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

Invitation For Bids

Bid No. 16-7029-25

Point to Point Fiber Connection

Date: November 22, 2016

Contact: Julie Lombard

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Email: JLombard@KCATA.org

Bid #16-7029-25
Point to Point Fiber Connection

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. Kansas City Area Transportation Authority (KCATA) requests quotes from qualified vendors to provide for the addition of new network connectivity (hereafter referred to as “Fiber Connection”) between the KCATA offices in Kansas City, Missouri and Olathe, Kansas. This network connectivity will be used to support expansion of the KCATA computer network and phone system, which includes back-up, failover, disaster recovery, management, and fault tolerance as specified in Section 2 “Scope of Work”.

Summary/Objective:

1. This network connectivity will be used to support expansion of the KCATA computer network and phone system, which includes back-up, failover, disaster recovery, management, and fault tolerance.
2. The Fiber Connection is a part of the KCATA initiative to rapidly innovate while both reinventing itself and greatly redefining public transportation in the Kansas City metropolitan area.
3. KCATA desires to purchase the Fiber Connection from a single contractor who shall furnish all equipment and services required to perform the complete set-up, deployment, and implementation of the Fiber Connection as described in this IFB.
4. The Fiber Connection shall include the complete implementation and configuration of all applicable software, hardware, monitoring, back-up, replication, fault tolerance, disaster recovery, management, licensing, and related systems.

Site Visits:

Bidders are encouraged, but not required, to attend a site visit at KCATA as well as at the Johnson County Nolte Center to inspect the sites where the fiber connectivity is required. Bidders desiring to participate in the site visits shall meet at the Lobby located at the **KCATA Breen Building, 1200 18th Street, Kansas City, MO 64108** on **Tuesday, November 29, 2016, beginning promptly at 1:00 p.m.** Bidders may inspect the site location up until 1:30 p.m. KCATA Technical staff will be on hand to answer questions pertaining to the technical aspects of the Fiber Connection requirements of the IFB.

After conclusion of this site location visit, bidders are encouraged to visit the site location at the **Nolte Center, 1701 West 56 Highway, Olathe, Kansas 66061** where another inspection is provided starting promptly at 2:15 p.m. Bidder may inspect this site location up until 2:45 p.m. Again, KCATA Technical staff will be on hand to answer questions pertaining to the technical aspects of the Fiber Connection requirements as it pertains to that location.

The purpose of the site visit is to provide bidders an opportunity to inspect, examine, and assess the general existing conditions and factors of the site locations that may affect the performance of the services required in IFB.

- a. This review shall include the following items with the resulting information to be considered within the Bidder’s bid response:

- Whether the last mile of the Fiber Connection will utilize overhead lines, such as utility poles, or will the Fiber Connection be buried underground in conduit.
- Where the Fiber Connection will enter the site building. Contractor may use current photos, Google Aerial, and Google Street Maps to show the KCATA site, KCATA building, and to clearly denote the entrance.
- The external Fiber Connection path while on KCATA property and site.
- The Fiber Connection path within the KCATA site, from the entrance of the site building to the termination point within the KCATA building “computer room”.
- The Fiber Connection termination location within the KCATA building “computer room”.

Note: Bidders are responsible for providing their own respective transportation and are encouraged to attend the review of both site locations.

The bidder is strongly encouraged to advise the Purchasing Department, as soon as possible prior to the site visit of any special accommodations needed for disabled personnel who will be attending the site visit so that these accommodations can be made.

Bid Questions/Comments:

Any questions, comments or requests for clarification are due from bidders by **November 30, 2016 by 2:00 p.m. Central Standard Time** and must be submitted in writing to **Julie Lombard, Senior Buyer**, at JLombard@KCATA.org and will anticipate having an answer by close of business **December 5, 2016**. If required, KCATA’s response to these submissions will be in the form of an Addendum.

Bid Closing and Submission:

Bids must be received with all required submittals as stated in the IFB, no later than **2:00 p.m. on December 14, 2016**. Bids received after time specified shall not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Bids submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this IFB:

Kansas City Area Transportation Authority
Shipping and Receiving Department
Attn: Julie Lombard, Procurement
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a bid shall constitute a firm offer to the KCATA for ninety (90) days from the date of IFB closing.

Denise Adams
Senior Manager of Procurement

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NO BID REPLY FORM

**BID # 16-7029-25
Point to Point Fiber Connection**

To assist us in obtaining good competition on our Invitation For Bids, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Bid #16-7029-25" on the outside of the envelope.

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

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

____ 1. We do not wish to participate in the bid process.

____ 2. We do not wish to propose under the terms and conditions of the Invitation For Bid document. Our objections are:

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

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

____ 5. Other: _____

____ We wish to remain on the Bidders' list for these services.

____ We wish to be removed from the Bidders' list for these services.

FIRM NAME

SIGNATURE

SECTION 1

BID SCHEDULE

IFB Issued/Advertised	11/22/2016
Site Visits Time: 1:00 p.m. Location: KCATA Breen Building, 1200 18 th Street, Kansas City, MO 64108 Time: 2:15 p.m. Location: Nolte Center, 1701 West 56 Highway, Olathe, Kansas 66061	11/29/2016
Deadline for Bidder Questions, Comments, & Requests for Clarification	11/30/2016
KCATA Response to Questions	12/2/2016
Bid Closing Location: 1350 E 17 th Street, KCMO 64108	12/14/2016
Contract Award (Anticipated)	1/25/2017

