



**Invitation For Bids (IFB) #F22-5018-39A**

**112 Tram Rail Acquisition**

**ISSUE DATE: June 14, 2022**

**BID CLOSE DATE: July 12, 2022**

<p><b>OWNER:</b> Kansas City Area Transportation Authority Strategic Planning &amp; Economic Development 1200 E. 18<sup>th</sup> Street, Kansas City, Missouri 64108</p>	<p><b>PROCUREMENT CONTACT:</b> Denise Adams, Manager of Procurement 1350 E. 17<sup>th</sup> Street Kansas City, MO 64108 Telephone: 816-346-0224 Facsimile: 816-346-0336 Email: <a href="mailto:dadams@kcata.org">dadams@kcata.org</a></p>
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**Kansas City Area Transportation Authority (KCATA)**  
**Invitation for Bids (IFB) #F22-5018-39A**  
**112 Tram Rail Acquisition**

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 the services of qualified contractors to provide 112 Tram Rail for the Kansas City Streetcar project. The rail must be compliant with the Buy America regulations in 49 CFR 661 and 49 U.S.C. 5323(j).

This solicitation is funded by Federal Transportation Administration (FTA) grants. There is no DBE goal established for this project. However, 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 in St. Louis or KCATA. A list of certified firms may be found at [www.modot.gov/mrcc-directory](http://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](mailto:wmorgan@kcata.org).

Bidders will be required to submit a Bid Bond in the amount of five percent (5%) of their total bid price. Upon notice of intent to award, the successful Bidder will be required to execute a Performance Bond in the amount of one hundred percent (100%) of the contract price and a Payment Bond in the amount of fifty percent (50%) of the award amount.

Submission of a bid shall constitute a firm offer to the KCATA for one hundred twenty (120) 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.

**Submittal Instructions:**

Bid submittals must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. on July 12, 2022**. Bids may be sent via overnight carrier, or mailed via USPS and addressed to:

Kansas City Area Transportation Authority – Procurement Department  
Attention: Denise Adams, Procurement Manager  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
816-346-0336

Mailed submittals should be clearly marked with "IFB #F22-5018-39A – Rail Acquisition" on the outside envelope.

Bids may also be hand delivered to KCATA's central complex at the above address. All hand deliveries must be made through KCATA's Shipping/Receiving Department between the hours of 8:00 a.m. and 3:00 p.m. (closed 12:00 noon – 12:30 pm) Please allow ample time to navigate through KCATA's secured entrance and parking areas.

Bids received after the time specified shall not be considered for award. Bids received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

***No person or entity submitting a proposal in response to this IFB nor any officer, employee, agent, representative, relative or Contractor representing such a person (or entity) may contact through any means or engage in any discussion concerning the award of this contract with any member of KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of bid issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Bidder.***

Kristen Emmendorfer  
Director of Procurement

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**NO BID REPLY FORM**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
INVITATION FOR BIDS (IFB) #F22-5018-39A  
112 RAIL ACQUISITION**

To assist us in obtaining good competition on our Invitation for Bids (IFB), we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return to the Procurement department via fax or email with the subject line "Bid #F22-5018-39A."

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

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

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

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

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

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

\_\_\_\_ 5. Other:

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

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

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

## PROCUREMENT REQUIREMENTS

### 1. BID SCHEDULE

IFB Advertised and Issued .....	June 14, 2022
Questions, Comments and Requests for Clarifications Due to KCATA .....	June 21, 2022 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification .....	June 27, 2022
IFB Closing .....	July 12, 2022 2:00 p.m.
Contract Award/Notice to Proceed .....	August 2022

### 2. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

#### A. Purpose and Background Information.

1. The Kansas City Area Transportation Authority (KCATA, Authority) is the regional transit authority for the Kansas City metropolitan area, operating bus, MAX bus rapid transit, and paratransit services throughout the region; providing approximately 15 million passenger trips annually; managing transit services in Johnson County, Kansas and in the City of Independence and coordinating transit activities throughout the region.
2. KCATA has been awarded a federal grant to extend the Kansas City Streetcar line north from the terminus to the Missouri River area (Berkley Riverfront). This extension is known as the "Riverfront Extension".
3. The KCATA is seeking qualified firms to provide 112 Tram Rail in accordance with the attached Specifications. The rail must be compliant with the Buy America regulations in 49 CFR 661 and 49 U.S.C. 5323(j).

#### B. Term.

The term of this agreement shall be for a period of twelve (12) months from date of contract award. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the "contract term".

#### C. Estimated Quantities.

The base quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that shall be ordered in the stated contract period. The estimates do not indicate single order amounts unless otherwise stated.

#### D. Inspection and Acceptance.

Within ten (10) calendar days of receipt of each order, the contractor shall understand and agree that all supplies/products and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. KCATA shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date (i.e., within five calendar days) by which replacements must be received.

### 3. BID INFORMATION/INSTRUCTIONS

#### A. Bid Submittal.

1. The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.
2. Bid submittals must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. Central Time on July 12, 2022**. Bids may be sent via overnight carrier, or mailed via USPS and addressed to:

Kansas City Area Transportation Authority – Procurement Department  
Attention: Denise Adams, Procurement Manager  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
816-346-0336

Mailed submittals should be clearly marked with “IFB #F22-5018-39A – Rail Acquisition” on the outside envelope.

3. Bids may also be hand delivered to KCATA’s central complex at the above address. All hand deliveries must be made through KCATA’s Shipping/Receiving Department between the hours of 8:00 a.m. and 3:00 p.m. (closed 12:00 noon – 12:30 pm) Please allow ample time to navigate through KCATA’s secured entrance and parking areas.
4. Bidders are asked to include a complete copy of their bid submittal in .pdf format on a compact disc or flash drive, which will be retained by KCATA. The flash drive shall not be password protected.
5. Bids received before the bid closing time will be kept securely sealed.

#### B. Bonds.

1. Bid Bond. A 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. Performance Bond and Payment Bond. The successful bidder will be required to furnish and pay for a Performance Bond in the amount of one hundred percent (100%) of the contract price, and a Payment Bond in the amount of fifty percent (50%) of the contract price. The cost of the bonds shall be included in the bid price. Bidder may submit a bond, certified check, or cashier’s check. T
3. Bonds must be issued from a licensed, fully qualified surety company acceptable to KCATA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of Authority as described hereunder. The bonds shall remain valid and in effect for the full term of this Contract. KCATA may require an increase in the bond amount in the event of changes to the contract price.
4. A cash deposit, certified check, irrevocable letter of credit (LOC) or another negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.

5. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.
6. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

**C. Reservations.**

1. KCATA reserves the right to waive informalities or irregularities in bids, to accept or reject any or all bids, to cancel this IFB in part or in its entirety, and to re-advertise for bids if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this IFB.
2. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
3. The Authority reserves the right to reject bids that alter the Bid Response Form or otherwise take exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternative; however, the decision to accept or reject such alternative is entirely at the sole discretion of the Authority.
4. This IFB does not commit KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure a contract for services.

**D. Communications.**

In cases where communication is required between bidders and the KCATA, all requests for information, instruction, clarification of specifications, etc., shall be forwarded directly to Denise Adams, Manager of Procurement, at [dadams@kcata.org](mailto:dadams@kcata.org) or via facsimile to 816-346-0336.

