide landscaping at various locations. The term of the contract will be for five years.

Landscape areas include: 10<sup>th</sup> & Main Transit Center, 3<sup>rd</sup> & Grand, 43<sup>rd</sup> & Main, 51<sup>st</sup> & Brookside, Gregory & Wornall, North Linwood & Main, South Linwood & Main, 3100 Troost, 3109 Harrison, 9401 Troost, central facility located at 1200 E. 18<sup>th</sup> street, 75<sup>th</sup> & Prospect, and 45 Streetscape locations along the Troost BRT route. Landscaping services include removing and disposing of all old flowers and damaged shrubs, replacement of annual flowers three times per year, flower and shrub beds serviced nine times per year.

Bids must be received with all required submittals as stated in the IFB, no later than 1:00 pm CST on October 12, 2011. Please reference IFB #11-7022-36 on the submittal cover. Bids received after time specified shall not be opened or considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be opened or considered. 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 17<sup>th</sup> 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.

It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. For this project, a goal of 12% participation by Disadvantaged Business Enterprises (DBEs) has been established. DBE firms are encouraged to submit bids as Prime Contractors or Subcontractors. To be eligible, a firm must 1) be certified as a DBE under U.S. Department of Transportation's guidelines found in 49 CFR Part 26; and 2) hold a current, valid certification from a member of the Missouri Regional Certification Committee (MRCC) Unified Certification Program.

A pre-bid meeting, including a tour of sites, will be held on Thursday, September 22, 2011 at 1:00 pm in the conference room at 1350 E 17<sup>th</sup> Street Bldg. 2, Kansas City, MO 64108. Notify Angela Wise by Monday, September 19, 2011 if attending pre-bid meeting. Email Angela at [awise@kcata.org](mailto:awise@kcata.org) or phone (816) 346-0283.

A member of the Procurement Department will be on location in the conference room at 1350 E 17<sup>th</sup> Street, Bldg 2, thirty (30) minutes prior to bid closing time. Bidders are encouraged to provide ample time to park and walk to the bid opening site.

For information regarding this bid, contact Angela Wise at (816) 346-0283 phone, (816) 346-0345 fax or email at [awise@kcata.org](mailto:awise@kcata.org).

Copies of the IFB may be downloaded at [http://www.kcata.org/about\\_kcata/entries/current\\_opportunities/](http://www.kcata.org/about_kcata/entries/current_opportunities/).

Etta J. Jackson  
Director of Procurement

LANDSCAPING AT VARIOUS LOCATIONS

TABLE OF CONTENTS

	<u>Page #</u>
1. BID SCHEDULE	5
2. GENERAL PROVISIONS/TECHNICAL SPECIFICATIONS	6
A. Scope of Work	6
B. Technical Specifications	6
3. BIDDING INFORMATION	9
A. Bidding Instructions	9
B. Bid Evaluation, Acceptance and Award	14
C. Required Documentation	16
4. ATTACHMENTS	
A. Sample Agreement/Contract Conditions	18
B. Bid Checklist Form	33
C. References Form	34
D. Bid Response Form (Parts D-1, D-2 and D-3)	35
E. Vendor Registration Form	38
F. Guidelines for Workforce Analysis/Workforce Analysis Report	42
G. Affidavit Regarding Employee Eligibility Verification	44
H. Certification of Debarment	46
I. Certification of Lobbying	48
J. Vendor List	50

**NO BID REPLY FORM**

**BID #11-7022-36**

**FOR LANDSCAPING AT VARIOUS LOCATIONS**

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 17<sup>th</sup> 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:

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\_\_\_ 3. We do not feel we can be competitive.

