

PROJECT BID DOCUMENTS**Book 1****KC Streetcar Track Material Early Procurement****KCATA PROJECT NUMBER: #F22-5026-39A****ISSUE DATE: 10/18/2022****BID CLOSE DATE: 11/8/2022 2:00 PM local time****VIRTUAL BID OPENING: The date after Bid Close Date; 2 PM****OWNER:**

Kansas City Area Transportation Authority
1200 E. 18th Street, Kansas City, Missouri 64108
Telephone: 816-346-0200

PROCUREMENT CONTACT:

Denise Adams
1350 E. 17th Street
Kansas City, MO 64108
Telephone: 816-346-0360
Email: dadams@kcata.org

PROJECT MANAGER

Linda Clark, PE
Kansas City Area Transportation Authority
1200 E. 18th Street, Kansas City, Missouri 64108
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KC Streetcar Packages 2A, 2B, 2C
Purchase and Delivery
Project No. F22-5026-39A

Item No.	Unit Measure	Item Description	Quantity	Unit Price (\$)	Total Price (\$)
Package 2 - Special track Work					
1	EA	Equilateral 20M/25M Switch	1		\$ -
2	EA	25 M Curved Frog Switch	1		\$ -
3	EA	25 M Straight Frog Switch	1		\$ -
4	EA	25M Straight Frog Switches (add alternative item)	2		\$ -
5	EA	VMF Non-Revenue Diamond and Switch (including one diamond and one 25M Curved Frog Switch	1		\$ -
6					\$ -

TOTAL	\$ -
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Itemized Bid Proposal Submitted By: _____

Authorized Signature

Company: _____

Date: _____

01 NOTICE OF INVITATION FOR BIDS

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting that qualified contractors to provide bids for ***KC Streetcar Track Material Early Procurement***. **The awarded contractor shall provide all equipment, tools, supplies, prevailing wage labor, supervision, insurance, warranties, and bonds to perform this work from inception to final acceptance by KCATA.**

Description of Work: This work shall consist of fabricating and delivering the special track work for the Kansas City Streetcar Riverfront Extension (RFE) and shall include rail, switch points, stock rails, frogs, diamonds, and Other Track Material (OTM) required for installation on the project.

This solicitation is funded by Federal Transit Administration (FTA) grants. **The Authority has set a goal of 0%** participation by certified Disadvantaged Business Enterprise (DBE) firm(s) for this project. Certified DBE firms are encouraged to submit bids as Primes or Subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro or KCATA. A list of certified firms may be found at www.modot.gov/mrcc-directory. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Questions (technical, contractual, or administrative) must be directed in writing via email to Denise Adams at dadams@kcata.org. Questions and requests for clarifications, including requests for approved equals, will be received until **10/25/22 2:00 PM local time**. KCATA's response to these submissions will be in the form of an Addendum, as required.

Submission of a bid shall constitute a firm offer to the KCATA for 90 days from the date of closing. This IFB does not commit the KCATA to award a contract or to pay any cost incurred in preparation of a submittal. Bidders shall read and understand the requirements of this Invitation for Bids covered in the sections listed under the Table of Contents of this document.

The KCATA reserves the right to accept or reject any or all bids received, to modify this request, or cancel in part or in its entirety the IFB if it is the best interest of the KCATA.

All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners, if the total award value is or exceeds \$250,000. Board of Commissioners meet bi-monthly to approve and recommend award of contracts. This may affect schedule and NTP date.

This is a prevailing wage job under Federal Wage rates (Davis Bacon) and the Missouri State Annual Wage (MO AWO) rate. Awarded Contractor shall provide certified payrolls to KCATA with payment applications and/or invoices for review and approval prior to processing of payments.

The successful bidder shall furnish all necessary insurance, labor, materials, equipment, supplies, tools, applicable bonds, permits and supervision to accomplish the work called for in the contract in accordance with the plans and documents herein. The project shall be accomplished under a stipulated lump sum. Required work is not necessarily limited to the bid items listed in the bid form. It is the intent of the drawings and specifications that the resulting improvements be fully completed and functional ready for operation. The cost of work not specifically identified by a bid item in the bid form shall be included as subsidiary to other bid items.

KCATA anticipates award of lump sum contracts using AIA document A-101 Standard Form of Agreement between Owner and Contractor AIA Contract 2017 Edition and AIA Contract Document A201, 2017 General Conditions (modified to include Federal Transit Administration and KCATA contract conditions). If KCATA determines to award Packages 2A, 2B, and 2C to different Bidders, these same AIA forms will be used.

A 5% bid bond is required with the bid submission. For the awarded contract, retainage will be held at 5% per payment application submitted.

The work for this project shall conform to all applicable codes, standards, regulation, and requirements enforced by all authorities having jurisdiction, including but not limited to: International Building Code, International Mechanical Code, Uniform Fire Code, and National Electrical Code. The contractor is responsible for notifying the engineer, by way of KCATA, of all knowledge of possible conflicts or discrepancies between requirements of these construction documents and applicable codes, standards, regulations, etc.

SEALED BIDS SHALL BE PROVIDED TO KCATA/RIDEKC NO LATER THAN 11/8/2022 2:00 PM local time with a virtual bid opening date tentatively scheduled for the day after at 2 PM. Bids received after the date/time specified above shall be considered late and shall not be opened or considered for award. Bids received electronically or by facsimile (fax) will not be opened or considered.

Our partner and funding source, the Federal Transit Administration, (FTA) requires that an award be made only to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility criteria include administrative capacity, timeliness, and satisfactory current and past performance record. Contractors must not be suspended or disbarred by the federal government and be eligible for award of this contract.

It is the policy of KCATA to ensure that Disadvantage Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. For this project a goal of **0% participation** by Disadvantaged Business Enterprises (DBEs) has been established. DBE firms are encouraged to submit bids as Prime Contractors or Subcontractors. To be eligible, a firm must 1) be certified as a DBE under U.S. Department of Transportation's guidelines found in 49 CFR Part 26; and 2) hold a current, valid certification from a member of the Missouri Regional Certification Committee (MRCC) Unified Certification Program. MBE and WBE certifications from other organizations will not be accepted.