**E. Protests.**

1. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by KCATA for such administrative personnel. Protests may be accepted electronically (email or facsimile) as long as the transmission is dated.
  - a. **Pre-Submittal.** A pre-submittal protest is received prior to the bid due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
  - b. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of bids but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
  - c. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

2. Protests shall include, at a minimum:
  - The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
  - Identity of the contact person for the protester, including name, title, address, telephone, fax, and an email address. If the contact point is a third-party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
  - Identification of the procurement and whether it is identified as Pre-Submittal, Post-Submittal/Pre-Award or Post-Award for the purpose of protest;
  - A description of the nature of the protest, referencing the portion(s) of the solicitation or contract (if awarded) involved;
  - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
  - A complete discussion of the basis for the protest, including all supporting facts, documents, or data;
  - A statement of the specific relief requested; and
  - A notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.
3. The Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.
4. The Chief Financial 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 Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.
5. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
6. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) when federal funding is involved. FTA will not substitute its judgment for that of the KCATA unless the matter is primarily a Federal concern.
7. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

**E. Omissions and Form of Contract.**

1. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
2. Form of Contract. A **sample** copy of the standard KCATA contract is attached to this IFB as Attachment A. The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with KCATA. It contains terms and conditions affecting the successful performance of the procurement. **Bids shall not stipulate any conditions or exceptions to the bid package, addenda, or proposed contract** The successful bidder will be expected to execute this contract.



**F. Authorization to Bid.**

1. Sealed bids shall be signed by an official authorized to commit the company into entering into a contract with KCATA.
2. If an individual doing business under a fictitious name makes the bid, the bid shall so state. If the bid is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation, Limited Liability Company, or other legal entity makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

**G. Bidder's Responsibilities.**

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

**H. Withdrawal of Bids.**

1. Bids may be withdrawn upon written request received by the KCATA before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.
2. No bids may be withdrawn for a period of one hundred twenty (120) days after the time set herein for the opening of bids.

**I. Disclosure of Proprietary Information.**

1. A bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the bids:
  - a. Marking each page of each such document prominently in 16-point font with the words "Proprietary Information;"
  - b. printing each page of each such document in a different color paper other than the paper which the remainder of the bid is printed; and
  - c. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Bidder.
2. After either a contract is executed pursuant to the IFB, or all bids are rejected, the bids will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, the KCATA will notify the Bidder of the request and the Bidder shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

## J. Disadvantaged Business Enterprise (DBE) Requirements

1. It is the policy of the KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published in 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the KCATA to:
  - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
  - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
  - e. Help remove barriers to the participation of DBE's in DOT-assisted contracts;
  - f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
  - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This project is subject to the requirements of Title 49, Code of Federal Regulations (CRF) Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract.
3. The KCATA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In determining compliance, KCATA may consider the Bidder/Offeror's bid submission package and the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the KCATA.
4. Failure by the Contractor to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
5. **There is no DBE goal established for DBE participation.** However, certified DBE, MBE, WBE and SBE firms are encouraged to submit bids as Prime Contractors or Subcontractors.
6. **DBE Certification** – KCATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR, Part 26. DBE subcontractors must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at [www.modot.org/mrcc-directory](http://www.modot.org/mrcc-directory). A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>.
7. **Non-Discrimination.** Bidders shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age in the performance of this project. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
8. **DBE Participation Credit.**
  - a. DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.
  - b. The following shall be credited towards achieving DBE participation, except as provided herein:

- 1) The total contract dollar amount that a qualified DBE Prime Contractor earns for its portion of work done on the contract that is done by its own workforce is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program.
  - 2) The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
  - 3) Subcontractor participation with a lower tier DBE subcontractor; and
  - 4) Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- c. No credit, however, will be given for the following:
- 1) Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
  - 2) Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
  - 3) Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
  - 4) Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

**K. Required Documents.**

1. Incomplete Bids. All documents that are required to be submitted with this Bid are listed below. The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.
2. Bid Response/Pricing Pages.
  - a. Bids shall be firm and final.
  - b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
  - c. Bidders shall complete the Bid Response Form (Attachment C). The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation, and drawings, if required, of the materials or services required in this procurement.
  - d. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
  - e. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.

- f. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
  - g. The bid bond (required with submittal) should equal five percent (5%) of the total bid price.
  - h. Tax Exempt Status. The KCATA is exempt from payment of federal, state, and local sales taxes, and such taxes shall not be included in the bid price. 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.
- 3. References. Bidders shall complete the References Form (Attachment D) indicating up to four (4) firms that represent work similar to this procurement. Include the company name, address, contact person, contact information, contract amount and length of contract.
- 6. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
- 8. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
- 9. Employee Eligibility Verification.
  - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.
  - b. The bidder shall also affirm (Attachment G-1) 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). This form will need to be updated annually.
  - c. Acceptable proof of enrollment includes 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 (DHS).
  - d. The Bidder shall obtain this affidavit from its subcontractors at all tiers (Attachment G-2). The subcontractors' forms shall be submitted as part of the bid documents.
  - e. This form is renewable annually.
- 10. Certification of Debarment.
  - a. The bidder shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs" (See Attachment H-1).
  - b. The bidder agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification (Attachment H-2) from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

- c. The bidder agrees to provide the KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- 11. Lobbying Certification. For purchases exceeding \$100,000, awarded vendors will be required to provide a certification (Attachment I) that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project. This certification is required from all subcontractors (at any tier) if the subcontract is valued at \$100,000 or more (Attachment I-2).
- 12. Federal Tax Liability and Recent Felony Convictions (Attachment J-1).
  - a. Contractors must certify that they do not:
    - 1) Have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
    - 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months; and
    - 3) Has not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
  - b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
  - c. The Contractor agrees to include these requirements in all subcontracts at all tiers (Attachment J-2), regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).
- 13. Buy America Certification. All bidders as applicable shall complete the appropriate part of the Buy America Certificate Form (Attachment K) to certify that steel, iron, and manufactured products used in this project are produced in the United States, or if rolling stock, that the cost of the components is more than 70 percent of the total cost with final assembly taking place in the United States.
- 14. Receipt of Addenda. In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.
- 15. Other Documents. Bidders shall submit any other documents necessary to complete this bid. This may include a copy of the warranty offered, technical information, or product brochures.

**L. Documents Due After Award.**

- 1. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation.
- 2. Subcontractor Monthly Utilization Report (if Utilizing Subcontractors). Contractors will be required to submit this report with each request for payment to KCATA. This report will include payments to ALL subcontractors – DBE and non-DBE. KCATA may require lien waivers from all subcontractors before reimbursement is made

to the Contractor. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.

3. Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors form* submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution.
- a. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment.
  - b. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
  - c. **Termination Only for Cause** - Prior to an award of a negotiated procurement and once a contract has been awarded; Contractor may not substitute or terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
  - d. Written consent of termination may be given if the Contractor has demonstrated good cause. Good cause includes the following circumstances.
    - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
    - 2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
    - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
    - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
    - 5) 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
    - 6) The DBE subcontractor is not a responsible contractor; or
    - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
    - 8) The listed DBE is ineligible to receive DBE credit for the type of work required.
    - 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
    - 10) 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.

- e. 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.
- f. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- g. For questions concerning KCATA's DBE Program requirements, please contact Mr. Whitney Morgan, KCATA's DBE Liaison Officer, at (816) 346-0277 or via email at [wmorgan@kcata.org](mailto:wmorgan@kcata.org).