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\_\_\_ 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

**BID #11-7022-36**

**FOR LANDSCAPING AT VARIOUS LOCATIONS**

**SECTION 1  
BIDDING SCHEDULE**

Bid Issue	September 13, 2011
Pre-Bid Conference: Including a bus tour of service sites	
A. Location	Training Bldg Conf Room 1350 E 17 <sup>th</sup> Street Bldg 2
B. Date & Time	September 22, 2011 1:00 PM
Deadline for Bidder Questions, Requests for Clarifications, and Approved Equals	September 30, 2011 2:30 PM
Deadline for KCATA's Response to Bidders Questions, Requests for Clarification	October 5, 2011
Bid Closing	October 12, 2011 1:00 pm
Bid Opening	
A. Location	Training Bldg Conf Room 1350 E 17 <sup>th</sup> Street Bldg 2
B. Date & Time	October 12, 2011 1:15 pm
Contract Award	November, 2011

**SECTION II  
GENERAL PROVISIONS**

**A, SCOPE OF WORK**

1. The intent of this scope of work is to give the contractor the information needed to provide the KCATA with a professional landscape service for the maintenance of all shrub and flowerbeds. All perennials, trees and shrubs will have a one year warranty.
2. A Pre-Bid Conference including a bus tour of service sites will be held on Thursday, September 22, 2011 at 1:00 pm. Notify Angela Wise by Monday, September 19 2011, if attending pre-bid meeting and bus tour. Email Angela at [awise@kcata.org](mailto:awise@kcata.org) or 816-346-0283.
3. The contractor shall supply all materials and labor within scope of work as solicited by the KCATA. The contractor agrees to provide the work as described for the sum as quoted in the contractor's proposal. All quantities are estimates and may change during the course of the contract.
4. The contractor will provide a written landscape plan for the 10<sup>th</sup> & Main Transit center and the central complex at 1200 E. 18<sup>th</sup> Street. This plan will be submitted to the Director of Plant Management for approval no later than January 31<sup>st</sup> of each contract year. This plan will document all suggested types of flowers, including recommended planting times and sizes of plants, and where they are to be planted in the spring, summer, and fall program.
5. Services: The contractor shall perform the following services, which include removing and disposing of all old flowers and damaged shrubs. The annual flowers will be replaced three times per year, spring, summer and fall. The contractor will service the flower and shrub beds once per month, beginning March 1 through November 30<sup>th</sup>. Monthly service would include weeding and fertilizing in all shrub and flowerbeds and replacing mulch as needed or as requested by the KCATA. All landscape beds will be maintained as weed free, via manually, or chemically, using per-emergent and/or broadleaf spectrum. A minimum of nine services per year shall be required, to obtain weed free results. All perennials and shrubs shall have a one year warranty.
6. Service Type:
  - Type 1: Replacement of annual flowers and general maintenance.
  - Type 2: Weeding, fertilizing and general maintenance of flowers and shrub beds.
  - Type 3: General maintenance of flowers, shrubs, and shrub beds on an as needed basis.
  - Type 4: Mowing as described in Technical Specification B, 1 paragraph 4
  - Type 5: Perennial flowers as requested
7. Service locations: The areas to be serviced are the plant and shrub beds at the 10<sup>th</sup> & Main Transit Center, 3<sup>rd</sup> & Grand, 43<sup>rd</sup> & Main, 51<sup>st</sup> & Brookside, Gregory & Wornall, North Linwood & Main, South Linwood & Main, 3100 Troost, 3109 Harrison, and 9401 Troost. The central facility located at 1200 E. 18<sup>th</sup> street, KCMO, 75<sup>th</sup> & Prospect, and 45 Streetscape locations along the Troost BRT route, and other tasks per work order on a time and material basis as quoted on the attached bid document.

**B. TECHNICAL SPECIFICATIONS**

1. Quantities: All quantities are estimates and may change during the course of the contract.
2. Requirements: Spring and summer flowers such as violets, salvia, geraniums, begonia, impatiens and vencia will be planted in soil prepared with topsoil, peat moss, and compost at a depth of 6", to allow proper root development. Sections of the central complex are and should continue to be planted in a non-bio-degradable pot, sized to individual plant needs. Mums will be installed after the removal of annual flowers, with no soil preparation unless needed. Spring bulbs will be planted after fall mums have stopped blooming, but before the ground surface has a chance to freeze. Mums will be removed prior to planting bulbs unless otherwise advised. A fertilizer mix of osmocote/ 13-13-13 will be added to soil for season long nutrition. Any plants or planting material may be substituted with prior approval.

All landscape and flower beds will have a natural edge dug out around them at a depth of 2-3", so that a clean and crisp look is obtained, and all mulch will be confined. Mulch will be installed at a minimum depth of 1" to established flower and shrub beds. Pine bark mulch will be used and absolutely no pallet mulch or rotten mulch may be allowed.

