

# RideKC<sup>®</sup>

## Kansas City Area Transportation Authority

REQUEST FOR QUOTATION (RFQ) #G22-7027-23

USED OIL AND TRANSMISSION FLUID ANALYSIS

July 1, 2022

Kansas City Area Transportation Authority (KCATA) requests quotes from qualified vendors to provide Used Oil and transmission Analysis as specified in the Specifications/Scope of Work. Release of this RFQ. Solicitation does not compel the KCATA to purchase.

### 1. Submittal of Quotations

- A. Your written quotation must be received in **KCATA's Procurement Department** offices no later than **July 29, 2022, at 2:00 p.m. Central Time** and may be submitted as follows:
1. Electronically. Via email to Jackie Woods, at [jwoods@kcata.org](mailto:jwoods@kcata.org) or via facsimile to 816-346-0336. Questions should be directed, in written format, to this email address.
  2. In Person or By Mail. Quotes delivered via US Postal Service or hand delivered to KCATA must be submitted in a sealed envelope with the RFQ Number, RFQ Title and Buyer's Name clearly marked on the outside and addressed to KCATA, Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO, 64108. If delivering in person, firms should consider the time needed to navigate KCATA's security and parking.
- B. **Quotations must be submitted to KCATA using the attached bid form. Modifications to the form or substitution of the quotation document(s) may deem the Proposer non-responsive. All requested documents, as specified, are due at the time of price/quote submission. Failure to provide documents may deem the Proposer non-responsive and therefore the bid/quote not considered.**
- C. Submission of a bid shall constitute a firm offer to the KCATA for one hundred twenty (120) calendar days.
- D. Quotations submitted after the date and time specified will not be considered for award.
- E. The KCATA reserves the right to accept or reject any or all quotations received, to modify this request, or cancel in part or in its entirety the RFQ if it is the best interest of the KCATA.

### 2. Bid Questions/ Comments

Any questions, comments or requests for clarification are due from bidders by 2:00 P.M. on July 15, 2022, and must be submitted in writing to Jackie Woods, Procurement Buyer, at [jwoods@kcata.org](mailto:jwoods@kcata.org). KCATA's response to these submissions will be in the form of an Addendum, with response anticipated by close of business on July 20, 2022.

### 3. Vendor Registration Process and Affirmative Action

- A. 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 must go through this process once but will be required to update their certifications/affidavits on a regular basis.

- B. 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.
  - C. The Vendor Registration Questionnaire is a fillable form and is provided in the online system.
  - D. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
  - E. 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. **Required Documents – Bid Submittal**. The following documents are required and must be provided with your Quote Submission. The Affidavits and Certifications are also available on KCATA's website at the following link: [http://www.kcata.org/about\\_kcata/entries/vendor\\_forms](http://www.kcata.org/about_kcata/entries/vendor_forms)
- A. 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 H (and on KCATA's website) for your convenience. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
  - B. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment I) or a current EEO-1 Report that has been filed with another government agency. This form is also on KCATA's website.
  - C. Employee Eligibility Verification
    - 1) In accordance with Section 285.500 RSMo, firms are required by 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.
    - 2) The bidder shall also affirm (Attachment J-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.
    - 3) 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).
    - 4) The Proposer shall obtain this affidavit from its subcontractors at all tiers (Attachment J-2). The subcontractors' forms shall be submitted as part of the bid documents.
  - D. Receipt of Addenda Form. This document will be included with the first addendum issued, if any.
  - E. The following documents are required only if you are utilizing subcontractors.
    - 1. Schedule of Participation of Prime Contractor and Subcontractors (Attachment H)
    - 2. Letter of Intent to Subcontract (Attachment E)

5. **Type/Term of Contract.** KCATA contemplates awarding a contract for two (2) years from the date of contract award based on estimated quantities and pricing provided in this quotation.

6. **Basis for Award.**

A. Contract award, if any, will be made on the basis of the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. Any such award will be made within 120 days after receipt of the quote.

B. 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 conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.**

7. **Reservations.** KCATA reserves the right to waive informalities or irregularities in quotes, to reject any or all quotes; to cancel this RFQ in part or in its entirety if it is in the best interest of the Authority.

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

9. **Communications.**

No person or entity submitting a quotation in response to this RFQ, nor any officer, employee, agent, representative, relative or consultant 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 during the period beginning on the date of RFQ issue and ending on the date of the selection of the Contractor. Any such contact would be grounds for disqualification of the respondent. Contact with KCATA Procurement department staff during such time period must be limited to site visits, questions, and discussions.

10. **Service Requirements**

A. Price must include services at **KCATA's Central Services Complex located at 1350 E. 17<sup>th</sup> Street, Kansas City, Missouri, 64108** unless specified otherwise herein.

B. The Supplier shall perform services in accordance with the contracted service times stated herein to the KCATA upon receipt of an authorized Purchase Order.

11. **Award and Purchase Order or Contract.**

A. KCATA shall have the right to make awards by item, group of items, or an all or none basis. KCATA may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by KCATA based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of KCATA for purchases of the product items described in the Pricing Table stated in Attachment B to a responsive and responsible bidder(s) whose bid response conforms to this RFQ and is the lowest in price.

B. Factors such as discounts, transportation costs and life cycle costs will be considered in determining which bid is lowest in price.

C. Upon acceptance and award of a bid by KCATA, a purchase order or contract (see Attachment B, "Terms and Conditions," 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.