**M. Vendor Registration and Affirmative Action.**

- 1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure, online vendor management system (B2GNow). Confidential information (Tax ID number, etc.) will not be publicized. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors only have to go through this process once but will be required to update their certifications/affidavits on a regular basis.
- 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
- 3. Vendors must complete the online Vendor Registration Questionnaire.
- 4. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
- 5. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at [mgay@kcata.org](mailto:mgay@kcata.org).

**4. BID EVALUATION, ACCEPTANCE AND AWARD**

**A. Bid Evaluation**

- 1. It is the intent of the KCATA to award a contract to the responsive and responsible bidder whose bid conforming to this IFB, is the lowest in price and, in KCATA's sole discretion, the most advantageous to the KCATA. Factors such as discounts, transportation costs and life cycle costs will be considered in determining which bid is lowest in price.
- 2. A responsible bidder possesses the ability to perform successfully under the terms and conditions of the proposed contract considering matters including Contractor integrity, record of past performance, and financial and technical resources.
- 3. The low bidder will be required to demonstrate its ability to provide the times and/or perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Doubt as to technical ability, productive capability, and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by KCATA.
- 4. If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.

5. KCATA reserves the right to investigate the qualifications of all bidders under consideration to confirm any part of the information furnished by a bidder, or to require other evidence of managerial, financial, or other capabilities which are considered necessary for the successful performance of the contract.

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

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

**D. Bid Award.**

1. The procurement shall be awarded on the basis of the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. The KCATA reserves the right to award any or all items of the bid or not to award at all.
2. In the case of multiple line items, the KCATA reserves the right to award the entire bid to one bidder, or to split the award of the items to multiple bidders.
3. If awarded at all, the bid may be awarded to the bidder whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. **Conditional bids and any bid taking exception to these instructions or conditions, to the contract terms/conditions or specifications, or to other contract requirements shall be considered non-responsive and shall be rejected.**

**E. Purchase Order and Contract.**

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

**F. Licenses and Permits.**

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



## SECTION 01 – GENERAL REQUIREMENTS

### 01.01 PROJECT

Project Owner: **KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Project Title: **112 TRAM RAIL ACQUISITION**

### 01.02 PROJECT DESCRIPTION:

The proposed projects generally include:

112 Tram Rail Acquisition

Procurement and delivery of 112 Tram Rail to Berkley Riverfront in Kansas City, Missouri.

This project will be known as: **112 Tram Rail Acquisition**

The successful bidder shall furnish all necessary labor, materials, equipment, supplies, tools 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 single Unit Price Contract. Required work is not necessarily limited to the unit price items listed in the bid form. It is the intent of the drawings and specifications that the resulting improvements be fully completed, functional and ready for operation. The cost of work not specifically identified by a bid form unit price shall be included in provided unit price items.

KCATA reserves the right to add to or reduce the scope of work 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.

### 01.03 STANDARD SPECIFICATIONS & DRAWINGS

01.03.01 The following standard specifications and drawings are hereby made part of these technical specifications and drawings by reference. Copies of the referenced specifications and drawings can also be made available to any prospective bidder upon request through the KCATA.

(1a) Kansas City Area Transportation Authority Standard Technical Specifications and Standard Plans and Details shall be the controlling references for all Kansas City Area Transportation Authority owned installations.

## SECTION 02 – PROJECT SPECIAL PROVISIONS

### 02.01 PROJECT SUMMARY

This Section is included for the purpose of summarizing the work, establishing a working relationship, and detailing general and special work or programs which may be required. Some of the specifications or statements in this section may also be addressed elsewhere in the Project Manual. Any interpretation of conflicting statements will be adjudicated by the Project Manager.

Bids must be submitted on the Proposal or Bid Form provided. Each line item shall be bid using the listed units and quantities. It is intended the cost of all work, required to complete the entire project, be included in the Proposal form. All required work not provided a specific bid item shall be included in other bid items.

### 02.02 CONSTRUCTION SCHEDULE REQUIREMENTS

02.02.01 Schedule limitations and considerations (if applicable) are identified below.

(1) Schedule Considerations: All material shall be delivered on-site no later than January 31, 2023

02.02.02 Contract completion date shall not be adjusted when adverse weather delays exceed the "anticipated adverse weather delay days" as outlined below:

### 02.03 SUMMARY

02.03.01 Scope

(1) This specification covers the procurement and delivery of carbon steel rails that are intended for use as tee rails and grooved rails for streetcars.

### 02.04 REFERENCES

02.04.01 American Railway Engineering and Maintenance-of-Way Association (AREMA:

(1) AREMA – "Manual for Railway Engineering" (AREMA Manual), latest edition,

### 02.05 SUBMITTALS

02.05.01 Certification that the products submitted meet Buy America requirements of 49 CFR 661 and 49 U.S.C Section 5323(j).

02.05.02 Prior to rolling of the rail, the Contractor shall submit the summary of material being rolled by both tonnage and length of rail to confirm that the length of rail required by the order is sufficient for the project.

## PRODUCTS

### 02.06 TEE RAIL

02.06.01 Not Used

### 02.07 GROOVED RAIL MANUFACTURE

02.07.01 Grooved rail section shall be 112 TRAM Rail.

02.07.02 The steel shall be melted using electric-furnace process.

02.07.03 The steel in liquid form shall be vacuum degassed.

02.07.04 The steel shall be produced using a continuous casting process. The minimum reduction ratio from cast bloom to final product will be 8:1.

02.07.05 The Product shall be hot rolled.

02.07.06 All aspects of the Manufacturer's quality system shall be in effect.

### 02.08 GROOVED RAIL CHEMICAL COMPOSITION

02.08.01 Final chemical testing will be from the tundish during casting and will represent the front and back of the heat. The average of the tests will be reported. Finished material representing the heat may be product tested. The product analysis shall be considered as meeting the specification if they are within the limits specified on the right side of the tables below.

#### (1) Premium Strength

Element	Chemical Analysis (wt %)	Product Analysis Tolerance (wt %)	
		Under Min.	Over Max.
Carbon	0.62 – 0.80	0.02	0.02
Manganese	0.70 – 1.20	0.05	0.05
Phosphorus Max.	0.025		0.008
Sulfur Max.	0.025		0.008
Silicon	0.15 – 0.58	0.02	0.02
Chromium Max.	0.15		0.03
Molybdenum Max.	0.050		
Aluminum Max.	0.010		
Copper Max.	0.40		
Hydrogen Max.	2.5 ppm		

#### 02.08.02 Hydrogen

(1) Hydrogen shall be subject to the limits listed above. If the hydrogen exceeds those limits, the blooms from the heat shall be slow cooled and the rails will be tested.

## EXECUTION

### 02.09 MECHANICAL PROPERTIES AND ELECTRICAL RESISTANCE

- 02.09.01 Brinell Hardness will be measured on the running surface of the rail after the decarburized layer has been removed. The frequency of testing shall be once per heat and will be constructed in accordance with ASTM E 10. For head-hardened strength, the minimum hardness will be 260 BHN.
- 02.09.02 Tensile tests will be taken from the running surface corner of the rail. The frequency shall be once per heat and will be conducted in accordance with ASTM A 370. Results will be determined by grade. For head-hardened strength, the minimum tensile strength will be 128 ksi with a 10% elongation.
- 02.09.03 If any tests fail to meet the requirements of 02.08.01 or 02.08.02, then two further tests shall be performed on samples from two other rails from the same heat. If those two tests are successful, the rails from the heat are acceptable.
- 02.09.04 Direct current resistance shall be measured on one rail per heat and shall not be more than 10.5 micro-ohms (x 10<sup>-6</sup> ohms) per foot. Alternatively, the electrical resistance can be determined by calculating the electrical resistivity ratio in comparison to pure copper. The calculated resistivity ratio to Cu will be 15.0 maximum.