All shrubs will be trimmed and/or pruned to provide for the health and vigor of plant, and create a manicured look of all landscape areas. All trimmings must be removed from property, and disposed of legally at the contractor's expense.

Mowing at specified locations will be of good quality, with all structures neatly trimmed. Trash and fallen branches shall be picked up prior to mowing. Sidewalks will be swept or blown free of clippings after each mowing. Edgings shall be included with regular mowing in addition to regular string trimming. Pattern mowing will be utilized to increase appeal of the lawn and to reduce soil compaction. Grass height shall be 2.5 inches until mid summer, when it will be raised to 3 inches to reduce heat stress. Lawn chemical and weed control programs shall be limited unless otherwise directed by the KCATA.

The contractor shall provide a monthly schedule of maintenance/upkeep on a prearranged work and a notification of completed on as need work.

3. Personnel: Contractor shall employ on the various premises only persons skilled in the work assigned to them. All contractor personnel shall display identification of the contractor at all times.
4. Storage: There is no appropriate storage area within any of the service locations for landscape and or maintenance equipment. Absolutely no storage of pesticides and/or fertilizer for any length of time.
5. Bid Requirement:
  - a. Mulch to be priced at per cubic yard.
  - b. All annual flowers are to be prices per sq. ft.
  - c. Shrubs to be priced at a per gallon size
  - d. Show per visit charge for pesticides.
  - e. If fertilizer is not included in planting fee, show per yard price
  - f. 10<sup>th</sup> & Main : Approximately 2,250 square feet of planting area at the 10<sup>th</sup> & Main Transit Center
    1. Red Carpet Roses at 2 gallon size
    2. Sweet spire at 2 gallon size
    3. Purple Fountain grass at 1 gallon size
    4. All Annual Flowers at per square foot price
    5. Pine bark mulch at per cubic yard price
  - g. Type of service – 10<sup>th</sup> & Main
    1. Type 1 – three times a year – spring; summer; and fall for replacement of annual flowers and general maintenance
    2. Type 2 – six times per year for weeding, fertilizing and general maintenance of flowers & shrubs
  - h. Central Facility – 1200 E. 18<sup>th</sup> Street
    1. Giant reed grass at 1 gallon size
    2. Lime mound spirea 15” to 18” size
    3. Junipers of various varieties 15” to 18” size
    4. Gold flame spirea 15” to 18” size
    5. Wards or Hick yews 15” to 18” size
    6. To be replaced on an as needed basis
      1. Annual flowers at per square foot price
      2. Pine bark mulch at per cubic yard price
    7. Perennials as requested.
  - i. Type of Service – 1200 E 18<sup>th</sup> Street
    1. Type 1, three times per year: spring; summer; and fall for replacement of annual flowers and general maintenance.
    2. Type 2, six times per year for weeding, fertilizing and general maintenance of flowers and shrub beds.
    3. Type 3, general maintenance of flowers, shrubs, and shrub beds on an as needed basis.
  - j. Shrubs installed at 75<sup>th</sup> & Prospect

1. Junipers chinensis sea green – 5 gallon
  2. Henery Garnet Virginias Sweet Spire – 5 gallon
  3. Dwarf fountain grass – 5 gallon
  4. Abbottswood Cinquefoil – 5 gallon
  5. Plants are to be replaced at this location on an as needed basis.
  6. Mulch to be used at this location is pine bark on a per cubic yard price or approved equal.
- k. Type of Service - 75<sup>th</sup> & Prospect
1. Type 2 maintenance six times per year for weeding, fertilizing and general maintenance of shrub beds.
- l. Main Street BRT locations: 3<sup>rd</sup> & Grand, 43<sup>rd</sup> & Main, 51<sup>st</sup> & Brookside, Wornall & Gregory, North Linwood & Main, and South Linwood & Main,
1. Type 3, general maintenance of flowers, shrubs, and shrub beds on an as needed basis.
- m. Location 9401 Troost
1. Type 2 – estimated eight times per year for weeding, fertilizing and general maintenance of flowers & shrubs
  2. Type 4 – Mowing of above areas not to exceed 18 cuts per season unless otherwise directed by KCATA, mowing as described in Technical Specification B, 1 paragraph 4.
- n. Locations: 3100 Troost, and 3109 Harrison, which have Native grass to be cut only as directed by KCATA.
1. Type 2 – estimated eight times per year for weeding, fertilizing and general maintenance of flowers & shrubs
  2. Type 4 – Mowing of above areas not to exceed 1 cut per season unless otherwise directed by KCATA, mowing as described in Technical Specification B, 1 paragraph 4.
- o. Troost BRT Streetscape and 45 Troost BRT route locations size is approximately 4 foot by 8 foot (Spring & Fall two (2) times per year or as requested)
1. Remove weeds, litter and debris from beds.
  2. Add mulch to maintain 3-4” min. depth
  3. Replace dead plant material if needed to fill in bare spots
  4. Cut and remove top growth of perennials and ornamental grasses before new green growth appears
  5. Apply pre-emergent herbicide in Spring
  6. Inspect for pests and disease – report findings to KCATA