Bidders shall be aware that for the duration of the work and/or during the term of the contract on site interviews may be conducted by various agencies and/or firms to ensure full compliance with applicable wage rates, Buy America requirements, commercially useful functions as applicable to DBE work and all contractual requirements of the project. Subcontract documents shall be readily available to KCATA personnel upon request for verification of flow-down of FTA required terms and conditions during the duration of the contract.

The Kansas City Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in the bid price. The KCATA will provide the successful Bidder with a Sales Tax Exemption Certificate and a copy of KCATA's letter of Exemption from Missouri Sales and Use Tax.

Bids shall be submitted in a sealed envelope on the enclosed Bid Response Form along with all required submittal documents and must be clearly marked "BID SUBMITTAL: KC Streetcar Track Material Early Procurement" and addressed to KCATA ATTN: Denise Adams 1350 East 17th Street, Kansas City, MO 64108.

Bids are subject to all terms, conditions and provisions as contained in the Project Manual.

Denise Adams
Procurement Department
Kansas City Area Transportation Authority

02 INVITATION FOR BID**02.01 BIDDING SCHEDULE**

(1) Bid Issue	10/18/2022
(2) Pre-Bid Conference	None
(3) Deadline for Questions	10/25/22 2:00 PM local time
(4) KCATA responds to Questions	Within two days after Question Deadline
(5) Bid Closing	11/8/2022 2:00 PM local time
(a)	Location Shipping and Receiving at KCATA; 1350 East 17th Street, Kansas City, MO 64108
(6) Bid Opening	Tentatively 1 Day after Bid Closing 2:00 PM local time
(7) Notice of Award	November 2022
(8) Issue Construction Contract	December 2022

02.02 PROJECT REQUIREMENTS SUMMARY

It is anticipated that one contract will be awarded for this work. The bid response forms are provided for use. No changes or qualifications are to be made to the bid form.

Disadvantage Business Enterprise Goal Participation Goal: **0%**

Retainage Held	5%	of Contract Amount
Minimum Prime Contractor Participation	20%	of Contract Amount
Minimum <u>DBE Prime Contractor</u> Participation	30%	of Contract Amount
Bid Bond	5%	of Total Bid Amount
Payment Bond	100%	of Contract Amount
Performance Bond	100%	of Contract Amount
Maintenance Bond	100%	of Contract Amount (2 Year)

02.02.01 Contract Completion

Notice to Proceed (NTP) will be issued by KCATA's Procurement Dept. and authorize the contractor to initiate the project, prepare shop drawings and order equipment and materials.

The total contract duration is estimated to be NTP + 730 calendar days. Interim completion days for the different Packages 2A, 2B and 2C are included in Book 3 – Project Special Provisions.

02.02.02 Liquidated Damages

For the contract awarded, liquidated damages, not a penalty, shall be assessed at \$3,200 per calendar day for each day that the work is not substantially complete beyond the completion date listed above in Section 02.02.01.

02.02.03 Plans, Specifications and Project Manuals

Plans and specifications are available for download on KCATA's website.

02.03 BID INFORMATION

02.03.01 Project

KC Streetcar Track Material Early Procurement
Project #F22-5026-39A

02.03.02 Owner(s)

Kansas City Area Transportation Authority/RIDE KC
1200 East 18th Street
Kansas City, Missouri 64108

KCATA Procurement
1200 E. 18th Street
Denise Adams
Telephone 816-346-0360
E-mail: dadams@kcata.org

KCATA Project Manager
1200 E. 18th Street
Linda Clark, PE
E-mail: lclark@kcata.org

02.03.03 Place and Time

The Procurement Department for the Kansas City Area Transportation Authority (KCATA) will receive sealed bids until the date and time identified above at KCATA's Shipping and Receiving on our complex located at 1350 East 17th Street Kansas City, MO. Bids received after this time will not be accepted. *Bids will be opened and read aloud publicly virtually via TEAMS meeting 1 day after Bid Due date at 2 PM.*

02.03.04 Description of Project

KCATA is requesting qualified contractors to provide bids for KC Streetcar Track Material Early Procurement. The awarded contractor shall provide all equipment, tools, supplies, labor, supervision, insurance, and bonds to perform this work from inception to final acceptance by KCATA.

Description of Work: This work shall consist of fabricating and delivering the special track work for the Kansas City Streetcar Riverfront Extension (RFE) and shall include rail, switch points, stock rails, frogs, diamonds, and Other Track Material (OTM) required for installation on the project.

KCATA reserves the right to add to or reduce the scope if it determines it is in the best interest of the KCATA. Scope change may be accomplished by addition/ reduction of quantities or otherwise addition/elimination of work items in their entirety. Contractor shall obtain approval from the KCATA prior to ordering of equipment and materials intended for use to accomplish the Work.

02.03.05 Type of Owner-Contract Agreement

Lump Sum contract - AIA document A-101 Standard Form of Agreement between Owner and Contractor, 2017 Edition and AIA document A-201, 2017 General Conditions (modified to include Federal Transit Administration and KCATA contract conditions).

02.03.06 Prime Contractor Participation

The successful Bidder of this contract must accept responsibilities as the Prime Contractor and perform no less than the percentage amount listed in Section 02.02 on Page 3 with its own supervision and crew. For a DBE Prime Contractor bidder, the minimum participation is also listed in the 02.02 on Page 3.

After bid submittal, none of the work or services covered by this contract shall be subcontracted without prior written approval of the KCATA. The prime contractor shall submit a list of proposed subcontractors and major suppliers with their bid identifying NAICS Codes for each.

02.03.07 Bid Security

A Bid Guarantee in indicated Section 02.02 on Page 3 shall be provided in accordance with the Instructions to Bidders. For this project, the payment bond shall provided as shown in Section 02.02 on Page 3.