### 02.10 DIMENSIONAL TOLERANCES

- 02.10.01 The drawings of the rail along with the nominal dimensions is listed in 02.15. Dimensional tolerances to nominal are as follows:

Height of Rail (running or groove side)	-0.020"/+0.040"
Width of Groove	-0.040"/+0.040"
Depth of Groove	-0.040"/+0.040"
Width of Running Rail Head	-0.040"/+0.040"
Overall Top Width	-0.080"/+0.060"
Base Width	-0.125"/+0.125"
Base Concavity	-0.000"/+0.040"
Twist	0.063" max

### 02.11 IDENTIFICATION

- 02.11.01 The rail will be cold stamped on the grooved head (not running surface) once on each end of the rail. The cold stamp will include manufacturer code, grade (head-hardened) and heat number (AM P x#####). The letter in the heat number specifies year produced.

### 02.12 SURFACE IMPERFECTIONS

- 02.12.01 All rails shall undergo visual surface inspection to cull injurious imperfections.
- 02.12.02 Surface imperfections may be conditioned as long as the rail microstructure is not affected by the operation. This may be accomplished by using appropriate methods (lamellar flap tool, grinding belt, etc.)

#### 02.12.03 Protrusions

- (1) Protrusions on the running surface or underside of the base shall be dressed smooth.
- (2) Protrusions on any other surface are allowed up to 0.060". Protrusions higher than 0.060" may be conditioned down to 0.060".

#### 02.12.04 Depressions

- (1) Depressions in the base and rail body:
  - (a) Hot scratches, scratches, and grooves that are principally longitudinal to the rail axis shall not exceed a depth of 0.040". Imperfections principally transverse to the rail axis shall not exceed 0.030". Transverse imperfections greater than 0.020" but not less than 0.040" may be conditioned down to 0.030".
  - (b) Seams are allowed up to a depth of 0.040" and a surface area of 0.160" (transverse) by 1.180" (longitudinal).
  - (c) Overlaps are allowed of up to 0.020" deep and can extend the full length of the rail.
  - (d) Cold marks are allowed up to 0.020".
- (2) Depressions in the running surface:
  - (a) Imperfections in the running surface shall not exceed 0.020" in depth.
  - (b) Principally longitudinal defects shall be a maximum of 0.160" wide, and principally transverse defects shall not have an area exceeding 0.400" x 0.080".

#### 02.13 STRAIGHTNESS

02.13.01 The rail will be straightened in a roller straightening process.

##### 02.13.02 End straightness:

- (1) The straightness of the ends of the rails shall be checked with a 3' straightedge. Within this length, deviations from straightness in the vertical or horizontal directions shall not exceed 0.030". The deviation in the vertical direction is only allowed if the end has a continual upsweep.

##### 02.13.03 Line straightness:

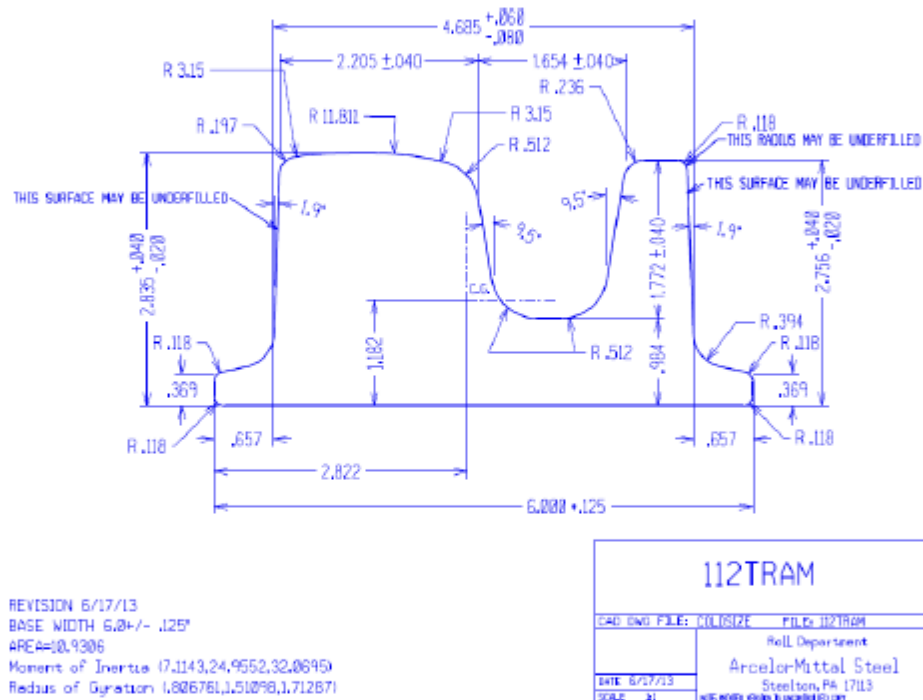
- (1) Line straightness from end to end shall be checked with the naked eye. If there is a sharp kink, it shall be further examined and corrected. For general sweep, if an imaginary line was drawn from one end to the other of a 40' rail, the maximum

tolerable gap will be 1".

## 02.14 COLD SAWING

- |          |   |
|----------|---|
| 02.14.01 | The cut shall be square in both the vertical and horizontal directions with a maximum deviation of 0.30". |
| 02.14.02 | Any excessive saw burr will be removed. No beveling of the end will be allowed.                           |
| 02.14.03 | Rail shall be cold sawed only, all other cutting methods are prohibited by the manufacturer.              |

02.15 112 Tram Rail Cross Section



## 02.16 CERTIFICATION

- 02.16.01 A certified mill test report will be issued with the results of the chemical and mechanical testing to confirm the product meets this specification.

## 02.17 ADD ALTERNATE

- 02.17.01 This specification may include an "add alternate" in the bid tab. This add alternate's inclusion shall be confirmed by KCATA prior to formal execution of the contract with the Contractor.



02.18 DELIVERY

- 02.18.01 The procured rail shall be delivered, off-loaded, and stored adjacent to the Berkley Riverfront on Berkley Parkway (also known as Front Street) in Kansas City, Missouri. The provided location will be level. The off-loaded material shall be stacked on dunnage and kept out of dirt and mud.
- 02.18.02 The specific location for the off-loading and storage of the material on the Berkley Riverfront will be coordinated with the supplier prior to shipping.

**MEASUREMENT**

02.19 MEASUREMENT

- 02.19.01 Measurement will be made by length of rail times 112 pounds per yard converted to tons.