## 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 may be considered non-responsive and therefore 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 (one original and two copies) 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.

## **12. Disadvantaged Business Enterprise (DBE) Requirements**

- a. For this project, a goal of 12% DBE participation has been established. DBE firms are encouraged to submit bids as Prime Contractors or Subcontractors.
- b. To be eligible a firm must 1) be certified as a DBE under U. S. Department of Transportation's guidelines found in 49 CFR Part 26; and 2) hold a current, valid certification from a member of the Missouri Regional Certification Committee (MRCCC). A database of certified firms may be found at [www.modot.mo.gov/ecr/index.htm](http://www.modot.mo.gov/ecr/index.htm).

- c. Contractors not meeting the established DBE goal on this project must provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.
- d. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
  - 1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow DBE firms to participate effectively.
  - 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.
  - 3. Sent written notices, by certified mail or facsimile, to qualified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
  - 4. Attempted to identify portions of the work for qualified DBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those DBE contractors identified by the MRCC listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
  - 5. Requested assistance in achieving the goals from KCATA and acted on the KCATA's recommendations.
  - 6. Conferred with qualified DBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
  - 7. Attempted to negotiate in good faith with qualified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
    - a. Names, addresses and telephone numbers of DBEs that were contacted and date of contact;
    - b. The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them;
    - c. The reasons no agreement was reached with any DBE, including the basis for any Bid rejection (i.e., availability, price, qualifications or other);
    - d. Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

e. **DBE Participation Credit**

- 1. The following shall be credited towards achieving the goals, except as provided herein:
  - a. The total contract dollar amount that a qualified DBE Prime Contractor earns for its portion of work done on the contract that is done by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program.
  - b. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
  - c. Subcontractor participation with a lower tier DBE subcontractor; and
  - d. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.

2. No credit, however, will be given for the following:
  - a. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
  - b. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
  - c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
  - d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

f. **Requests for Subcontractor Modification or Replacement.**

1. Prior to an award of a negotiated procurement and once a contract has been awarded, Contractor may not substitute, delete or terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
2. Written consent of termination may be given if the Contractor has demonstrated good cause. Good cause includes the following circumstances.
  - a) The listed DBE subcontractor fails or refuses to execute a written contract; or
  - b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
  - c) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
  - d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
  - e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
  - f) The DBE subcontractor is not a responsible contractor; or
  - g) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
  - h) The listed DBE is ineligible to receive DBE credit for the type of work required;
  - i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - j) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

## **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. 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.

### **4. 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.

### **5. 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.

### **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. Licenses and Permits.**

- a. The bidder 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 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.

## **11. 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 previously submitted an application 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. 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 Denise Bradshaw at (816) 346-0224.



## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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 #11-7022-36**

**FOR LANDSCAPING AT VARIOUS LOCATIONS**

**THIS CONTRACT**, made and entered into as of the 1<sup>st</sup> day of January 2012, 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 as an independent 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 September 13, 2011 entitled Landscaping at Various Locations (sometimes referred to as the "project", the "Project" or the "work"). The Contractor hereby agrees to provide Landscaping at Various Locations 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 year(s) beginning January 1, 2012 and expiring on December 31, 2016. 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 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; and
- Appendix D. Key Personnel and Approved Subcontractors.