02.03.08 Equal Employment Opportunity

- (1) Contractors shall comply with all federal, state and city Equal Employment Opportunity laws and regulations and with KCATA's Affirmative Action Requirements (AA).
- (2) It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBE's) are afforded full opportunity to submit Bids, and to receive and participate in KCATA contracts. In the execution of its projects, the KCATA will not discriminate against any individual or organization based on race, color, national origin, religion, age, disability, or sex.
- (3) Prospective Bidders, Sub-Bidders, and major on-site material suppliers will be required to submit certain forms relative to DBE participation, affirmative action and other forms as indicated in the appendix.
- (4) Blank AA and DBE forms and assistance in completing the forms may be obtained from Whitney Morgan at KCATA. His office is located at 1350 E. 17th Street, Kansas City, Missouri, 64108, or you may call Whitney at 816-346-0277.

02.03.09 DBE Participation Goal

The KCATA may have established a specific goal for participation by DBE firms on this project. If established, the goal for this project is listed in in Section 02.02 on Page 3 and is 0%. Bidders must submit a "Schedule of Participation by Contractors/Subcontractors" form and the "Letter of Intent to Subcontract" for each DBE firm listed in the Schedule at time of bid submission. Certifications for each subcontractor reflecting compliance with Debarment, Employment Verification, Employment Verification Memo of Understanding and Lobbying must be submitted per request of KCATA following bid submission. **Prime/General Contractors are required to submit all required certifications and documents for their company, per attached checklist, at the time of their bid submission.** Failure to provide this information for DBE subcontractors by the established deadline may result in the bid being deemed non-responsive.

- (1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A goal for DBE participation has been set at 0% for this project.
- (2) The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate, which may include but is not limited to: 1) withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future bidding due to being non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- (3) The Contractor may not substitute, remove, or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. 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. The Contractor must give the DBE five days to respond to the 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 Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

(a) Good Cause. Good cause includes the following circumstances:

The listed DBE subcontractor fails or refuses to execute a written contract; or

- (i) The listed DBE subcontractor fails or refuses to perform the work of its 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
- (ii) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or

- (iii) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
- (iv) 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
- (v) The DBE subcontractor is not a responsible contractor; or
- (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
- (vii) The listed DBE is ineligible to receive DBE credit for the type of work required.
- (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- (ix) 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.

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's Whitney Morgan at wmorgan@kcata.org of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the 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.

02.03.10 Statement of Financial Assistance

This contract is subject to a financial assistance contract between the KCATA and the U. S. Department of Transportation Federal Transit Administration (FTA).

02.03.11 Ineligible Bidders

All Bidders are required to certify they are not on the Comptroller General's list of ineligible contractors.

02.03.12 Completion and Liquidated Damages

- (1) Work shall be completed within the time stated in the bid documents and agreement from the date of the Notice to Proceed. Liquidated damages specified above will be assessed per calendar day from the scheduled completion date for delay until the Work is substantially complete to the satisfaction of KCATA's Project Manager.
- (2) The Date of Substantial Completion of the Work is the date certified by written Notice that the work is 95% or more complete, except for a minimal list of deficiencies.
- (3) Occupancy or utilization of Completed Work, or a portion of completed work, by the KCATA,

does not constitute Substantial Completion or Final Acceptance.

- (4) Contractor has no right to damages for any causes of delay by the KCATA. Scheduling of the Work must be mutually agreed upon by the KCATA and the Contractor before Work can commence. The KCATA's operational requirements are paramount and shall take precedence. A request for an adjustment of time shall be forwarded in writing to KCATA's Project Manager as soon as the Contractor is aware of circumstances beyond the Contractor's control. Requests shall include a statement of cause and expected time delay. The Project Manager may from time to time award extensions to the contract time justified by delay caused by either the Contractor or the KCATA, provided that adequate evidence is presented to enable the Project Manager to determine with exactness the extent and duration of delay for each item involved. Time may only be adjusted by Change Order.
- (5) The Contractor in their submittal of Bid Response Form(s) is undertaking to complete the Work within the stated and agreed contract time, has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether because of delays in procuring equipment, materials, workers or other causes.
- (6) KCATA will suffer financial loss if the Work is not Substantially Complete on the date set forth in the contract documents. The Contractor and/or the Contractor's Surety shall be liable for and shall pay the KCATA the sums previously identified for each day of delay until the Work is Substantially Complete. The KCATA is authorized to withhold from monies due the Contractor the sum as indicated above that has been assessed as liquidated damages.

02.03.13 Pre-Bid Conference

A Pre-Bid Conference will not be held.

1.3.15 Pre- Award Communications

For information and questions related to this bid Invitation, contact the Procurement Department personnel indicated below. Questions, requests for clarification and comments regarding this Invitation must be submitted in writing and are due from Bidders at the date and time identified above. If required, KCATA will respond in the form of an Addendum.

Denise Adams
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, MO 64108
Buyer Phone: 816-346-0360
e-mail : dadams@kcata.org

02.03.14 Potential Bidders

A list of Contractors who have expressed an interest in submitting bids on KCATA projects is available upon request. Since the project is open to all Bidders complying with the bid requirements, other Contractors not on this list may also be submitting bids. Potential bidders list, or plan holders list, may be obtained by submitting a formal question to Denise Adams at dadams@kcata.org.

02.03.15 Contract Documents

The contract documents consist of the following:

- 1 The Agreement Form
- 2 General Conditions
- 3 Supplemental Conditions
- 4 Special Provisions
- 5 Technical Specifications
- 6 Construction Drawings (if applicable)
- 7 Addenda
- 8 Contract Modifications Issued after date of Agreement
- 9 Bid Response Form
- 10 Schedule of Values
- 11 Unit Prices

02.03.16 Wage Rates

The U.S. Department of Labor has established minimum wages to be paid on this project. A copy of the U.S. Department of Labor Federal (General) decision is attached for reference as well as a copy of the Annual Wage Order for Jackson County, Missouri. In the event that there is a discrepancy with regard to rates contained in State of Missouri and U.S. Department of Labor wage rates, the higher of the two rates shall prevail.