SECTION 2

SCOPE OF WORK

1. Purpose and Background Information:

- A. The Kansas City Area Transportation Authority (KCATA) is the regional public transit provider in the metropolitan area. KCATA is requesting bids for the addition of new network connectivity (hereafter referred to as “Fiber Connection”) between the KCATA offices in Kansas City, Missouri and Olathe, Kansas. This network connectivity will be used to support expansion of the KCATA computer network and phone system, which includes back-up, failover, disaster recovery, management, and fault tolerance.
 - 1) The Fiber Connection is a part of the KCATA initiative to rapidly innovate while both reinventing itself and greatly redefining public transportation in the Kansas City metropolitan area.
- B. KCATA desires to purchase the Fiber Connection from a single contractor, who owns all of the actual fiber to be used for the Fiber Connection, who shall furnish all equipment and services required to perform the complete set-up, deployment, and implementation of the Fiber Connection as described in this IFB. The Fiber Connection shall contain only fiber (“fiber optic” cable) and be in a dedicated, isolated, and point-to-point configuration.
- C. The Fiber Connection shall include the complete implementation and configuration of all applicable software, hardware, monitoring, back-up, replication, fault tolerance, disaster recovery, management, licensing, and related systems.
- D. The contractor shall be responsible for provision of, and 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 documentation, if required, of the materials or services required in this procurement.
- E. Contractor shall install the new Fiber Connection in parallel with the current KCATA computer network and phone system, and at no time shall the operation or installation of the new Fiber Connection interfere with KCATA’s current and ongoing operations.
- F. Contractor shall assume complete responsibility for the engineering, installation, optimization, performance, access, fail-over, disaster recovery, fault tolerance, back-ups, and related testing based upon the performance specifications and the features contained in this IFB. Contractor shall propose a complete and fully operational Fiber Connection that meets or exceeds the specifications in this IFB to the satisfaction of the KCATA.
- G. Contractor shall be responsible for the full implementation of the Fiber Connection including but not limited to performance, a guarantee of capabilities and functionality, installation of the any applicable hardware and software, optimization of the Fiber Connection infrastructure, and the training of KCATA staff as applicable and designated by the KCATA.
- H. Contractor shall be responsible for meeting, or exceeding if necessary to remedy interferences issues to the satisfaction of KCATA, all Federal Communications Commission (FCC) requirements regarding radio frequency spectrum interference caused by the Fiber Connection and related equipment and systems.
- I. Contractor shall provide a long term, sustainable, and scalable long term Fiber Connection solution.

- J. The contractor must provide any materials, equipment, products, additions, and services necessary to enable for the successful operation of the fiber connection according to all mandatory technical and performance specifications presented herein at no additional cost to KCATA. Unless stated within Attachment B pricing tables, the KCATA shall not pay nor be liable for any other additional costs. KCATA shall assume that absolutely no other fees or charges will be assessed to the KCATA whatsoever in connection with the provision of the Fiber Connection and to satisfy the IFB requirements.

2. Term:

The term of this agreement shall be for a period of three (3) years from date of contract award. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term”.

3. Standards of Work:

- A. The applicable sections or portions of the standards, regulations, and codes of the entities listed below shall apply to Contractor for the equipment and site preparation and for the installation, operation, maintenance, and service of the Fiber Connection by Contractor.
- 1) American National Standards Institute (ANSI)
 - 2) Electronics Industries Association (EIA)
 - 3) Federal Communications Commission (FCC)
 - 4) Institute of Electrical and Electronics Engineers (IEEE)
 - 5) National Electronic Manufactures Assoc. (NEMA)
 - 6) National Electric Code (NEC)
 - 7) Occupational Safety and Health Act (OSHA)
 - 8) Telecommunications Industry Association (TIA)
 - 9) Underwriters Laboratories (UL)
 - 10) European Telecommunications Standards Institute (ETSI)
 - 11) Any applicable state or local ordinances and building, fire, and zoning codes
- B. In the event that the requirements of the standards, regulations, or codes differ, the most stringent shall apply.
- C. Contractor shall be responsible for meeting the requirements of the latest revisions of each document at the time of installation regardless of the revision level in place at the time of bid response submittal.

4. Services to be Provided by Contractor:

- A. The contractor shall provide a “turnkey” design, construction, installation, testing, and delivery of a completely operational Fiber Connection as specified by this IFB and any resulting contract.
- B. Contractor shall furnish all designs, services, materials, equipment, tools, skill, engineering, testing, mileage, and labor necessary to fully complete the requirements of this IFB, any resulting contract according to the contract documents, and in the time period specific by KCATA.
- C. Contractor assumes full responsibility for personnel, materials, and equipment employed in construction and deployment of the Fiber Connection and agrees to make no claims against the KCATA for damages to such materials or equipment except for that which is caused solely and directly by the KCATA, its employees, or agents.

- D. Contractor shall use industry best practices when furnishing designs, services, skill engineering, and labor to fulfill the (scope) duties set forth in this IFB.

5. Contractor Experience and Expertise:

- A. Contractor shall:
 - 1) Have been in continuous business and operation for a minimum of five (5) years from the date of Contractor response to this IFB.
 - 2) Have completed similar projects of a similar size, scope and technologies/services involved as described in this IFB. Provide documentation and information, including customer contacts, for a minimum of four (4) previously and fully completed projects with very similar designs and scopes as outlined in this IFB (refer to Attachment J).

6. Fiber Connection Design:

- A. Except as specifically noted elsewhere in this IFB, Contractor shall be solely responsible for the proposed design(s) of the Fiber Connection. KCATA reserves the right to accept, reject, or modify the design and implementation of the Contractor proposed Fiber Connection.
- B. Contractor shall warrant, guarantee, and covenant that the system is and will be engineered, furnished, installed, optimized, tested, and warranted by Contractor to meet or exceed the requirements of KCATA and this IFB.

7. Installation and Integration with Existing Network Infrastructure:

- A. Contractor shall be solely responsible for the integration, including all equipment (software, hardware, licenses, etc.) and services related to that integration, of the Fiber Connection with the KCATA's existing network infrastructure, including software, hardware, and licensing. KCATA will provide an applicable network switch and equipment for Contractor to attach the Fiber Connection to the KCATA network and phone system.
- B. Contractor shall be solely responsible for the proper installation and interfacing of all equipment (software, hardware, and licensing) provided pursuant to this IFB and any resulting contract.
- C. Shipment, storage, and warehousing of Contractor provided equipment prior to KCATA site availability shall be the responsibility of Contractor. KCATA site availability is at the discretion of the KCATA.
- D. Contractor shall meet or exceed, at the discretion of the KCATA, all KCATA stated installation, wiring, and placement standards.

8. Hardware, Software, and Vendor Licensing:

Contractor shall be responsible for coordination of all applicable software, hardware, and vendor licensing activities, and the production of the complete licensing documentation for the KCATA.