**PAYMENT**

02.20 PAYMENT

- 02.20.01 Payment for items in this Section shall
- Per Ton 112 Tram Rail Material
  - Per Ton 112 Tram Rail Delivered

**END OF SECTION**

## **SECTION 03 – GENERAL PROVISIONS**

### **03.01 GENERAL REQUIREMENTS**

#### **03.01.01 ADMINISTRATION & MANAGEMENT**

- (1) Administration & Management shall include costs of all work and items necessary to maintain the project. These items include but may not be limited to: Preparing and updating the project schedule, preparation of shop drawing submittals, submittal of weekly payroll records, preparation of monthly payment applications and lien waivers, coordination with other contractors, coordination with utility companies, coordination with the KCATA's Project Management Office, attending progress meetings, etc. If requested, the Contractor shall submit a breakdown of items included in Administration & Management.

#### **03.01.02 CONSTRUCTION STAGING**

- (1) Once initial staging locations have been approved, the Contractor shall not move or otherwise operate outside these limits without first obtaining approval from the KCATA.
- (2) Staging areas for loading and unloading of materials also requires pre-approval.

**END OF SECTION**



## 03.02 CONTRACT CONSIDERATIONS

### 03.02.01 APPLICATIONS FOR PAYMENT

- (1) Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
- (2) Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- (3) Payment Period: One Month.
- (4) When KCATA Project Management Office requires substantiating information, submit data justifying dollar amounts in question within three (3) working days of the request.
- (5) Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- (6) Include the following with the application:
  - (a) Partial Conditional release of liens including all major Subcontractors and vendors. (KCATA Form)
  - (b) Payroll records for all contractors for previous month. (Contractor standard)
  - (c) Contractor Utilization Form (KCATA Form)
  - (d) Affidavits attesting to off-site stored products. (KCATA Form)
  - (e) Updated construction progress schedules, revised and current.

### 03.02.02 CHANGE PROCEDURES

Not used.

### 03.02.03 DEFECT ASSESSMENT

- (1) KCATA or their representative may inspect and evaluate all Work for defect assessment at any time.
- (2) Any Work, or portions of the Work, not conforming to specified requirements must be either repaired or replaced at the discretion of the KCATA or their representative.
- (3) If, in the opinion of the KCATA, it is not practical to remove and replace the Work, the KCATA will direct one of the following remedies:
  - (a) The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price reduced up to 50 percent at the discretion of the KCATA.
  - (b) The defective Work will be partially repaired according to the instructions of the

KCATA, and the unit sum/price will be adjusted to a new sum/price reduced up to 50 percent at the discretion of the KCATA.

- (4) The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.
- (5) The authority of the KCATA to assess the defect and identify payment adjustment, is final.

#### 03.02.04 ALTERNATES

- (1) Submit alternatives identifying the effect on adjacent or related components.
- (2) Alternatives quoted on Bid Forms will be reviewed and accepted or rejected at the KCATA or the KCATA designated representative's option. Accepted alternates will be identified in the KCATA-Contractor Agreement.
- (3) Coordinate related work and modify surrounding work to integrate the Work of each alternative.

**END OF SECTION**

### 03.03 COORDINATION AND MEETINGS

#### 03.03.01 CONTRACTOR'S RESPONSIBILITY

- (1) Contractor shall be responsible for coordinating all work with KCATA's representative who will be identified prior to commencement of work.

#### 03.03.02 TIMELY COMPLETION

- (1) Contractors shall coordinate the Work with other contractors so that all work once started in a given area will be completed in that area as soon as possible with good workmanship.

#### 03.03.03 COORDINATION AND PROJECT CONDITIONS

- (1) Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- (2) Verify utility requirements and characteristics of equipment are compatible with utilities in a timely manner. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- (3) If applicable, coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- (4) If applicable, in finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- (5) Coordinate completion and clean-up of Work for Substantial Completion.
- (6) Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of KCATA's activities and public.

#### END OF SECTION

## 03.04 REGULATORY REQUIREMENTS

### 03.04.01 CODES

- (1) In addition to these specifications, the laws, ordinances, and latest amendments thereto at the place of construction shall govern this project and shall include and conform to applicable laws, ordinances, and industry standards including:

ADAAG	Americans With Disabilities Act Accessibility Guidelines
UFAS	Uniform Federal Accessibility Standards
OSHA	Occupational Safety and Health Administration
SMACNA	Sheet Metal and Air-Conditioning Contractors' National Assn.
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
UL	Underwriters' Laboratories
KCMMB	Kansas City Metro Materials Board
CRSI	Concrete Reinforcing Steel Institute
AISC	American Institute of Steel Construction
NRCA	National Roofing Contractors' Association.
ASTM	American Society of Testing Materials
AWI	Architectural Woodwork Institute Quality Standards
DWI	Door and Window Institute
ANSI	ANSI/AAMA Industry Standards
FGMA	FGMA Glazing Manual
NFPA	National Fire Protection Association
---	Class "A" Rating for Roofing (unless otherwise noted)
---	Missouri State Health Department
---	Missouri Inspection Bureau
---	National codes adopted by the local jurisdiction with respective local amendments.
IBC	International Building Code, Latest Edition.
IMC	International Mechanical Code, Latest Edition.
IPC	International Plumbing Code, Latest Edition.
IEC	International Electrical Code, Latest Edition.
IFC	International Fire Code, Latest Edition.
NEC	NFPA 70 National Electric Code Latest Edition

- (2) Also, any other ordinances, laws, rules, or regulations of the local jurisdiction, or federal, state, or local organizations having jurisdiction over any or all parts of this improvement.
- (3) In case of conflict, the KCATA Project Management Office will decide which authority is applicable, and its decision shall be final.

### END OF SECTION

03.05 PROJECT PROCEDURES

03.05.01 AWARD OF CONTRACT AND BEGINNING WORK

- (1) Prior to execution of Contract, KCATA and Contractor shall review the following:
  - (a) Major Subcontractors and materials suppliers
  - (b) Construction schedule
  - (c) Unit prices, if any
  - (d) Clarification of work scope and/or alternates

**END OF SECTION**

## 03.06 SUBMITTALS

### 03.06.01 SUBMITTAL PROCEDURES

- (1) Transmit each submittal from Contractor to the KCATA or the KCATA designated representative. The Contractor shall submit the documents electronically in Portable Document format (PDF) via CD ROMs, USB drive, email, or an electronic submittal software. Coordinate submission of related items.
- (2) Hard copy submittals may also be required as directed by the KCATA.
- (3) Submittals received from other sources other than Contractor will be returned without action.
- (4) Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- (5) Identify Project, Contractor, Subcontractor or supplier, pertinent drawing and detail number, and specification section number, as appropriate.
- (6) Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- (7) Schedule submittals to expedite the Project and deliver to the KCATA or the KCATA designated representative at business address identified herein. Coordinate submission of related items.
- (8) For each submittal for review, allow ten (10) working days excluding delivery time to and from the Contractor.
- (9) Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- (10) Provide space for Contractor and Architect/Engineer review stamps.
- (11) Revise and resubmit submittals as required; identify all changes made since previous submittal.
- (12) When revised for resubmission, identify all changes made since previous submission.
- (13) Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- (14) Submittals not required or requested may not be reviewed or processed.

### 03.06.02 PROPOSED PRODUCTS LIST

- (1) Within ten (10) working days after date of KCATA-Contractor Agreement, submit list of major products proposed for shop drawing or catalog cut review, with name of manufacturer, trade name, and model number of each product.
- (2) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 03.06.03 PRODUCT DATA

- (1) Product Data for Review:
  - (a) Submitted to the KCATA or the KCATA designated representative for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - (b) After review, provide copies and distribute in accordance with Section 03.06.03 SUBMITTAL PROCEDURES article above and for record documents purposes.
- (2) Product Data for Information:
  - (a) Submitted for the KCATA's and/or Architect/Engineer's knowledge.
- (3) Product Data for Project Close-out:
  - (a) Submitted for the KCATA's benefit during and after project completion.
- (4) Submit in accordance with Section 03.06.03 SUBMITTAL PROCEDURES.
- (5) Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- (6) Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- (7) After review distribute in accordance with Section 02.06.03 SUBMITTAL PROCEDURES article above and provide copies for record documents purposes.