03 BIDDING REQUIREMENTS

03.01 INSTRUCTIONS TO BIDDERS

03.01.01 General

- (1) All bids shall be made in accordance with the Invitation for Bid and these bidding requirements. All bids will be reviewed by the CFO prior to the letting of any contract.
- (2) Bidders shall note the Equal Opportunity and Affirmative Action requirements applicable to this project. Particular attention should be paid to the related documentation, certification forms, questionnaires, etc., which must be completed and submitted.
- (3) Where the words "KCATA" or "Owner" or "Authority" is used in these instructions, reference is made to the Kansas City Area Transportation Authority.
- (4) Where the words "Project Manual" or "Bid Document" or "Contract Document" are used in the Project Manual, synonymous reference is made to the same instrument including any associated drawings or Addenda issued prior to receipt of bids.
- (5) The bid, along with all other accompanying documents or 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.

03.01.02 Protests

- (1) The following protest procedures apply. "Days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA.
 - (a) Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protest must be received by the Authority in writing and addressed to the KCATA CFO, no later than five (5) days before the proposal closing date.
 - (b) Post-Submittal/ Pre-Award. A post-submittal/pre-award protest is a protest making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA CFO, no later than five (5) days after the proposal closing date.
 - (c) Post- Award. A Post-award protest must be received by the Authority in writing and addressed to the KCATA CFO no later than five (5) days from the date of the Notice of Intent to Award.
 - (d) The KCATA CFO shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response, the protester may appeal in writing to the KCATA CEO. This appeal or request for a hearing should be in writing within five (5) days from the date of the CFO's response.

- (e) The KCATA Chief Operations 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 CEO's response will be provided within ten (10) days after receipt of the request. The Chief Operations Officer's response is final and no further action on the protest shall be taken by KCATA.
- (f) By written notice to all parties, the KCATA CFO may extend the time provided for each step of the protest procedure, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- (g) Protesters should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office. If federal funding is involved, FTA will review protests from a third party only when: 1) KCATA does not have a written protest procedure or fails to follow its procedure, or fails to review a protest, or 2) violations of specific federal laws or regulations have occurred.
- (h) 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 KCATAs decision. Protests shall be addressed to the Regional Administrator, FTA Regional 7, 901 Locust, Room 404, Kansas City, MO 64106.

03.01.03 DBE Participation

KCATA has a goal that a percentage of the Work in this contract be contracted to Disadvantaged Business Enterprises (DBE). The DBE goal for this project is 0%. Bidders must comply in full with 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Bidders should contact Whitney Morgan at 816-346-0277 if they have questions or need assistance regarding DBE participation. He may be emailed at wmorgan@kcata.org.

Contractor Utilization Plan/Request for Waiver. This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:

- (1) Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow DBE firms to participate effectively.
- (2) Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.

- (3) Sent written notices, by certified mail or facsimile, to qualified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
- (4) Attempted to identify portions of the work for qualified DBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Bidder should send letters by certified mail or facsimile to those DBE contractors identified by the Missouri Regional Certification Committee (MRCC) listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
- (5) Requested assistance in achieving the goals from KCATA's DBE Officer and acted on KCATA's recommendations.
- (6) Conferred with qualified DBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
- (7) Attempted to negotiate in good faith with qualified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - (a) Names, addresses and telephone numbers of DBEs that were contacted and date of contact.
 - (b) The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them.
 - (c) The reasons no agreement was reached with any DBE, including the basis for any Bid rejection (i.e., availability, price, qualifications or other);
 - (d) Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

03.01.04 Bid Documents

- (1) Bid documents include the Notice of Invitation For Bids, Invitation For Bids, Bidding Requirements, Submittal Documents, Post Proposal Submittal Documents, and Wage Rates.
- (2) Bidders shall use complete sets of the Project Manual and accompanying drawings in preparing bids. The KCATA and the Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- (3) Bidder is required to submit, in addition to bid response form(s), the documents identified as REQUIRED DOCUMENTS LIST FOR BID SUBMISSION
- (4) Requests for interpretation or clarification of the bidding documents shall be directed to Denise Adams of KCATA via email (dadams@kcata.org) by deadline shown in Section 02.01

BIDDING SCHEDULE on Page 3. KCATA's practice is to answer questions via Addendum for purposes of transmitting the same information to all interested bidders.

03.01.05 Bid Submittal and Pricing

- (1) Prior to bidding, each Bidder shall carefully examine the bidding documents and the site to fully understand existing conditions and limitations under which the Work is to be performed. Each Bidder shall include in its bid a sum to cover the cost of all items necessary to perform the Work as set forth in the contract documents.
- (2) No allowance will be made to any Bidder because of failure to examine the Documents and the site. Bidders shall notify KCATA immediately if any inconsistency or error is discovered upon examination of the bidding documents or the project site.
- (3) In submitting a bid, the bidder represents that:
 - (a) Offeror has read and understands the bidding documents.
 - (b) Offeror has visited the site and familiarized himself with the conditions under which the Work is to be performed.
 - (c) Offeror's bid is based on the materials, systems, products, and equipment required by the Bidding Documents, without exception.
- (4) The intent of the bid documents is to provide ample information for the Contractor to interpret and understand that the labor, equipment, supplies and any other components and/or accessories required for the completion of the type prescribed, ready for use by the KCATA, be provided by Contractor. Any items omitted from the documents which are clearly necessary for the full operation and use of such equipment or improvements and its appurtenances shall be considered a portion of such work or equipment, although not directly specified or called for in these documents.
- (5) All parts shall be new and in no case will used (except for testing), reconditioned or obsolete parts be accepted. Any one part shall be an exact interchangeable duplicate in manufacture and design and furnished as specified, but where brand names are used, consider the term "or approved equal" to follow.
- (6) Bids shall be firm and final. Bids shall be net and shall reflect any available discount. KCATA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. KCATA will provide the successful bidder with a project Tax Exemption Certificate.
- (7) Bids shall be submitted on the Bid Response Form provided; bids submitted in any other form will be considered non-responsive and will be rejected. Do not change, add to, or delete from the wording on the Bid Response Form. Unauthorized conditions, limitations, or provisions attached to the Bid Response Form may cause the Bid to be considered non-responsive and, therefore rejected.