9. Detailed Fiber Connection Design:

- A. Contractor shall perform a comprehensive detailed design prior to the commencement of any ordering or field integration work.

- B. KCATA shall actively participate in the detailed design review of the system implementation with the Contractor.
- C. KCATA shall provide signature signoff upon completion of the detailed design work to trigger the ordering and field integration process.
- D. Completion of the detailed design review process shall take place upon mutual agreement between the Contractor and KCATA.
- E. Detailed design documents shall be provided to KCATA in Adobe Acrobat (PDF), paper, and Microsoft Visio formats.
- F. The detailed design must include, at a minimum, the following items for every affected KCATA site, and be provided to the KCATA in Adobe Acrobat (PDF), paper, and Microsoft Visio formats, as applicable:
 - 1) List of all Contractor provided software, hardware, and equipment to be installed.
 - 2) Diagrams and block drawings showing how each KCATA site physically and logically connects to the Contractor provided Fiber Connection network.
 - 3) Diagrams and block drawings showing how each KCATA site will be physically and logically rerouted in the event the Contractor provided Fiber Connection is damaged, disabled, functionally diminished, unusable as determined by the KCATA, or is otherwise less than what Contractor proposes as a response to this IFB (hereafter referred to a “Technical Issue”). This includes back-up, fail-over, and Disaster Recovery design and system availability/reliability calculations.
 - 4) Arial maps, diagrams, and block drawings showing the logical and physical paths the Fiber Connection is routed to provide the network connectivity between the KCATA sites.
 - 5) Physical KCATA site requirements, such as space, racks, power, air conditioning (BTUs), wiring runs, and related infrastructure.
 - 6) Contractor recommended spare equipment list and pricing matrix.

10. Fiber Connection Requirements:

- A. Contractor shall implement an IP based Fiber Connection utilizing modern and current technologies.
- B. Contractor shall include new Fiber Connection equipment at KCATA sites.
- C. The scope of services includes the complete installation, integration, and optimization of all Contractor supplied equipment, hardware, and software included in this IFB response.
- D. The Contractor shall provide two separate and distinct network connection lines (“Line One” and “Line Two”) as follows. With the exception of on KCATA site property and within KCATA conduit, Contractor shall ensure the physical paths of Line One and Line Two are not the same and as far away from each other as feasibly possible, which is expected to enhance the fail-over and Disaster Recovery related effectiveness of having two lines.

1) Line One

- a. The first line (hereafter referred to as “Line One”) shall operate at a sustainable and reliable minimum of 50 Mbps (megabits per second).
- b. Line One shall be installed at the KCATA sites in Kansas City, Missouri and Olathe, Kansas.
- c. Line One shall be designed, installed, and configured to allow usage by the KCATA computer network and phone system at KCATA sites.
- d. Line One shall be fully compatible with 1,600 byte frames.
- e. Line One shall be configured for Quality of Service (QOS), so phone calls and phone related network communications takes priority over computer network communications.
- f. Line One shall consist of actual fiber cabling and network communications infrastructure that will be installed, managed, and maintained by Contractor in a dedicated and point-to-point configuration that physically and logically connects to the KCATA sites as designated by KCATA.

2) Line Two

- a. The second line (hereafter referred to as “Line Two”) shall operate at a sustainable and reliable minimum speed and capacity to fully support up to 46 concurrent and ongoing phone calls.
- b. The Contractor shall provide Line Two as a Primary Rate Interface (PRI) solution and configuration.
- c. Line Two shall only be installed at the KCATA’s Olathe, Kansas site and be configured to receive the phone calls from the KCATA’s primary telephone carrier (AT&T). Contractor is responsible for all related upfront and ongoing costs, labor, configuration, equipment, and coordination.
- d. Line Two will be designed, installed, and configured to be used only for KCATA phone calls and related phone system related communications.
- e. Line Two shall be fully compatible with 1,600 byte frames.
- f. Line Two will be designed, installed, and configured to operate independently of Line One, while also operating in parallel with Line One during normal operations.
- g. Contractor shall install and configure Line Two to automatically accept up to the 46 concurrent phone calls, that would normally be received in the KCATA’s Kansas City, Missouri site, automatically and within one minute or less of Line One becoming inoperable (failed) or unable to fully support and sustain all of the desired KCATA phone calls. Contractor shall be fully responsible for coordinating and facilitating the necessary network and phone equipment, including KCATA, Contractor, KCATA’s primary telephone carrier, and sub-Contractor, equipment configuration to ensure this automatic routing of calls successfully occurs.

- E. The Contractor’s Fiber Connection shall maintain a reliable up-time of 99.99% or greater as measured in hours over a one-year period (IE. 8,759 hours of up-time annually out of total of 8,760 hours possible annually).

- F. Except at KCATA sites where KCATA has a single conduit entering/exiting the KCATA property or facility, Contractor will ensure the physical paths of Line One and Line Two are not the same and as far away from each other as feasibly possible, which is expected to enhance the effectiveness of having two lines.
- G. Contractor is required to ensure the Fiber Connection has absolutely no access to the Internet from Contractor network or any sub-Contractor networks.
- H. Contractor is solely responsible for all physical and logical security related access to and usage of the Fiber Connection, including security related access to the Contractor equipment at KCATA sites. This responsibility includes, but is not limited to:
 - 1) Network security, including security industry best practices
 - 2) Intrusion detection and monitoring
 - 3) Anti-hacking equipment, technologies, methodologies, and countermeasures
 - 4) Using and maintaining currently and actively supported Fiber Connection equipment and software, including firmware
 - 5) Auditing, verification, and trending of Fiber Connection usage
- I. Contractor may not fault in anyway the KCATA use of Contractor technologies (software and hardware) that will allow for more efficient use of the Fiber Connection, such as, but not limited to, WAN Optimization, Bandwidth Compression, Network Compression, and similar technologies.
- J. Contractor may not limit in any way the KCATA use of the Contractor's product or services provided under the contract, including, but not limited to Fiber Connection, software, and hardware. Contractor shall allow the KCATA to use any and all types of data, including usage of specific protocols, the KCATA choses without charging the KCATA additional money for certain or specific types of data or protocols.
- K. The Contractor shall design the Fiber Connection to be rapidly and easily expandable, scalable, upgradable, and able to accommodate KCATA anticipated future growth, such as for increased network and phone usage at KCATA sites.
- L. Where available and at the KCATA request, Contractor shall utilize the KCATA provided conduit to enter/exit KCATA sites and structures.
- M. Contractor shall be responsible for the cost and installation of any necessary junction boxes or similar equipment to route the Fiber Connection into or from KCATA provided conduit or Contractor installed conduit.
- N. Contractor will design, install, configure, and maintain the Fiber Connection to use as few physical and logical connections, junctions, network connectivity, and related equipment to reduce the overall number of potential failure and hacking access points.