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. 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.

### 2. ASSIGNMENT

**A. 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.

### 3. 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.

### 4. BREACH OF CONTRACT; REMEDIES

**A.** 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.

**B.** 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.

### 5. 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, 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.

### 6. 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 (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.

## **7. CONFLICTS OF INTEREST**

The Contractor certifies that it has no known activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor’s objectivity in supplying products, equipment or materials, or in performing work, under this Contract.

## **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. 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 12 percent. A separate contract goal of 12% DBE participation has 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)).

- C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA. In addition, the Contractor may not hold retainage from its subcontractors.
- D. Requests for Subcontractor Modification or Replacement.
1. Once a contract has been awarded, Contractor may not substitute, delete or terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
  2. Written consent of termination may be given if the Contractor has demonstrated good cause. Good cause includes the following circumstances.
    - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
    - b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
    - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
    - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
    - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
    - f. The DBE subcontractor is not a responsible contractor; or
    - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
    - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
    - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
    - j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
  3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
  4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

## 10. 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.

## 11. DISPUTE RESOLUTION

- A. 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.
- B. 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.

## 12. 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.

## 13. EMPLOYEE PROTECTIONS

- A. **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.

## 14. EMPLOYEE PROTECTIONS (Contract Work Hours and Safety Standards Act)

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work under this Contract which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph A of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph A of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph B of this section.

- D. **Safety Standards.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- E. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs A through D of this section.

## 15. 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.

## 16. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. 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.
- B. 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.

## 17. 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.

## 18. 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.

## 19. INDEPENDENT CONTRACTOR

- A. The parties hereto agree that the Contractor is an independent Contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the Services under this Contract in an orderly, timely, and efficient manner, consistent with professional skill, care and the orderly progress of the Project.

## 20. INSURANCE

- A. 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.

**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 employees 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.

**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.**

1. 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.
2. 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.
3. 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.
4. 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.



## **26. 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.

## **27. 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.

## **28. REQUESTS FOR PAYMENT**

- A.** 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.
- B.** 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.

- C. 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.
- D. 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**

- A. **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.
- B. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete contract. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
  - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  - 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  - 3. The following provisions if included in this Contract:
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Clean Air
    - Clean Air Requirements for Transit Operations
    - Clean Water
    - Debarment and Suspension
    - DBE
    - Disclaimer of Federal Government Obligations or Liability
    - Dispute Resolution
    - Employee Eligibility Verification
    - Employee Protections
    - Federal Changes

Fraud and False or Fraudulent Statements or Related Acts  
Governing Law: Choice of Judicial Forum  
Headings  
Independent Contractor  
Insurance  
Liability and Indemnification  
Lobbying Restrictions  
Notification and Communication  
Prohibited Interests  
Prohibited Weapons and Materials  
Record Retention and Access  
Recovered Materials  
Requests for Payment  
Right to Offset  
Severability  
Suspension of Work  
Taxpayer Identification Number (TIN)  
Termination  
General Provisions

The Contractor will take such action with respect to any subcontractor or procurements as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

### **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].**

1. 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.

2. 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. UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

**A. Notification of Delays.** The Contractor shall notify the KCATA Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.

**B. Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the KCATA Director of Procurement to make a decision on any request for extension. The KCATA Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The KCATA Director of Procurement shall notify the Contractor of its decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

### 36. 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 (Primary and Lower-Tier) Form (Attachment G)
- \_\_\_\_\_ Certification of Debarment (Primary and Lower-Tier) Form (Attachment H)
- \_\_\_\_\_ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment I)
- \_\_\_\_\_ Receipt of Addenda Form (if issued)
- \_\_\_\_\_ Audited Financial Statements for Past Two Years (upon request)

**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: 11-7022-36 Date of Issuance: September 13, 2011

For: Landscaping at Various :Locations

KCATA Representative and Title: Angela G. 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 # \_\_\_\_\_

\*\*\*\*\*

**ATTACHMENT D-2  
 BID RESPONSE FORM  
 KANSAS CITY AREA TRANSPORTATION AUTHORITY  
 BID #11-7022-36  
 LANDSCAPING AT VARIOUS LOCATIONS**