- (a) Bid Response Forms shall be filled out by typewriter, electronically or manually in black or blue ink.
 - (b) Alterations by erasure or inter-lineation shall be initialed.
- (8) Prior to bidding, each Offeror shall ascertain that they have received all Addenda issued and shall acknowledge their receipt in the space provided in the Bid Form. Any interpretation, change, or correction to the bid documents will be made by Addenda which will be issued to all bidders of record and all locations where bid documents are filed. Only written addenda will be binding. Bidders shall not rely on any interpretation, change, or correction given by any other method. Oral statements made at the pre-bid conference or bid opening are non-binding and for clarification only.
- (9) Each bid shall be executed and signed by an authorized official and in the true name of the bidder. If the bid is made by an individual doing business under a fictitious name, 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 the bid shall be signed by one principal member. If the bid is made by a corporation, it shall be signed in the corporate name by an authorized officer. 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 the bid shall be signed by one member authorized thereof.
- (10) Bids shall be enclosed in a sealed envelope addressed as indicated in the Invitation for Bid, unless changed by addendum, with the name of the project and the name of the bidder on the outside of the envelope.
- (11) Refer to Invitation for Bid for location, time, and date designated for receipt of bids.
- (a) Bids received after the date and time designated for receipt of bids will not be accepted and will be returned to the bidder unopened.
 - (b) Telegraphic, facsimile, electronic, email or telephonic bids or modifications to bids will not be accepted.
- (12) The bid price shall include all items of labor, materials, tools, equipment, transportation, and other costs necessary to fully complete the construction, delivery, assembly, installation, and drawings, if required, of the materials or services pursuant to these conditions.
- (13) Conditional bids and any bid taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.
- (14) The documents specified to accompany the bid are enumerated on the Checklist Form and shall be included with the bid form. The bidder shall read all forms carefully before signing. Incomplete bids may be considered non-responsive.
- (15) Each bid is to be submitted with the understanding that the acceptance in writing by KCATA of the bid to furnish the materials and services or any part thereof described therein shall

constitute a contract between the bidder and KCATA which shall bind the bidder to furnish and deliver at the given price and in accordance with the terms and conditions of said bid and these conditions.

- (16) Kansas City Area Transportation Authority reserves the right to accept ADD Alternates for this bid only if the budget allows for acceptance. There is no guarantee to bidders that the alternates will be accepted or become a part of the contract.
- (17) Alternates, if applicable, will be accepted at the discretion of KCATA's budget and bidder will be notified of acceptance with intent to award letter. Alternates pricing shall remain for a period of 60 days beyond bid due date.

03.01.06 Bid Security

- (1) A bid bond in the amount of five percent (5%) of the total bid is required. Said bond shall be submitted with the bid response. The bond is required to assure that the bidder will, upon acceptance of its bid, meet the requirements of the bid. A bidder may submit a certified check or cashier's check in lieu of a bond. Failure to submit a bid bond, certified check, or cashier's check along with the bid may result in the bid being considered non-responsive. Bid bonds/checks will be returned to bidders, upon request, after execution of contractual documents and submittal of the required bonds by the successful bidder.
- (2) Bidders requiring technical assistance on bonding may call the Kansas City Regional Small Business Administration's Minority Business Opportunity Center (MBOC) at (816) 513-6817, or the local Small Business Administration or MBOC in your city or state.
- (3) The KCATA will have the right to retain the bid Security of any or all bidders until one of the following has occurred:
- (a) The contract has been executed and required contract bonds are furnished.
 - (b) The specified time has elapsed so that bids may be withdrawn.
 - (c) All bids have been rejected by KCATA.
- (4) If any bidder refuses to enter the contract or fails to furnish the required contract bonds, his bid security may be forfeited to the KCATA as liquidated damages, but not as penalty.

03.01.07 Withdrawal of Bids

- (1) Bids may be withdrawn on written request received by the KCATA prior to the time fixed for bid opening. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
- (2) For this bid, no bids or unit prices may be withdrawn for a period of ninety (90) days after the actual date of the bid opening. Alternates pricing, if applicable, shall remain fixed, as submitted for bid, for nine (90) days after the actual date of bid opening.

03.01.08 Bid Consideration and Contract Award

- (1) The KCATA intends to award a contract to the responsive and responsible bidder whose fair and reasonable bid conforming to this solicitation is the lowest in price. A responsive bid meets the requirements of the Invitation for Bid. KCATA expects bidders to demonstrate affirmatively that it and its proposed subcontractors qualify as responsible.
- (2) In addition to being otherwise qualified and eligible to receive the contract award, a responsible contractor satisfies criteria including:
 - (a) Administrative and Technical Capacity. Has the necessary organization, experience, accounting and operational controls, and technical skills to successfully perform the contract?
 - (b) Financial Resources. Contractor has sufficient financial resources to perform the contract. KCATA reserves the right to request and inspect the last 2 years audited financials for Prime and Sub Contractors. Failure to provide the requested information may result in forfeiture of the bid.
 - (c) Production Capability. Has the necessary construction and technical equipment and facilities.
 - (d) Timeliness. Can meet the performance schedule, taking into consideration all existing business commitments.
 - (e) Performance Record. Can provide a satisfactory current performance record and a satisfactory past performance record to include sufficient resources, sufficient key personnel with appropriate experience, and key subcontractors with the required experience and satisfactory current and past performance.
 - (f) Experience. A minimum of five (5) years' experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations, as described herein.
 - (g) Past Deficiencies Not the Fault of the Bidder. A bidder that is or recently has been seriously deficient in contract performance is presumed to be non-responsive unless KCATA determines that the circumstances were properly beyond the bidder's control or unless the bidder has taken appropriate corrective action. Past failure to pursue the work, perseverance, and effort to perform acceptably is strong evidence of non-responsibility.
- (3) Bidders are required to submit for KCATA's approval, a list of subcontractors and material suppliers proposed for the project, also known as the schedule of participation, with all NAICS codes listed for each proposed subcontractor.
- (4) Award of contract shall be based on the lowest responsible, responsive bid offering the lowest aggregate base bid amount. All bids will be evaluated on the same basis of bid items.
- (5) The Authority may determine that a bid is unacceptable and non-responsive if the prices

proposed are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated relative to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Authority even though it may be the low bid.