11. Network Security:

- A. Upon contract award, the Contractor shall provide a detailed description their security measures, both as initially installed and an ongoing basis, to protect Fiber Connection software and hardware equipment and how the network and the data (information) on the Fiber Connection will be kept secure. The Fiber Connection security measures must include, but not limited to, the following minimums:
 - 1) Router point-to-point encryption.

- 2) Current firewall and security related equipment.
- 3) Payment Card Industry (PCI), Service Organization Control 3 (SOC 3), and Health Insurance Portability and Accountability Act (HIPPA) compliance.
- 4) Network equipment logging and monitoring.
- 5) Active network and equipment penetration scanning and monitoring.
- 6) KCATA notification within two (2) hours of suspected or confirmed breach of any Contractor network or equipment, including Fiber Connection related equipment and network.

12. System Failure Notification and Alerting:

- A. The Contractor shall include the capability for sending text and e-mail alerts to designated Contractor and KCATA personnel, as designed by KCATA, when Fiber Connection has a Technical Issue or critical failures are pending.
- B. The Contractor shall automatically notify KCATA, and potentially subcontractors or related vendors, personnel, as designated by KCATA, of the nature and extent of the Technical Issue by way of text message and email.

13. Management Report Generation:

- A. The Fiber Connection standard and optional reporting capabilities shall include as a minimum:
 - 1) Robust and detailed reporting capabilities, as well as location-based information and capabilities that enhance the fiber network management and its connectivity data information. The reporting capabilities must provide standard reports that helps plan, connect, and deploy fiber networks, supporting full tracing capabilities, fault analysis, and path redundancy. The reports shall provide service data to support business processes in all departments, including planning, engineering, maintenance and provisioning.
 - 2) Generation of management reports to provide the necessary information, including trending and baselining, for management personnel to review the reports and make decisions regarding staff resource allocation, altering system size, and evaluating the operational effectiveness of the various components of the Fiber Connection.
 - 3) Archiving of data and reports for a minimum of twelve months of system activity, while also including trending reporting of at least the previous three years.

14. Power Requirements:

- A. KCATA requires that the new Fiber Connection at KCATA sites be powered via the existing 120VAC power systems.

15. Fiber Connection Equipment Performance Requirements:

- A. The contractor shall provide a Fiber Connection that utilizes equipment that is designed, operates, and performs to the highest standards for mission critical computer networks, infrastructure, and related systems.
- B. Contractor shall provide equipment and services that meets mission critical performance and reliability requirements, as defined below:
 - 1) All equipment and Contractor services will strictly adhere to a minimum of four 9's (99.99%) of annual uptime (8,759 uptime hours annually out of 8,760 possible uptime hours annually).

- 2) Contractor will be a minimum of Gold Certified for the quoted Fiber Connection equipment.
- 3) Baring physical fiber connection cuts, Contractor will strictly adhere to a maximum of a four (4) hour repair time, from the first indication of a failure, for any Fiber Connection failures, regardless of whether Fiber Connection service remained functional or returned to service in less than four (4) hours.
- 4) In the event of a fiber cut, Contractor will strictly adhere to a maximum of an eight (8) hour repair time, from the first indication of a failure, for any Fiber Connection failures, regardless of whether Fiber Connection service remained functional or returned to service in less than four (4) hours.
- 5) Contractor shall supply and make available to the KCATA a 24x7x365 Primary Account contact, with full authority to escalate trouble tickets, service and network issues, and KCATA concerns.
- 6) Contractor shall supply and make available to the KCATA a 24x7x365 Customer Service contact, with full authority to escalate trouble tickets, service and network issues, and KCATA concerns.
- 7) Contractor will strictly adhere to a maximum of two (2) hour repair time, from the first indication of a failure, to dispatch and have onsite at KCATA sites local (to the Kansas City metropolitan area) technicians and repair staff.
- 8) For all equipment used for the Fiber Connection, Contractor shall have new, redundant, and replacement equipment stored and readily available within the Kansas City metropolitan area.

16. Equipment Vintage:

- A. All Fiber Connection related equipment, including but not limited to the actual fiber, placed at KCATA sites shall be brand new and in current production by the manufacturer including the latest specifications, hardware, firmware, and software versions.

17. Engineering Practice:

- A. Equipment design and construction shall be consistent with the Communications Security, Reliability and Interoperability Council's (CSRIC) best practices (see website references below for information pertaining to these best practices), and shall be executed in a neat and professional manner.

<https://www.fcc.gov/about-fcc/advisory-committees/communications-security-reliability-and-interoperability-10>

<https://www.fcc.gov/nors/outage/bestpractice/BestPractice.cfm>

18. Harmful Emissions:

- A. The Fiber Connection equipment supplied for KCATA sites shall comply with all applicable FCC standards as applied to communications equipment and must not suffer from, or cause interference or measurable performance degradation to existing radio transceiver equipment, microwave communication systems, and any other equipment or devices present in the Fiber Connection's operational environment.
- B. In the event interference is caused or received as described above, the Contractor shall be solely responsible for its correction.

19. KCATA Existing Sites:

Contractor shall design and implement the Fiber Connection in anticipation of a potential and future multiple site system configuration, without the KCATA requirement to replace Contractor designed and provided Fiber Connection equipment (software, hardware, and licensing).