#### 03.06.04 SHOP DRAWINGS

- (1) Shop Drawings for Review:
  - (a) Submitted to the KCATA or the KCATA designated representative for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - (b) After review, produce copies and distribute in accordance with Section 02.06.03 SUBMITTAL PROCEDURES article above and for record documents purposes.
- (2) Shop Drawings for Information:



- (a) Submitted for the KCATA's and/or Architect/Engineer's knowledge.
- (3) Shop Drawings for Project Close-out:
  - (a) Submitted for the KCATA's benefit during and after project completion.
- (4) Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- (5) After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents.
- (6) Submit in accordance with Section 02.06.03 SUBMITTAL PROCEDURES.

#### 03.06.05 CERTIFICATES

- (1) When specified in individual specification sections, submit certification by the manufacturer, installation/application Subcontractor, or the Contractor to the KCATA or the KCATA designated representative, in quantities specified for Product Data.
- (2) Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- (3) Certificates may be recent or previous test results on material or Product but must be acceptable to the KCATA or the KCATA designated representative.

#### 03.06.06 MANUFACTURER'S INSTRUCTIONS

- (1) When specified in individual specification sections, submit instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to KCATA in quantities specified for Product Data.
- (2) Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### **END OF SECTION**



### 03.07 QUALITY CONTROL

#### 03.07.01 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- (1) Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- (2) Comply with manufacturers' instructions, including each step, in sequence.
- (3) Should manufacturers' instructions conflict with Contract Documents, request clarification from the KCATA or the KCATA designated representative before proceeding.
- (4) Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- (5) Perform Work by persons qualified to produce required and specified quality.
- (6) Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- (7) Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### 03.07.02 TOLERANCES

- (1) Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- (2) Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from the KCATA or the KCATA designated representative before proceeding.
- (3) Adjust Products to appropriate dimensions; position before securing Products in place.

#### 03.07.03 REFERENCES AND STANDARDS

- (1) For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- (2) Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- (3) Obtain copies of standards where required by product specification sections.
- (4) Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the KCATA or the KCATA designated representative shall be altered from

the Contract Documents by mention or inference otherwise in any reference document.

#### 03.07.04 TESTING SERVICES

- (1) Testing and source quality control may occur on or off the project site. Perform off-site testing as required by any applicable building codes and/or manufacturer's recommendations.

#### 03.07.05 INSPECTION SERVICES

- (1) Inspections may occur on or off the project site. Perform off-site inspecting as required by any applicable codes and/or manufacturer's recommendations.

#### 03.07.06 MANUFACTURER'S FIELD SERVICES

- (1) When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as otherwise applicable, and to initiate instructions when necessary.
- (2) Submit qualifications of observer to the KCATA or the KCATA designated representative seven (7) calendar days in advance of required observations. Observer subject to approval of the KCATA or the KCATA designated representative.
- (3) Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- (4) Submit report in accordance with Section 02.06.03 SUBMITTAL PROCEDURES within five (5) calendar days of observation to the KCATA or the KCATA designated representative for review.

**END OF SECTION**

### 03.08 MATERIAL AND EQUIPMENT

#### 03.08.01 TRANSPORTATION AND HANDLING

- (1) Transport and handle Products in accordance with manufacturer's instructions.
- (2) Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- (3) Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.
- (4) Protect finished surfaces including jambs and soffits of openings used as passageways through which equipment and materials are handled.
- (5) Maintain finished surfaces clean, unmarred, and suitably protected until accepted by KCATA.
- (6) Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

#### 03.08.02 STORAGE AND PROTECTION

- (1) Store and protect Products in accordance with manufacturers' instructions.
- (2) Store with seals and labels intact and legible.
- (3) Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- (4) Deliver products to job site in manufacturers' original container with labels intact and legible.
- (5) Promptly remove damaged material and unsuitable items from job site and promptly replace with material meeting the specified requirements at no additional cost to KCATA.
- (6) Maintain packaged materials with seals unbroken and labels intact until time of use.
- (7) The KCATA or the KCATA designated representative may reject as non-complying such material and products that do not bear identification satisfactory to the KCATA or the KCATA designated representative as to manufacturer, grade, quality, and other pertinent information.
- (8) For exterior storage of fabricated Products, place on sloped supports above ground.
- (9) Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- (10) Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- (11) Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- (12) Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- (13) Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.
- (14) In event of damage, promptly make replacements and repairs to the KCATA or the KCATA designated representative's approval at no additional cost to KCATA.
- (15) Additional time required to secure replacements and to make repairs will not be considered by KCATA to justify an extension on the Contract Time and Completion.

#### 03.08.03 PRODUCT OPTIONS

- (1) Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- (2) Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- (3) Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 03.08.04 SUBSTITUTIONS

- (1) Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- (2) Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- (3) A request constitutes a representation that the Bidder:
  - (a) Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - (b) Will provide the same warranty for the Substitution as for the specified Product.
  - (c) Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to KCATA.
  - (d) Waives claims for additional costs or time extension which may subsequently become apparent.

- (e) Will reimburse the KCATA or the KCATA designated representative for review or redesign services associated with re-approval by authorities.
- (4) Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- (5) Substitution Submittal Procedure:
  - (a) Submit in accordance with Section 02.06.03 SUBMITTAL PROCEDURES a copy of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - (b) Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
  - (c) The KCATA or the KCATA designated representative will notify Contractor in writing of decision to accept or reject request.

**END OF SECTION**

03.09 PROJECT CLOSEOUT

03.09.01 CONTRACTOR'S AFFIDAVIT AND INDEMNITY

- (1) Submit three completed and notarized copies of AIA Form G706 "Contractor's Affidavit of Payment of Debts and Claims" and AIA Form G707 "Consent of Surety Company to Final Payment" with request for Final Payment.

**END OF SECTION**

### 03.10 TESTING, INSPECTIONS, PERMITS, & MAINTENANCE BONDS

#### 03.10.01 TESTING

- (1) On-site testing shall be provided by the KCATA. KCATA provided testing shall include subgrade & aggregate density tests, concrete sampling and testing, and asphalt compaction testing. Contractor shall be responsible to notify the KCATA, its representative and the designated testing lab when materials are ready for testing, prior to placement of concrete or subsequent materials.
- (2) Contractor shall be responsible for all testing necessary to assure steel, rail, concrete and/or asphalt plants, products and materials are in compliance with the specifications, unless specifically identified otherwise.

**END OF SECTION**

## **SECTION 04 – STANDARD TECHNICAL SPECIFICATIONS**

### **04.01 ADMINISTRATION & MANAGEMENT**

04.01.01 See Section 03 – General Provisions.

**END OF SECTION**



## **SECTION 05 – PROJECT MEASUREMENT AND PAYMENT**

THE FOLLOWING SCOPE OR BID ITEMS MAY NOT BE INCLUDED IN THE PROPOSAL OR BID FORM. THE ONLY BID ITEMS FOR THIS PROJECT ARE AS INDICATED IN THE BID FORM. THE COST OF ALL WORK NECESSARY TO COMPLETE THE PROJECT AS INDICATED IN THE PLANS AND SPECIFICATIONS SHALL BE INCLUDED IN THE ITEMS LISTED IN THE BID FORM.