- (6) It is understood that KCATA reserves the right to waive informalities or irregularities in bids, to reject any or all bids, to cancel this Invitation in part or in its entirety, to re-advertise for bid, and to award to other than the lowest bidder if it is in the best interest of the Authority. KCATA further reserves the right to accept or reject any or all alternates in any order or combination which, in its judgment, 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 Invitation for Bid.
- (7) The successful bidder shall execute a contract with the KCATA within ten (10) calendar days from written Notice of Intent to Award. Before execution of the contract, the successful bidder shall deliver required bonds, insurance certificates and other specified documents to KCATA for approval.

03.01.09 Construction Bonds and Certificate of Insurance

- (1) The successful bidder may be required to furnish and pay for a Performance Bond, a Payment Bond, and a Maintenance Bond each in the amounts listed in the Invitation for Bid, as stated herein and in accordance with the General Conditions as amended by the Supplementary Conditions. The cost of the bonds shall be included in the bid price. If required, the Maintenance Bond shall be for a two (2) year period effective as of the date of Substantial Completion.
- (2) The Bidder shall warrant both workmanship and materials for a period of two (2) years pursuant to Article 3: Contractor, Section 3.5 Warranty or as amended by the Supplemental Conditions. The two (2) year maintenance bond (if required) becomes effective on the date of project acceptance as established by the Certificate of Substantial Completion.
- (3) Bonds shall be issued by a surety acceptable to the KCATA and licensed to do business in the State of Missouri.
- (4) The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a current copy of the power-of-attorney indicating the monetary limits of such power.
- (5) The successful bidder shall submit Certificates of Insurance, verifying insurance coverage as stated herein, within the period time indicated in the Notice of Intent to Award.
- (6) Failure or refusal to furnish bonds or insurance certificates in the time prescribed and in a form satisfactory to the KCATA may be cause for rejection of the bidder and forfeiture of the bid security.

03.01.10 List of Subcontractors and Material Suppliers

The successful bidder shall submit a complete list of all subcontractors and major material suppliers at the time of bid closing. The representative's name, address and telephone number shall be provided with the dollar amount of the contractor's/subcontractor's/vendor's involvement.

03.01.11 Debarment, Suspension and Other Responsibility Matters

- (1) Each bid shall be accompanied by a Certificate of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters.
- (2) Submit a Certification Regarding Debarment, Suspension, And Other Ineligibility and Voluntary Exclusion for each lower tier subcontractor and major supplier.

03.01.12 Restrictions on Lobbying

Each bid shall be accompanied by a signed Certification of Primary Participants Regarding Restrictions on Lobbying form.

03.01.13 Fraud and False or Fraudulent Statements or Related Acts

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

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

03.01.14 Employee Eligibility Verification

- (1) To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers. **The electronically signed and electronically generated Memo of Understanding (MOU) must be submitted by the Prime for the Prime Company and an MOU is to be submitted for each subcontractor with a work/contract value of \$5,000 or greater in addition to the Certification document.**
- (2) 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.

03.01.15 Buy America

- (1) The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal fund may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 5323(j) (2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 70 percent domestic content.
- (2) The Contractor further agrees to include these requirements in all subcontracts exceeding \$150,000.
- (3) In the event that ocean shipment is required for any material or commodity pursuant to this agreement, the Contractor agrees to utilize United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels.
- (4) The Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to KCATA (through the Prime Contractor in the case of subcontractor bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, S.W., Washington, DC, 20590.
- (5) The Contractor further agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials or commodities by ocean liner and exceeds \$100,000.
- (6) The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Service Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of

compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation and exceed \$100,000.

04 REQUIRED DOCUMENTS LIST FOR BID SUBMISSION

04.01 At Bid Submission

The following forms and or items shall be submitted with the Bid:

- Bid/Proposal Response Forms – See Section 05 on Page 26
- Bid Bond (or if submitting cashier's check or certified check Ability to Bond form must accompany check)
- Vendor Registration Form – Fill out this form if not currently on KCATA's Vendor's List. Bidders who have submitted the form within the past two (2) years, so indicate on blank form and submit with bid. If not registered to do business with KCATA use form provided or go to www.kcata.org to download registration form. Due at time of bid for those who are not currently registered with KCATA. See ATTACHMENT A KCATA VENDOR REGISTRATION FORM in Section 06 on Page 33
- Affidavit of Civil Rights Compliance, EEO-1/ KCATA Workforce Analysis/EEO 1 Report. EEO required for each PRIME CONTRACTOR. See ATTACHMENT B AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE in Section 07 on Page 37
- Letter of Intent to Subcontract - The Bidder/Offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform, including the corresponding NAICS code; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) each Letter of Intent must be signed and dated by the subcontractor; and (6) if the contract goal is not met, the contractor must present evidence of good faith efforts. Please note, the subcontractor(s) and dollar amounts listed on the final bid submission cannot be altered. KCATA will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. KCATA will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, KCATA will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation. Please see the attachment for more information on "Good Faith Efforts." See ATTACHMENT C SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS in Section 08 on Page 39
- Schedule of Participation (S.O.P) by Contractor/Subcontractor - Include ALL SUBS/Lower Tier Participants to be used on project. No alterations to this document allowed when submitting 48-hour S.O.P.) KCATA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation. See ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT TO DBE in Section 09 on Page 41
- DBE Certification Verification (Submit copy of MRCC approval letter for all DBE contractors included in bid. DBE contractors not currently registered should contact the KCATA Grants and Disadvantaged Business Enterprise Specialist at 816-346-0277 and complete registration prior to bid submittal.) Submit one form if Prime is a DBE and one form for each proposed DBE Subs/Lower Tier. See ATTACHMENT E CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER in Section 10 on Page 42
- Employee Eligibility Verification/MOU (form provided)
 - For Prime Contractor, see ATTACHMENT F.1 EMPLOYEE ELIGIBILITY AFFIDAVIT OF PRIMARY PARTICIPANTS in Section 11 on Page 45
 - For Lower Tier Participants, see ATTACHMENT F.2 EMPLOYEE ELIGIBILITY AFFIDAVIT OF LOWER-TIER PARTICIPANTS in Section 12 on Page 47
- Debarment Certification
 - For Prime Contractor, see ATTACHMENT G.1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS in Section 13 on Page 49

- For Lower Tier Participants see ATTACHMENT G.2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION in Section 14 on Page 50
- Buy America Certification (form provided) FOR PRIME CONTRACTOR – See form ATTACHMENT H.1 on Page 51
- Contractor’s Relative Experience/Reference Form – See ATTACHMENT I REFERENCES in Section 16 on Page 53. Bidder may submit existing company reference sheet with same information in lieu of form – please label reference sheet at Attachment I – References.
- Non-Collusion Affidavit – See ATTACHMENT J NON-COLLUSION AFFIDAVIT in Section 17 on Page 54
- Certification of Primary Participant Regarding Restrictions on Lobbying
 - For Prime Contractor, see ATTACHMENT L-1 CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING in Section 19 on Page 56
 - For Lower Tier Participants, see ATTACHMENT L-2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING in Section 20 on Page 57

04.02 Prior to NTP

After a request by KCATA, the follow shall be submitted by the Intended Awardee.