Figure 1 – KCATA Campus – Breen Building (lower) and Building One (upper)
1200 E. 18th Street, Kansas City, MO 64108



Figure 2 – Johnson County Transit (JCT)
1701 West 56 Highway, Olathe, KS 66061

20. Equipment Installation Requirements:

- A. The KCATA site equipment installation required by this RFQ includes the following described items, as well as other potential hardware, software, and procedures, to ensure a completed installation which is in accordance with the Communications Security, Reliability and Interoperability Council's (CSRIC) best practices, the recommendations of the equipment manufacturers, and all building codes and ordinances in effect at the sites delineated in this RFQ.
- B. Wiring required for connecting the equipment to the electrical outlets or any special wiring shall be the responsibility of the Contractor.
- C. Contractor shall include all installation hardware, brackets, braces, fasteners, wiring, wire management, adapters, chases, ancillary devices, procedures, and services required to install and interface components to provide a complete operating Fiber Connection that fulfills the requirements of the KCATA and this RFQ.
- D. The KCATA site installation work shall be approved by KCATA prior to commencement of a particular phase of work and on a site-by-site basis.
- E. KCATA will assign the location and coordinate the placement of equipment at all sites.
- F. No work shall commence without written, including e-mail, approval from KCATA.
- G. All aspects of the installation shall be planned and executed in a professional manner.
- H. Access to the KCATA sites shall require prior coordination with KCATA's designated staff.
- I. The location and position of all Contractor equipment at KCATA sites shall be in accordance with the Communications Security, Reliability and Interoperability Council's (CSRIC) best practices, the recommendations of the equipment manufacturers, and all building codes and ordinances in effect at the sites delineated in this RFQ, including recommendations and best practices that promote optimum functional efficiency and equipment maintainability, while reducing or eliminating potential magnetic or radio frequency interference.
- J. Sufficient space and clearance shall be provided so that service and maintenance of each item of equipment can be readily performed.
- K. All Fiber Connection equipment and inter-cabling, whether network, communications, peripheral, or electrical power, shall be labeled with pre-printed adhesive wire labels.
- L. Markers shall be placed at each end, and adjacent to the connector, plug, or terminus.
- M. All equipment cables or cable bundles within the KCATA sites, to the greatest extent feasible, shall be neatly tied by means of plastic tie wraps or Velcro straps and secured to flat surfaces.
- N. Splicing of network, electrical power, and grounding cable/wiring shall not be permitted.

21. RF Connectors – As Needed:

- A. All cable connectors shall be approved by the cable manufacturer, installed per the manufacturers' instructions, be properly torqued, and be of the highest quality.

- B. Shrink tube size shall be in accordance with the manufacturer's recommendations for the size of line and type of connector, and be of the highest quality.

22. System Cabling:

- A. The contractor shall ensure that proper care will be exercised in wiring to avoid damage to existing wiring and all equipment.
- B. All wiring and connectors shall be installed in strict adherence to the Communications Security, Reliability and Interoperability Council's (CSRIC) best practices, the recommendations of the equipment manufacturers standard computer network and communications, and all applicable federal, state, and local codes.
- C. All cables, regardless of length, shall be marked and/or numbered at both ends.
- D. Marking codes shall correspond to recognized standards and specifications.
- E. All cabling shall be neatly laced, dressed, and adequately supported.
- F. No splices shall be allowed in any system wiring.

23. Electrical Standards:

- A. All Contractor provided infrastructure devices installed at KCATA sites shall operate using 120VAC power input.
- B. All devices shall be provided with any and all necessary connecting cords and cables conforming to NEMA and local codes.

24. Scheduling of Equipment Installation:

- A. Contractors shall be required to schedule with KCATA any installation of equipment at KCATA's sites.
- B. Scheduling shall be done in a way that best meets the needs of KCATA.
- C. Contractor and their subcontractors must recognize that circumstances may arise which may require the rescheduling of equipment installations, configuration, and testing. Any rescheduling of installation shall be at no additional charge to KCATA.

25. Site Clean Up Requirements:

- A. Contractor shall perform clean up tasks at the end of each workday at each site where Fiber Connection equipment is being installed.
- B. The condition of each site shall, at the end of each day, be restored to its original condition.
- C. Items that must be left for the next day's work shall be stored so that they will not impair normal operations or present any type of hazard.

26. Responsibility for Contractor Equipment:

- A. Contractor shall assume complete responsibility for all tools, test equipment, or other items that are the property of the Contractor, or sub-contractors, and are being used during equipment installation.
- B. KCATA shall not be responsible for lost or damaged items that the Contractor, or sub-contractors, may leave at work sites for their own convenience.

27. Fiber Connection Performance Verification and Acceptance:

- A. When the Fiber Connection has been fully installed, configured, and tested by the Contractor, the KCATA shall then be notified that the Fiber Connection is ready for normal KCATA testing and usage.
- B. Performance verification shall consist of physical and operational installation inspections and tests, at KCATA's discretion and satisfaction.
- C. Contractor, in conjunction with KCATA's technical personnel and representatives, shall verify that all equipment is fully functional and meets the requirements of this RFQ, and has been properly installed per the requirements of this RFQ.
- D. All deviations, anomalies, and test or specification failures discovered during KCATA testing shall be remedied by the Contractor in a timely manner and at Contractor expense.

28. Training:

- A. Contractor shall develop and provide comprehensive training for use of any Contractor provided software or systems, so KCATA can utilize the software or system to create Fiber Connection related reports, verify functionality, review trending and usage, etc.
- B. Written materials, and tailored end user audiovisual aids produced by the Contractor to provide training shall be furnished to KCATA for continuing education purposes.
- C. The training sessions shall be scheduled at times and locations negotiated with KCATA. Training shall be for up to six (6) KCATA staff personnel.
- D. KCATA will provide classroom space where training can be conducted.
- E. Where possible and applicable as decided by KCATA, KCATA's live operational Fiber Connection will be used in a "hands-on" environment.

SECTION 3

BID INFORMATION/INSTRUCTIONS

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 K) 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. 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.
- c. 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, etc. such communication shall be forwarded directly to Julie Lombard at JLombard@KCATA.org or fax to Purchasing at 816.346.0336.

4. Approved Equals.

- a. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer. ***All requests for approved equals shall be received in writing by no later than November 30, 2016.***
- b. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.
- c. When an approved equal is requested, the Bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Bidder's product is or is not equal to specifications.