See Section 02.19 and 02.20 for information on payment of 112 Tram Rail.

**ATTACHMENT A**  
**SAMPLE CONTRACT AGREEMENT AND CONTRACT TERMS & CONDITIONS**

**CONTRACT #F22-5018-39A**  
**112 TRAM RAIL ACQUISITION**

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ ("**Contractor**"), with offices at \_\_\_\_\_.

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

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bid (IFB) solicited by the KCATA, dated June 13, 2022, entitled "112 Tram Rail Acquisition" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the 112 Tram Rail as needed at the firm fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of twelve (12) months beginning on or near September 1, 2022. The materials to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the "contract term."

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's Price/ Bid Response Form (Appendix). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars and \_\_\_\_ Cents (\$\_\_\_\_\_).

**5. ORDER OF PRECEDENCE**

In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this Contract, the following order of precedence shall apply:

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference
- D. Contractor's Bid Response; and

E. KCATA's IFB and Scope of Work/Specifications, including any attachments incorporated by reference.

**6. MISCELLANEOUS PROVISIONS.**

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

Appendix A. Contract Terms and Conditions; and  
Appendix B. Scope of Work; and  
Appendix C. Price/Bid Response Form Submitted by Contractor.

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

**KANSAS CITY AREA TRANSPORTATION  
AUTHORITY (KCATA)**

By \_\_\_\_\_  
Name of Authorized Signer  
Title of Authorized Signer

By \_\_\_\_\_  
Melissa Bynum, Chairman of the Board  
Chairman of the Board

By \_\_\_\_\_  
Samantha Overman  
Assistant Secretary of the Board

## KCATA CONTRACT TERMS AND CONDITIONS

### 1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

### 2. AGREEMENT IN ENTIRETY

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

### 3. ASSIGNMENT

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

### 4. BANKRUPTCY

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

### 5. BONDING REQUIREMENTS

- A. Bid Bond. A 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.
- B. Performance Bond and Payment Bond. The successful bidder will be required to furnish and pay for a Performance Bond in the amount of one hundred percent (100%) of the contract price, and a Payment Bond in the amount of fifty percent (50%) of the contract price. The cost of the bonds shall be included in the bid price. Bidder may submit a bond, certified check, or cashier's check. The amount of bond will be adjusted with any executed Change Orders that affect the contract price.
- C. Bonds must be issued from a licensed, fully qualified surety company acceptable to KCATA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of Authority as described hereunder. The bonds

shall remain valid and in effect for the full term of this Contract. KCATA may require an increase in the bond amount in the event of changes to the contract price.

- D. A cash deposit, certified check, irrevocable letter of credit (LOC) or another negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.
- E. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.
- F. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

## **6. BREACH OF CONTRACT; REMEDIES**

- A. If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## **7. CHANGES**

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

## **8. CIVIL RIGHTS**

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*; Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 1201, *et seq.*; 49 C.F.R. part 21; 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), U.S. Department of Justice (DOJ) 28 C.F.R. §; and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**C. ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended; 49 C.F.R. part 27; 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

**D.** Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

**9. CONFLICTS OF INTEREST (ORGANIZATIONAL)**

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the

Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

#### **10. CONTRACTOR'S PERSONNEL**

All of the manufacturing and services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee the scope of this Contract. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

#### **11. CONTRACTOR'S RESPONSIBILITY**

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

#### **12. DELIVERY**

Materials and/or equipment shall be delivered, off-loaded, and stored adjacent to the Berkley Riverfront on Berkley Parkway (also known as Front Street) in Kansas City, Missouri. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

#### **13. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 14. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

#### 15. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemic; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

#### 16. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required



hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

## **17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

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

## **18. HEADINGS**

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

## **19. INDEPENDENT CONTRACTOR**

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

## **20. INSPECTION OF SERVICES**

- A. The Authority has the right to inspect and test all materials called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- B. If any of the materials provided do not conform to Contract requirements, the Authority may require the contractor to replace the identified material in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
  - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
  - 2. Reduce the Contract Sum accordingly.
- C. If the Contractor fails to promptly provide the acceptable material again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
  - 1. By contract or otherwise, charge to the Contractor any cost incurred by the Authority that is directly related to the non-conforming material; or
  - 2. Terminate the Contract for default.

## **23. INSURANCE**

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers' Compensation policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. **The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII).** An exception to the minimum A.M. Best rating is

granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).

B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

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

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

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

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

1. **Worker's Compensation:**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident  
Bodily Injury by Disease -- \$500,000 Each Employee  
Bodily Injury by Disease -- \$500,000 Policy Limit

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

2. **Commercial General Liability:**

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

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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

4. **Pollution**

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

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

5. **Umbrella or Excess Liability**

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

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

**24. LIABILITY AND INDEMNIFICATION**

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.

B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court

costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts, omissions, or products (tram rail) of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work or providing products (tram rails) under this Contract, Contractor shall promptly notify KCATA of such suit.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

## **25. LICENSING, LAWS, AND REGULATIONS**

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

## **26. NOTIFICATION AND COMMUNICATION**

- A. Communications regarding technical issues and activities of the project shall be exchanged with Linda Clark, KCATA's Project Manager, at 816-560-3418- or via e-mail at [@kcata.org](mailto:@kcata.org).

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

If to KCATA: Denise Adams, Manager of Procurement  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **27. PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

## **28. PROHIBITED INTERESTS**

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

## **29. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility, or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

## **30. RECORD RETENTION AND ACCESS**

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims, or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

## **31. REQUESTS FOR PAYMENT**

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org). All invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.

- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
  2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
  3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
  4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
  5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
  6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

### **32. RIGHT TO OFFSET**

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

### **33. SEAT BELT USE POLICY**

Contractor agrees to comply with terms of Executive Order No. 13043 and 13513, "Increasing Seat Belt Use in the United States;" 23 U.S.C. part 402; and U.S. DOT Order 3902.10. Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.



#### 34. SEVERABILITY

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

#### 35. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.
- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
  - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  - 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  - 3. The following provisions if included in this Contract:
    - Acceptance of Material – No Release
    - ADA Access Requirements
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Bonding Requirements
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Contractor's Personnel
    - Contractor's Responsibility
    - Debarment and Suspension
    - Delivery
    - Disadvantaged Business Enterprise (DBE)
    - Disclaimer of Federal Government Obligations or Liability
    - Dispute Resolution
    - Employee Eligibility Verification
    - Employee Protections – Construction Employees
    - Environmental Regulations
    - Federal Changes
    - Federal Tax Liability and Convictions

Force Majeure  
 Fraud and False or Fraudulent Statements or Related Acts  
 General Provisions  
 Governing Law: Choice of Judicial Forum  
 Headings  
 Incorporation of FTA Terms  
 Independent Contractor  
 Insurance  
 Liability and Indemnification  
 Licensing, Laws, and Regulations  
 Lobbying  
 Notification and Communication  
 Privacy Act Requirements  
 Prohibited Interests  
 Prohibited Weapons and Materials  
 Record Retention and Access  
 Requests for Payment  
 Right to Set Off  
 Seat Belt Use Policy  
 Severability  
 Subcontractors  
 Suspension of Work  
 Termination  
 Texting While Driving and Distracted Driving  
 Unavoidable Delays  
 United States Product Preference – Buy America  
 Warranty

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

### **36. SUSPENSION OF WORK**

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

### **37. TERMINATION**

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**

1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
  2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

### 38. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

### 39. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.

- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

#### **40. WARRANTY**

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

#### **41. FTA REQUIRED CLAUSES**

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (29) dated February 9, 2022), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
  - 1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
  - 2. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
  - 3. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

4. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

C. **Disadvantaged Business Enterprise (DBE).**

1. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of KCATA to:
  - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
  - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
  - e. Help remove barriers to the participation of DBE's in DOT assisted contracts;
  - f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
  - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 23.3 percent.* **There is no separate goal established for this project.**
3. 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. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
4. 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:

- 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
- 2) The listed DBE subcontractor fails or refuses to perform the work to 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
- 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
- 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
- 5) 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
- 6) The DBE subcontractor is not a responsible contractor; or
- 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10) 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.