<b>PLANTS &amp; FLOWERS</b>	<b>Qty</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Spring Annual Flowers at per square foot price	1800					
Summer Annual Flowers at per square foot price	1800					
Fall Annual Flowers at per square foot price	1800					
Red Carpet Roses at 2 gallon size	45					
Sweet spire at 2 gallon size	30					
Lime mound spirea 15" to 18" size	20					
Junipers of various varieties 15" to 18" size	30					
Gold flame spirea 15"-18" size	20					
Wards or Hick yews 15" to 18" size	30					
Junipers chinensis sea green – 5 gallon	30					
Henery Garnet Virginias Sweet Spire – 5 gallon	15					
Abbotswood Cinquefoil – 5 gallon	20					
Dwarf fountain grass – 5 gallon	50					
Giant reed grass at 1 gallon size	50					
Purple Fountain grass at 1 gallon size	50					
Pine bark mulch at per cubic yard price	15					
Perennial Flowers as requested		\$2,000	\$2,250	\$2,500	\$2,750	\$3,000
Total for Plants & Flowers						

**ATTACHMENT D-3  
 BID RESPONSE FORM  
 KANSAS CITY AREA TRANSPORTATION AUTHORITY  
 BID #11-7022-36  
 LANDSCAPING AT VARIOUS LOCATIONS**

SERVICES	Qty	Year 1	Year 2	Year 3	Year 4	Year 5
10th & Main						
Type 1	3					
Type 2	6					
1200 E 18th Street						
Type 1	3					
Type 2	6					
Type 3	6					
75th & Prospect						
Type 2	6					
7 Main Street BRT Locations						
Type 3	6					
9401 Troost						
Type 2	8					
Type 4	18					
3100 Troost & 3109 Harrison						
Type 2	16					
Type 4	2					
Troost BRT Streetscape and 45 additional locations						
Remove weeds, litter and debris from beds.	92					
Add mulch to maintain 3-4" min. depth	92					
Replace dead plant material if needed to fill in bare spots	92					
Cut and remove top growth of perennials and ornamental grasses	92					
Apply pre-emergent herbicide in Spring	92					
Inspect for pests and disease – report findings to KCATA	92					
<b>Snow Removal &amp; Storm Clean Up</b>		\$17,000	\$19,000	\$21,000	\$23,000	\$24,000
<b>Total Services</b>						



## 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](http://www.kcata.org).

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

<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>		<b>Fax:</b>	
<b>State:</b>	<b>Zip:</b>	<b>Comments:</b>	

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

<b>Annual Gross Receipts:</b>	<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

<b>Standard Invoice Terms:</b>	<b>Due Days</b>	<b>Discount Days</b>	<b>Percent</b>

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

--

<b>NAICS CODE(S):</b>		<b>SIC CODE(S):</b>	
<b>NAICS CODE(S):</b>		<b>SIC CODE(S):</b>	

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><b>Definition of Disadvantaged Business Enterprise:</b> 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 <a href="mailto:dbradshaw@kcata.org">dbradshaw@kcata.org</a>.</p>							
<p><b>WORKER ELIGIBILITY AFFIDAVIT:</b> 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><b>CERTIFICATION:</b> 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: <a href="mailto:proc@kcata.org">proc@kcata.org</a></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 17<sup>th</sup> 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															
<b>TYPE OF BUSINESS</b>	<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-1  
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 G-2  
AFFIDAVIT OF LOWER-TIER 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-1  
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 H-2  
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) \_\_\_\_\_, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

**THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER 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-1  
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 I-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ (Name and Title of Grantee Official or Potential Subcontractor Under a Major Third Party Contract), hereby certify on behalf of \_\_\_\_\_ (Name of Grantee or Potential Subcontractor) 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**  
**VENDOR LIST**  
**BID #11-7022-36**  
**Landscaping at Various Locations**

Affordable Lawn Care  
Raymond Davis  
PO Box 9842  
KC MO 64134  
816-765-5296  
[affordablelawn@affordablelawncarekc.com](mailto:affordablelawn@affordablelawncarekc.com)

American Gardenscapes, Inc.  
Kimberly Kindred  
8005 Summit  
KC MO 64114  
816-822-0030  
[agscapes@earthlink.net](mailto:agscapes@earthlink.net)