5. 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 Senior Manager 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 Senior Manager 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 Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- e. The KCATA Senior Manager 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 Senior Manager of Procurement, the protester may appeal in writing to the KCATA Chief Operating Officer within five (5) days from the date of the KCATA Senior Manager of Procurement’s response.
- f. The KCATA Chief Operating Officer 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 Chief Operating Officer’s response will be provided within ten (10) days after receipt of the request. The KCATA Chief Operating Officer’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 Senior Manager 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. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) 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) working days of the date the protester learned or should have learned of KCATA’s decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

6. 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.

7. 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 **sample** copy of the standard KCATA contract is attached to this IFB as Attachment L. 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. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However, consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

8. Authorization to Bid.

- a. Sealed bids, one original hard copy and two copies shall be signed by an authorized official and submitted to the Procurement Department, Attn: Name, Title, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. *It is highly desirable that the bidder includes one (1) electronic copy of their bid response on either CD or flash drive.* **The bid number “16-7029-25” should 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.

9. 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.

10. Incomplete Bid.

All documents that are required to be submitted with this Bid are listed in Section 6. The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.

11. 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.

12. 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:
 - (1) Marking each page of each such document prominently in 16 point font with the words “Proprietary Information;”
 - (2) printing each page of each such document in a different color paper other 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 the 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.

13. Disadvantaged Business Enterprise (DBE) Requirements

- a. For this project there has been no goal established for DBE participation. 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.
- c. **Non-Discrimination.** Bidders shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this project. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

d. DBE Participation Credit

- 1. The following shall be credited towards achieving DBE participation, 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 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.

SECTION 4

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 and, in KCATA's sole discretion, the most advantageous to the KCATA. 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 provide the times and/or 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. Refer to Sample Contract (Attachment A)

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 procurement shall be awarded on the basis of the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. The KCATA reserves the right to award any or all items of the bid or not to award at all.
- 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 shall be considered non-responsive and shall 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. Required Documentation.

A. References.

Bidders shall complete the References Form (Attachment J) indicating up to four (4) 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.

B. Pricing Pages.

Bidders shall complete the Bid Response Form (Attachment K) including the “Schedule of Participation by Contractor and Subcontractors” (Attachment C) listing all subcontractors (including DBEs) and the value of work committed to them.

Bidders utilizing DBEs in their bid must include Attachment E.2 and E.3, “Prime Contractor Affidavit Regarding DBE Participation.”

C. Vendor Registration Form.

All bidders doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). To verify your firm’s registration status, contact the KCATA’s DBE/Grant Specialist at (816) 346-0224. Once registered, firms are responsible for submitting any changes to this document to KCATA.

12. Affirmative Action Compliance.

- a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
- b. Firms are required to complete the “Affidavit of Civil Rights Compliance” (Attachment B). This applies to both the Prime Contractor and Subcontractors.

- c. Firms are required to complete Attachment E.1, "KCATA Workforce Analysis/EEO-1 Report." A current EEO-1 form may be substituted.
- d. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's DBE/Grants Specialist at (816) 346-0224.

13. 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. (Refer to Attachment F.1 and F.2).
- 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.

14. 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 G.1 and G.2) certifying that they are not debarred, etc. from bidding on federal procurements.

15. 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. Contractors using DBE firms as subcontractors must submit a current certificate or letter of DBE certification from a member of the Missouri Regional Certification Committee (MRCC).
- b. All bidders requesting to become certified Disadvantaged Business Enterprises with the KCATA must complete the proper paperwork and certifications.
- c. Letter of Intent to Subcontract for each DBE subcontractor on the project must be signed by both the Prime and the DBE (Attachment E.2).
- d. Contractor Utilization Plan/Request for Waiver. This is a commitment that the Prime understands the DBE participation required on the project (Attachment E.3)
- e. For information and the necessary forms for the certification process, please contact KCATA's Grants/DBE Specialist at (816) 346-0224.

16. 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.

17. 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.

18. Other Documents.

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

SECTION 5

CONTRACT TERMS AND CONDITIONS

ARTICLE 1: ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the Contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements or specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of KCATA.

ARTICLE 2: AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated agreement 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.

ARTICLE 3: ASSIGNMENT

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. 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 the parties and their respective successors, assigns and legal representative.

ARTICLE 4: BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. 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.

ARTICLE 5: BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with any 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.

ARTICLE 6: CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. 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 Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment 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 Contract as changed.

ARTICLE 7: CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans 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, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. 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, age, sex, sexual orientation, gender identity or national origin. 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. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "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.

- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR 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.
- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 8: CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other 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 performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

ARTICLE 9: CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

ARTICLE 10: CONTRACTOR'S RESPONSIBILITY

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

ARTICLE 11: DELIVERY

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

or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

ARTICLE 12: 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 agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager 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 Chief Executive Officer, with a copy to the Chief Operations Officer and the Senior Manager of Procurement. The determination of such appeal by the Chief Operations Officer 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 Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the 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. 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 the 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.

ARTICLE 13: 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 to 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 with contracts exceeding \$5,000.
- 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.

ARTICLE 14: 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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and 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, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 15: 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. 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.

ARTICLE 16: 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.

ARTICLE 17: INDEPENDENT CONTRACTOR

- A. The parties 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, security, financial resources and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

ARTICLE 18: INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards and the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or

2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 2. Terminate the Contract for default.

ARTICLE 19: INSURANCE

- A. The insurance required in this 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 blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to 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 of 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. If copies of the required insurance policies or endorsements are not 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; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named 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.**
- C. 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.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

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

1. Worker's Compensation:

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: 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 workers' 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 Agreement.

2. Commercial General Liability:

Bodily Injury and Property Damage to include Products and Completed Operations:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate (per project)
- \$1,000,000 Personal and Advertising Injury
- \$50,000 Fire Damage
- \$5,000 Medical Expenses
- 2 Years (Completed Operations)

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 for at least two (2) years following project completion, or as otherwise noted. 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.

3. 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 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.

4. Professional Liability Insurance

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

Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

5. Pollution

Pollution Liability Limit: \$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

Where applicable, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

6. Umbrella or Excess Liability

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

ARTICLE 20: 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 product provided or services rendered under this Agreement.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- 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 attorney's 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 or 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 all 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.