- Proposed Schedule & Labor
- Certificate of Insurance (to be submitted after Intent to Award Letter is issued to apparent low bidder per letter instructions)
- Performance Bond and Payment Bond – If Applicable (Submit within the number of days stated in Intent to Award Letter – applicable only to notified apparent low bidder)

04.03 During the Contract Term

During the term of the contract, the following may be requested or submitted.

- Request for Modification, Replacement or Termination of DBE Participation (Required to be submitted in advance of any project/bid modification for approval)
- Prime’s Contracts with Subcontractors (KCATA reserves the right to request from Prime Contractor for review for duration of project term)
- Maintenance Bond (Submitted prior to final payment to successful Contractor. Effective date of Maintenance Bond shall be left blank and will be established by issue Date of Notice of Substantial Completion)
- Subcontractor Monthly Utilization Report and Certified Payroll Reports (Shall accompany each payment application)
- Compliance with Prevailing Wage Certification (Shall accompany each payment application)
- Prevailing Wage Affidavit – See ATTACHMENT K AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW in Section 18 on Page 55

04.04 Administration Reconsideration 26.53(D)

The Bidder/Offeror must make a written request for administrative reconsideration within five (5) working days of the notification on their bid being deemed “non-responsive” for a lack of “good faith efforts.” That notice must be mailed or emailed to:

Whitney Morgan - DBELO
KCATA
1350 East 17th Street
Kansas City, MO 64108

Telephone: (816) 346-0277
E-Mail: wmorgan@kcata.org

KCATA's Administrative Review Committee is comprised of the Deputy CEO, Director of Procurement, and the Vice President Finance & Procurement. The DBELO will process the request, including providing documentation of the determination, and notify the Administrative Review Committee of the request for reconsideration determination. The reconsideration committee will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts. As part of the reconsideration, the bidder will have the opportunity to provide written documentation or argument to the Administrative Review Committee, concerning the issue of whether they met the goal or made adequate "good faith efforts." KCATA will notify the bidder, in writing of the decision on reconsideration, explaining the basis of finding that the bidder did or did not meet the goal, or make adequate "good faith efforts" to do so. The bidder may choose to meet in person with the Administrative Review Committee to discuss the findings. The result of the reconsideration process is not administratively appealable to the USDOT.

05 BID RESPONSE FORM**05.01 BID RESPONSE FORM**

This proposal is submitted to:

Procurement Director
Kansas City Area Transportation Authority
1350 E. 17th Street
Kansas City, Missouri 64108

The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract duration indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

Contractor accepts all the terms and conditions of the Bidding Documents. This Proposal will remain subject to acceptance for Ninety (90) days after the final day Proposals may be received. Contractor will sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within ten (10) business days after the date of OWNER'S Notice of Intent to Award.

In submitting this Proposal, Contractor represents, as more fully set forth in the Agreement, that:

Contractor has examined and carefully studied copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Number

Date

Contractor has visited the site and become familiar with the nature and extent of the Contract Documents, Work site, locality, and all local and site conditions. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Contractor has given Procurement personnel written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Procurement personnel is acceptable to Contractor.

The Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal; Contractor has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Owner.

Contractor has carefully studied all reports (if applicable) of explorations and tests of subsurface conditions at or contiguous

to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary information concerning conditions at or contiguous to the site which may affect cost, progress, performance or furnishing of the Work. Contractor does not consider that any additional examinations, investigations, explorations, tests, studied or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Contract Documents.

05.02 PRICE PROPOSAL

The Contractor will complete the work and accept in full, payment for the work items listed, in accordance with the attached Bid Tab prices, as applicable.

Contractor acknowledges that in the case of a Unit Price Proposal, quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

Contractor acknowledges that in the case of a Stipulated Lump Sum Price Proposal, quantities are not guaranteed, and Owner reserves the right to add or delete work which is in the best interest of the Owner. Contractor agrees that final payment will be based on the Proposal Lump Sum Price adjusted by change orders regardless of actual quantities.

1. Contractor proposes that the Work will be completed in accordance with Contract Completion requirements stated in Section 02 of the Invitation For Bids. This Proposal is a binding offer and all required submittal documents are made a condition of this Proposal.
2. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex in connection with the performance of work under this contract.
3. Communications concerning this Proposal shall be addressed to the address of Contractor indicated below.
4. The terms used in this Proposal which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on _____ (date).

State Contractor License No: _____

05.03 Contractor Form of Business

Information regarding the Contractor's form of business shall be provided in the appropriate section below. (Each form of business signature page is included on a separate page – only one type of Form of Business page with signatures is required – submit (as appropriate) only the Individual, Partnership, Corporation, or Joint Venture completed signature page.)

05.03.01 An Individual:

By (Individual's Name)

(Business Name and Address)

Business Phone and Fax Numbers

05.03.02 A Partnership:

By (Firm Name)

(Business Name and Address)

(General Partner)

Business Phone and Fax Numbers

(seal)

05.03.03 A Corporation:

By (Corporation Name)

Address

(State of Incorporation)

Business Phone and Fax Numbers

By (Printed Name and Title of Person Authorized to Sign)

(Signature)

Attest (Secretary)

Date of Qualification to do Business

(Corporate Seal)

05.03.04 A Joint Venture:

By (Name)

Address

By (Name)

Address

Phone Number for Receipt of Official Communication

Address for Receipt of Official Communication

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

05.04 Bid Form

See and use the Bid Form at after the title page of Book 1.