Ashley's Janitorial Services, Inc  
Kenneth Ashley  
7530 Troost  
KC MO 64131  
816-842-7991  
[ashleysjanitorial@sbcglobal.net](mailto:ashleysjanitorial@sbcglobal.net)

Audrie Seeley & Company  
Audrie Seeley  
9300 Holmes  
KC MO 64131  
816-361-0011  
[seely@kc.rr.com](mailto:seely@kc.rr.com)

Booney's Lawn Service  
Henry Calhoun  
6401 Freeman  
KC MO 66102  
816-223-5283  
[dbbrcalhoun@yahoo.com](mailto:dbbrcalhoun@yahoo.com)

DuPree Landscaping  
Lonnie DuPree  
12711 S Constance St  
Olathe, KS 66062  
913-397-8248  
[Lonnie.dupree@yahoo.com](mailto:Lonnie.dupree@yahoo.com)

Hermes Landscaping  
Eric Hessler  
12421 Santa Fe Trail Dr.  
Lenexa KS 66215  
913-888-2414  
[ehessler@hermeslandscaping.com](mailto:ehessler@hermeslandscaping.com)

Kut Klose Lawn and Landscaping  
Toyia Murrell  
5108 Prospect  
KC MO 64130  
816-204-4630  
[toyiamurrell@yahoo.com](mailto:toyiamurrell@yahoo.com)

Landmasters Landscape  
Jesus Serrata  
5320 Hilltop Drive  
Shawnee, KS 66226  
913-667-3382  
[ldmasters@sbcglobal.net](mailto:ldmasters@sbcglobal.net)

Landworks of Kansas Inc  
Courtney Welch  
9317 Wooden Road  
Edwardsville, KS 66111  
913-422-9300  
[cwelch@landworks-inc.com](mailto:cwelch@landworks-inc.com)

MCM Milling, LLC  
Kevin Miller  
200 S Jenna Ct  
Independence, MO 64056  
816-252-5137  
[Mcm5151@sbcglobal.net](mailto:Mcm5151@sbcglobal.net)

Mike's Lawn Care  
Michael Vaughns  
7904 E 117<sup>th</sup> Terr  
KC MO 64134  
816+-763-9424  
[mpvaughns2@cs.com](mailto:mpvaughns2@cs.com)

PDQ Lawn Service  
David Little  
9620 Wornall  
Kansas City, Missouri 64114  
816-523-2289  
[dlittle@pdqlawn.com](mailto:dlittle@pdqlawn.com)

Personal Touch Lawn Service  
Emmanuel Holmes  
8736 Cleveland Avenue  
KC KS 66109  
816-713-5796  
[Personaltouch\\_lawnservice@yahoo.com](mailto:Personaltouch_lawnservice@yahoo.com)

Premier Lawn, LLC  
Andre Reliford  
1514 Colt Circle  
Raymore, MO 64083  
816-582-1159  
[andrereeliford@yahoo.com](mailto:andrereeliford@yahoo.com)

Satellite Janitorial  
Winford Hurd  
6500 Troost Ave  
KC MO 64131  
816-231-3710  
[steijan@swbell.net](mailto:steijan@swbell.net)

Service, Inc  
Tyrone Satterfield  
5255 Lawn  
KC MO 64130  
816-517-1159  
[Calltyrone20@yahoo.com](mailto:Calltyrone20@yahoo.com)

Services, LLC  
Uthman Baker  
1406 NW Foxboro Road  
Blue Springs, MO 64015  
816-935-5509  
[uthmanbaker@gmail.com](mailto:uthmanbaker@gmail.com)

Smith & Sons Lawn  
Angela Smith  
4010 Truman Road  
KC MO 64127  
816-241-3808  
[angelarsmith@sbcglobal.net](mailto:angelarsmith@sbcglobal.net)

The Lawn Firm, LLC  
Felecia Moore  
13101 Corrington Avenue  
Grandview, MO 64030  
816-765-3704  
[lynn@kc.rr.com](mailto:lynn@kc.rr.com)

Total Sodding and Seeding  
Martin Randolph  
PO BOX 746  
Belton MO 64012  
816-779-1102  
[totalsod@sbcglobal.net](mailto:totalsod@sbcglobal.net)