ARTICLE 21: LICENSING, LAWS AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the Department of Transportation, and the City of Kansas City, Missouri.

ARTICLE 22: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS

The contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 ©, 23 U.S.C. § 512 note, and Contractor agrees to apply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” *66 Fed. Reg. 1455*, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

ARTICLE 23: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA’s Buyer, Julie Lombard, at (816) 346-0366 or via e-mail at JLombard@KCATA.org.

Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA’s Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Julie Lombard, Senior Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.

The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

ARTICLE 24: OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such material.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

ARTICLE 25: PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

ARTICLE 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.
- B. No weapon, including firearms concealed or not, or 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. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, 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.
- 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 KCATA 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 and reported to local law enforcement authorities.

ARTICLE 27: RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible 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 of.
- B. The Contractor shall permit KCATA 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, and to include this clause in all subcontracts.

ARTICLE 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 materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.

B. Payment by KCATA 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 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.

C. 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. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. Subcontractor Payments

1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

ARTICLE 29: RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, or any other contract between Contractor and KCATA, 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.

ARTICLE 30: SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

ARTICLE 31: SERVICE MANUAL / WIRING SCHEMATICS

If specified, the Contractor will provide at least one (1) copy of a service manual and at least one (1) copy of wiring schematics for individual components and other schematics and drawings as may be applicable.

ARTICLE 32: SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

ARTICLE 33: SUBCONTRACTORS

A. **Subcontractor Approval.** 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 in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.

B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.

C. **Subcontractor Payments.** See Requests for Payment Provisions.

D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. 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:

- Acceptance of Material – No Release
- ADA Access Requirements
- Agreement in Entirety
- Assignment
- Bankruptcy
- Breach of Contract; Remedies
- Changes
- Civil Rights
- Conflicts of Interest
- Continuity of Services
- Contractor's Personnel
- Contractor's Responsibility
- Delivery
- Dispute Resolution
- Employee Eligibility Verification
- Fraud and False or Fraudulent Statements or Related Acts
- Governing Law: Choice of Judicial Forum
- Headings
- Independent Contractor
- Inspection of Services
- Insurance
- Liability and Indemnification

Licensing, Laws and Regulations
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Pre-Award & Post-Delivery Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Seat Belt Use Policy
Service Manual and Wiring Schematic
Severability
Subcontractors
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driving
Training
Unavoidable Delays
Warranty; Warranty of Title
General Provisions

- E. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

ARTICLE 34: SUSPENSION OF WORK

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

ARTICLE 35: 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 _____.

ARTICLE 36: 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 price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- 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 the agreement.

C. Termination for Default.

1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the 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 supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work 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 work, 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 Agreement, 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 Agreement.

F. Property of KCATA. Upon termination of the Contract for any reason, and if the Contractor has any property in its possession 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 the Contract for any reason, the Contractor shall (1) immediately discontinue all 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.

ARTICLE 37: TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

ARTICLE 38: TRAINING

If specified, the Contractor shall properly train KCATA personnel in the operation and maintenance, to include preventive maintenance, of any applicable equipment supplied as part of the project. The estimated amount of training man-hours will be provided as specified.

ARTICLE 39: 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.

ARTICLE 40: WARRANTY; WARRANTY OF TITLE

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such 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.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. 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.
- D. **Warranty of Work and Maintenance**
 - 1. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
 - 2. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.

ARTICLE 41: 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 _____

KCATA's Initials _____

SECTION 6 – ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS (BID CHECK LIST)

The following form(s) marked with ☒ is/are required to be submitted with your IFB to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer by the closing date and time of the IFB.

- ☒ **Attachment A – Vendor Registration**
- ☒ **Attachment B – Affirmative Action Certification Process**
- ☒ **Attachment C - Schedule of Participation by Contractor & Subcontractors**
- ☒ **Attachment D - Travel Policy & Hotel Rates for Contractors**
- ☒ **Attachment E.1 – EEO-1 Workforce Analysis Report**
- ☐ **Attachment E.2 – Letter of Intent to Subcontract**
- ☐ **Attachment E.3 – Contractor Utilization – Request for Waiver**
- ☒ **Attachment F.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- ☒ **Attachment F.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification**
- ☐ **Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
- ☐ **Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**
- ☐ **Attachment H.1 – Certification of Primary Participants Regarding Restrictions on Lobbying**
- ☐ **Attachment H.2 – Certification of Lower-Tier Participants Regarding Restrictions on Lobbying**
- ☐ **Attachment I.1 – Buy America Certification Form (For Buses, Rolling Stock and Associated Equipment)**
- ☐ **Attachment I.2 – Buy America Certification Form (For Steel or Manufactured Products)**
- ☒ **Attachment G – References**
- ☒ **Attachment H – Bid Response Form (Pricing Pages)**
- ☒ **Attachment I –KCATA Standard Sample Contract**

ATTACHMENT A

KCATA VENDOR REGISTRATION FORM

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.

Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	
Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	
Business Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (Explain) _____		
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	
Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform .			DUNS # _____
Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than \$10 Million
Standard Invoice Terms:	Due Days	Discount Days	Percent
Please provide a description of the goods and services you are interested in providing to KCATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at http://www.sba.gov/content/small-business-size-standards .			
NAICS CODE(S) :		NAICS CODE(S):	
NAICS CODE(S):		NAICS CODE(S):	

1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="checkbox"/> Service Disabled, Veteran Owned Business <input type="checkbox"/> HubZone Program Certified </div> <div style="width: 48%;"> <input type="checkbox"/> SBA 8(a) Certified Business <input type="checkbox"/> Other _____ </div> </div>			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dadams@kcata.org			
WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security's 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. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
VENDOR CERTIFICATION: <i>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.</i>			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <ul style="list-style-type: none"> Completed Vendor Registration Form KCATA Workforce Analysis/EEO-1 Report Affidavit of Civil Rights Compliance (<i>found on KCATA's website as Attachment B</i>) <p style="text-align: center; margin-top: 10px;"> Return completed Vendor Registration Packet to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: dadams@kcata.org </p> <p style="text-align: center; color: blue; margin-top: 10px;"> <i>NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.</i> </p>			
<i>A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.</i>			

ATTACHMENT B
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

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 complies with the following:

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 Americans 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 regulations that the Federal Transit Administration (FTA) may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. 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, sex, sexual orientation, gender identity, national origin, 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. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "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.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

ATTACHMENT C

SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

Project # _____ **Description:** _____ **Date:** _____

Form must be submitted for each prospective offeror and submitted with proposal

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE & NON-DBE					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ _____

TOTAL CONTRACT VALUE OF WORK
(FROM BID FORM) \$ _____

TOTAL DBE PARTICIPATION \$ _____

TOTAL PERCENTAGE OF DBE PARTICIPATION _____%

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

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

ATTACHMENT D

TRAVEL POLICY & HOTEL RATE INFORMATION FOR CONTRACTORS

General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than a maximum daily amount of \$160.00 plus tax unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$70 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of \$0.54 per mile (based on the IRS current established rate).