- b. 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 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.

- D. **Disclaimer of Federal Government Obligation or Liability.** The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

**E. Employee Protections - General.**

**1. Contract Work Hours and Safety Standards Act.**

- a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701-3708 *et seq* and supplemented by Department of Labor (DOL) Regulations 29 CFR part 5)
- b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
- c) Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
- d) Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 5 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

**F. Environmental Regulations.**

- 1. Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

2. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1388 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
3. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
4. Recovered Materials/Recycled Products. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

**G. Federal Tax Liability and Recent Felony Convictions**

1. Contractors must certify that they do not:
  - a) Have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
2. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
3. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

**H. Fraud and False or Fraudulent Statements or Related Acts.**

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



the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. **Incorporation of Federal Transit Administration Terms.** The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

J. **Lobbying Restrictions.**

1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

K. **United States Product and Service Preference – Buy America**

1. The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal funds 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 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.

Contractor's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_

**ATTACHMENT B**  
**CHECK LIST OF REQUIRED DOCUMENTS**

The following forms are required to be submitted as part of your Bid. Your Bid may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. The electronic copy of these forms can be obtained by going to: [http://www.kcata.org/about\\_kcata/entries/vendor\\_forms](http://www.kcata.org/about_kcata/entries/vendor_forms)

- Bid Bond – Five Percent (5%) of Bid Price
- Attachment C      Bid Response Form
- Attachment D      References
- Attachment E      Affidavit of Civil Rights (Completed for Prime and Subcontractors)
- Attachment F-2      KCATA Workforce Analysis/EEO-1 Report
- Attachment G-1      Affidavit of Primary Participants Regarding Employee Eligibility Verification
- Attachment G-2      Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (for subcontractors)
- Attachment H-1      Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment H-2      Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment I-1      Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment I-2      Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment J-1      Certification of Primary Participant Regarding Federal Tax Liability and Conviction (Prime)
- Attachment J-2      Certification of Lower-tier Participant Regarding Federal Tax Liability/Conviction (Sub)
- Attachment K      Buy America Certification for Steel, Iron and Manufactured Products
- Receipt of Addenda Form (if addendum issued as part of this IFB)

*Files indicated as Lower-Tier Participants are required only if utilizing subcontractors for this contract.*

**ATTACHMENT C**  
**PRICE PROPOSAL / BID RESPONSE FORM – IFB #F22-5018-39A**

The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the IFB. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation, and drawings, if required, of the materials or services required in this procurement.

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

ITEM NO.	DESCRIPTION/COMMENTS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	112 Tram Rail – Delivered (Tons)	164 Tons	\$	\$
2.	112 Tram Rail – Delivery Fees	164 Tons	\$	\$
ADD ALTERNATES:				
3.	112 Tram Rail Delivered (Tons)	22 Tons	\$	\$
4.	112 Tram Rail – Delivery Fees	22 Tons	\$	\$
GRAND TOTAL				\$

**ESTIMATED DELIVERY TIME** \_\_\_\_\_

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Bids and any subsequent Addenda. The Bidder shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA IFB. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

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Company Name (Type / Print)	Date
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Address / City / State / Zip	
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Authorized Signature	Title
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Name (Type / Print)	
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Telephone #	Facsimile #
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E-mail Address	
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**ATTACHMENT D  
REFERENCES**

**IFB #F22-5018-39A  
112 RAIL ACQUISITION**

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

Job Description:	<hr/>		
Contract Amount:	<hr/>		
Time to Complete	<hr/>		
Job:	<hr/>		
Owner & Location:	<hr/>		
Contact Name:	<hr/>		Telephone No.:
E-mail Address:	<hr/>	Contract Date:	to
<hr/>			
Job Description:	<hr/>		
Contract Amount:	<hr/>		
Time to Complete	<hr/>		
Job:	<hr/>		
Owner & Location:	<hr/>		
Contact Name:	<hr/>		Telephone No.:
E-mail Address:	<hr/>	Contract Date:	to
<hr/>			
Job Description:	<hr/>		
Contract Amount:	<hr/>		
Time to Complete	<hr/>		
Job:	<hr/>		
Owner & Location:	<hr/>		
Contact Name:	<hr/>		Telephone No.:
E-mail Address:	<hr/>	Contract Date:	to
<hr/>			
Job Description:	<hr/>		
Contract Amount:	<hr/>		
Time to Complete	<hr/>		
Job:	<hr/>		
Owner & Location:	<hr/>		
Contact Name:	<hr/>		Telephone No.:
E-mail Address:	<hr/>	Contract Date:	to
<hr/>			

**ATTACHMENT E**  
**AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

I hereby swear or affirm that the business entity complies with the following:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Date

My Commission expires: \_\_\_\_\_

**ATTACHMENT F-1**  
**GUIDELINES FOR COMPLETING**  
**KCATA WORKFORCE ANALYSIS/EEO-1 REPORT**

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

**A. RACIAL/ETHNIC**

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

**B. JOB CATEGORIES**

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors, and kindred workers.
2. **Professionals**: Includes attorneys, accountants, and kindred workers.
3. **Technicians**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors, and kindred workers.
4. **Sales Workers**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, 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.

ATTACHMENT F-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

*Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.*

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
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Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number



**ATTACHMENT G-1**  
**AFFIDAVIT OF PRIMARY PARTICIPANTS**  
**COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.**  
**REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

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

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

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

**ATTACHMENT G-2**  
**AFFIDAVIT OF LOWER-TIER PARTICIPANT**  
**COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.**  
**REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

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

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

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

**ATTACHMENT H-1**  
**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS**

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

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

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

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

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT I-1**  
**CERTIFICATION OF PRIMARY PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT I-2**  
**CERTIFICATION OF LOWER-TIER PARTICIPANTS**  
**REGARDING RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**ATTACHMENT J-1**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge that:

1. Contractors does not:
  - a. Have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

If the Primary Participant (applicant for FTA grant, or cooperative agreement, or potential third-party Subcontractor) 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 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT J-2**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
CERTIFICATION OF LOWER-TIER PARTICIPANT  
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), \_\_\_\_\_ certifies to the best of its knowledge that:

1. Contractors does not:
  - a. Have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR 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 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date



**ATTACHMENT K**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

**BUY AMERICA CERTIFICATION FORM**

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

**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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_