06 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	Due Days	Discount Days	Percent
Terms:			
<p>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.</p>			
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; flex-wrap: wrap; padding: 10px;"> <div style="width: 50%;"><input type="checkbox"/> Service Disabled, Veteran Owned Business</div> <div style="width: 50%;"><input type="checkbox"/> SBA 8(a) Certified Business</div> <div style="width: 50%;"><input type="checkbox"/> HubZone Program Certified</div> <div style="width: 50%;"><input type="checkbox"/> Other _____</div> </div>			
<p>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</p>			
<p>WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as 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.</p>			
<p>VENDOR CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.</p>			
Signature		Date	

Printed Name		Title
Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17 th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org		
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.		

07 ATTACHMENT B AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

State of _____)

) SS.:

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:

07.01.01 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.

07.01.02 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 (Printed Name and Title)

Signature of Affiant

Date

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

Notary Public

My Commission Expires

(seal)

**08 ATTACHMENT C SCHEDULE OF PARTICIPATION BY CONTRACTOR &
SUBCONTRACTORS**

This form shall be completed in its entirety and submitted at time of bid submission

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 (Prime and Subcontractors)	_____ %

The undersigned will enter into a formal agreement with the subcontractor(s) for the work listed on this schedule.

By (Prime Contractor Name)

Printed Name of Authorized Official

Signature and Title of Authorized Official

Date

09 ATTACHMENT D LETTER OF INTENT TO SUBCONTRACT TO DBE

This form shall be completed for each DBE Subcontractor and is DUE AT TIME OF BID SUBMISSION)
 _____ ("Prime Contractor") agrees to enter a contractual agreement with
 _____ ("DBE Subcontractor"), who will provide the following
 goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

for an estimated amount of \$ _____ or _____ % of the total estimated contract value.

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

By (Printed Name of Prime Contractor Representative)

By (Printed Name of DBE Subcontractor Representative)

(Title of Prime Contractor Representative)

(Title of DBE Subcontractor Representative)

(Signature of Prime Contractor Representative)

(Signature of DBE Subcontractor Representative)

Date

Date

10 ATTACHMENT E CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

#F22-5026-39A

KC Streetcar Track Material Early Procurement

Project Number

Project Title

Prime Contractor

State of _____)

) SS.:

County of _____)

I, _____, of lawful age and upon my oath state as follows:

This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.

The project goal for DBE Participation is _____%. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

The following are the DBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the DBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein). ***All firms must currently be certified with the Missouri Regional Certification Committee (MRCC) under 49 CFR Part 26. List additional DBEs, if any, on an additional page and attach to this form.***

a. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

b. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

c. Name of DBE Firm _____ % of Work _____

Address _____

Telephone No. _____

Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____ %

Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.

Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.

Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.

I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____

(Signature)

Title _____

Date _____

(Attach corporate seal if applicable)

NOTARY:

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

Notary Public

My Commission Expires

(seal)

Compliance with Section 285.500 RSMO, et seq. Regarding employee eligibility verification

KC Streetcar Track Material Early Procurement
10/18/2022 ATTACHMENT F.1 EMPLOYEE ELIGIBILITY AFFIDAVIT OF PRIMARY PARTICIPANTS
- 45 -

Notary Public

My Commission Expires

(seal)

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.

REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

- 47 -

Notary Public

My Commission Expires

(seal)

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.

**13 ATTACHMENT G.1 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

Signature and Title of Authorized Official

Date

**14 ATTACHMENT G.2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**15 ATTACHMENT H.1 BUY AMERICA CERTIFICATION FORM FOR PRIME CONTRACTOR
FOR STEEL OR MANUFACTURED PRODUCTS OTHER THAN ROLLING STOCK**

The bidder shall certify one of the following two certifications.

15.01.01 Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____
Signature: _____
Company: _____
Name: _____
Title: _____

15.01.02 Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

16 ATTACHMENT I REFERENCES

Please provide the firm name, primary contact person's name, business and cell phone number(s), and email address for references we may contact about your company's performance on similar scopes of work/projects. Name the project and approximate work value.

Failure to provide accurate information for KCATA to use in communicating with references may result in your bid being deemed non-responsive.

1. _____

2. _____

3. _____

4. _____

17 ATTACHMENT J NON-COLLUSION AFFIDAVIT

This form shall be executed by the Bidder and submitted with the bid.

State of _____)
) SS.:
County of _____)

Name and Title of Person Signing

Name of Bidder

The above-named individual being first duly sworn, deposes and says that he or she is of the above Bidder and that all statements made, and facts set out in this bid for the KC Streetcar Track Material Early Procurement are true and correct and that the bidder (firm, person, association, or corporation making the bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in or financially affiliated with, any other bidder for the project.

By _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

Notary Public

My Commission Expires

18 ATTACHMENT K AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

This form shall be submitted with the Contractor's Request for Payment.

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared (name and title) _____ of (company name) _____, (a Corporation) (a Partnership) (a Sole Proprietor), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on the above-referenced project have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No. ____, Section ____, for Building Construction in Jackson County, Missouri and/or Federal Wage Decision No. _____.

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

Notary Public

My Commission Expires

(seal)

19 ATTACHMENT L-1 CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of __20_____

By (Printed Name)

Signature and Title of Authorized Official

Date

20 ATTACHMENT L-2 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of __20_____

By (Printed Name)

Signature and Title of Authorized Official

Date

21 GUIDELINES FOR WORKFORCE ANALYSIS FORM AA1, PART I

21.01 DEFINITIONS

Please use the following definitions to fill in 22 WORK FORCE ANALYSIS REPORT beginning on Page 60.

21.01.01 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.

21.01.02 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, bookkeepers, 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.

22 WORK FORCE ANALYSIS REPORT FORM AA1, PART II

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.

Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															

Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment			<input type="checkbox"/> Other	

 Signature of Certifying Official

 Company Name

 Printed Name and Title

 Address/City/State/Zip Code

 Date Submitted

 Telephone Number/Fax Number