GUIDELINES FOR COMPLETING KCATA WORKFORCE ANALYSIS/EEO-1 REPORT

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. The form is also required for all subcontractors.

A. 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.

B. 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.

ATTACHMENT E – EEO-1 / WORK FORCE ANALYSIS REPORT

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	America n Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers																
First/Mid-Level Officials and Managers																
Professionals																
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Operatives																
Laborers and Helpers																
Service Workers																
TOTAL																
PREVIOUS YEAR TOTAL																
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment		<input type="checkbox"/> Other			

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT F.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 F.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 G
REFERENCES**

**IFB #16-7029-25
Point to Point Fiber Connection**

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

1.

Job Description: (explain how the work performed is relevant/similar in scope as what is required in the IFB)

Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

2.

Job Description: (explain how the work performed is relevant/similar in scope as what is required in the IFB)

Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

3.

Job Description: (explain how the work performed is relevant/similar in scope as what is required in the IFB)

Contract Amount: _____
Time to Complete Job: _____
Owner & Location: _____
Contact Name: _____ Telephone No.: _____
E-mail Address: _____ Contract Date: _____ to _____

ATTACHMENT G ~ continued
REFERENCES

4.

Job Description:	<u>(explain how the work performed is relevant/similar in scope as what is required in the IFB)</u>		
	<hr/>		
	<hr/>		
Contract Amount:	<hr/>		
Time to Complete Job:	<hr/>		
Owner & Location:	<hr/>		
Contact Name:			Telephone No.:
E-mail Address:	Contract Date:		to

ATTACHMENT H BID RESPONSE FORM

PRICING TABLE 1: REQUIRED PRICING

The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the IFB. 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.

Bids shall be submitted on the Bid Response Form (Attachment K) provided. **Bids submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form. *No written comments, modifications or interlineations to the Bid Response Form will be accepted.*

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	QUANTITY	PRICE	EXTENDED PRICE
1.	Detailed Fiber Connection Design	Total	1	\$	\$
2.	Configuration to include all applicable software, hardware, monitoring, back-up, replication, fault tolerance, disaster recovery, management for the entire Fiber Connection project	Total	1	\$	\$
3.	IP based Fiber Connection - 50 Mbps (megabits) Line One	Per Month	12 months	\$	\$
4.	IP based Fiber Connection - Line Two - sustainable and reliable minimum speed and capacity to fully support up to 46 concurrent phone calls	Per Month	12 months	\$	\$
5.	Site Clean Up for the entire Fiber Connection project	Total	1	\$	\$
6.	Fiber Connection Performance Verification Testing for Line One	Total	1	\$	\$
7.	Fiber Connection Performance Verification Testing for Line Two	Total	1	\$	\$
8.	Training	Total	1	\$	\$
YEAR 1 GRAND TOTAL:					\$

YEAR TWO PRICING

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	QUANTITY	PRICE	EXTENDEND PRICE
9.	IP based Fiber Connection - Line One	Per Month	12 months	\$	\$
10.	IP based Fiber Connection - Line Two	Per Month	12 months	\$	\$
YEAR 2 GRAND TOTAL:					\$

YEAR THREE PRICING

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	QUANTITY	PRICE	EXTENDEND PRICE
11.	IP based Fiber Connection - Line One	Per Month	12 months	\$	\$
12.	IP based Fiber Connection - Line Two	Per Month	12 months	\$	\$
YEAR 3 GRAND TOTAL:					\$

Company Name (Type / Print):	Date:
Authorized Signature: X	Title:

ATTACHMENT H ~ continued

PRICING TABLE 2: OTHER REQUIRED PRICING

The bidder must state below all other applicable costs necessary to satisfy the *mandatory* requirements of the IFB. Unless stated in this Pricing Section, the KCATA shall assume that absolutely no other fees, expenses or charges, will be assessed to the KCATA whatsoever in connection with the products/services provided herein and to satisfy the IFB requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
GRAND TOTAL			\$

Describe delivery timeframe after receipt of order (ARO): _____

Warranty Length: _____

The undersigned, acting as an authorized agent or officer for the Bidder, does 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 Bids and any subsequent Addenda. The Bidder shall immediately notify the KCATA in the event of any change.
2. 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.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA IFB. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type / Print)

Date

Address / City / State / Zip

Authorized Signature

Title

Name (Type / Print)

Telephone #

Facsimile #

E-mail Address

ATTACHMENT I SAMPLE CONTRACT AGREEMENT

CONTRACT #16-7029-25 Point to Point Fiber Connection

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2016, 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**”), 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 D and 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 _____ entitled “_____” (sometimes referred to as the “Project” or the “Work”), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the _____ (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of three (3) year(s) beginning _____, **2016 and expiring on** _____, **2019**. The services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the “contract term”.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance 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 Order”, if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor’s pricing bid response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the Bid Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C (“Cost Page”).

SAMPLE CONTRACT AGREEMENT ~ continued

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 Terms and Conditions; and
Appendix B.	Scope of Work; and
Appendix C.	Cost Page Submitted by Contractor; and
Appendix D.	Contractor's Original Bid Response; and
Appendix E.	Original RFP _____ and any addendums thereto

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

(CONTRACTOR'S NAME)

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

By _____

By _____

Steven C. Klika, Chairman of the Board

By _____

Dennis Bixby, Secretary of the Board