- D. The purchase order or contract shall be considered as made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri except those pertaining to conflicts of law.

**12. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation.**

- A. It is the policy of the KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's) and Small Business Enterprises (SBE'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:
  - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  - 2. Create a level playing field on which DBE's and SBE's can compete fairly for DOT-assisted contracts;
  - 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's or SBE's;
  - 5. Help remove barriers to the participation of DBE's/SBE's in DOT-assisted contracts;
  - 6. To promote the use of DBE's/SBE's in all types of federally assisted contracts and procurement activities; and
  - 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. DBE, SBE, MBE and WBE firms are encouraged to submit quotations on this project as a Prime or subcontractor.
- C. **Non-Discrimination.** Bidders shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age in the performance of this project. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. 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).

**13. Additional Information**

**No person or entity submitting a proposal in response to this RFQ nor any officer, employee, agent, representative 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 KCATAs Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Proposer.**

**Submittal Checklist**

- \_\_\_\_\_ Attachment B: Quotation Response Form
- \_\_\_\_\_ Attachment C: KCATA Sample Contract/Terms and Conditions
- \_\_\_\_\_ Attachment D: References
- \_\_\_\_\_ Attachment E: Schedule of Participation of Contractor & Sub Contractor (if utilizing subcontractors)
- \_\_\_\_\_ Attachment F: Letter of Intent to Utilize DBE Subcontractors (if utilizing DBE subcontractors)
- \_\_\_\_\_ Attachment G: Contractor Utilization Plan/Request for Waiver (if utilizing subcontractors)
- \_\_\_\_\_ Attachment H-1: Affidavit of Civil Rights Compliance (Required for Prime)
- \_\_\_\_\_ Attachment I-2: KCATA Workforce Analysis/EEO-1 Report (Required for Prime)
- \_\_\_\_\_ Attachment J-1: Affidavit of Primary Participation Regarding Employee Eligibility Verification
- \_\_\_\_\_ Attachment J-2: Affidavit of Lower Tier Participation Regarding Employee Eligibility Verification (if utilizing subcontractors)
- \_\_\_\_\_ Attachment K-1: Certification of Primary Participants Regarding Federal Tax Liability and Conviction
- \_\_\_\_\_ Attachment K-2: Certification of Lower Tier Participants Regarding Federal Tax Liability and Conviction (if utilizing subcontractors)
- \_\_\_\_\_ Receipt of Addenda Form (will be included with Addendum #1 (if issued))

**NO BID REPLY FORM**

**RFQ #G22-7027-23**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
USED OIL AND TRANSMISSION FLUID ANALYSIS**

To assist KCATA in obtaining good competition on its Requests for Quotations, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Jackie Woods, KCATA's Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at [jwoods@kcata.org](mailto:jwoods@kcata.org).

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

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

- \_\_\_ 1. We do not wish to participate in the quotation process.
- \_\_\_ 2. We do not wish to propose under the terms and conditions of the Request for Quotations document. Our objections are:  
  
\_\_\_\_\_
- \_\_\_ 3. We do not feel we can be competitive.
- \_\_\_ 4. We do not provide the materials/services on which quotes are requested.
- \_\_\_ 5. Other: \_\_\_\_\_
- \_\_\_ 6. We wish to remain on the Bidder's list for these services.
- \_\_\_ 7. We wish to be removed from the Bidder's list for these services.

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

\_\_\_\_\_  
SIGNATURE

**ATTACHMENT A**  
**SCOPE OF WORK**  
**USED MOTOR OIL & TRANSMISSION FLUID ANALYSIS**

**A. BACKGROUND**

The Kansas City Area Transportation Authority (KCATA) provide public transportation services throughout the metropolitan Kansas City area. KCATA operates from 4:00 a.m. to 1:00 a.m. seven days a week, including holidays.

**B. SCOPE OF SERVICES**

KCATA is seeking a qualified supplier to provide used oil and transmission fluid analysis to KCATA Fleet preventive maintenance program, on its fleet of buses.

**C. USED MOTOR OIL ANALYSIS**

1. Provide USED OIL ANALYSIS on an estimated 1800-2100 oil samples per year.

Based on: 250 Buses in fleet

50,000 Estimated miles per year per bus

7 Oil analysis per day (based on a 6000 mile drain period).

2. The criteria for establishing critical value levels shall be those shown in used lubricating oil analysis warning limits on page 11, table 1.

3. The Used Oil Analysis Report shall reflect test results on:

- |                                |               |
|--------------------------------|---------------|
| a. Suspended Viscosity @ 100°C | n. Nickel     |
| b. SAE #                       | o. Silver     |
| c. Fuel Dilution (By %)        | p. Boron      |
| d. Solids                      | q. Sodium     |
| e. Moisture                    | r. Magnesium  |
| f. Anti-Freeze                 | s. Calcium    |
| g. Iron                        | t. Barium     |
| h. Aluminum                    | u. Phosphorus |
| i. Copper                      | v. Zinc       |
| j. Chromium                    | w. Molybdenum |
| k. Tin                         | x. Potassium  |
| l. Silicon (DIRT)              | y. Vanadium   |
| m. Lead                        |               |

4. The Used Oil Analysis Report must be returned in writing to the Authority within two (2) days from receipt of sample.

5. Contractor must notify Fleet Maintenance Manager Matt Gonder at 816-346-000 or email [mgonder@kcata.org](mailto:mgonder@kcata.org) of ANY anti-freeze and/or fuel contamination upon detection.

6. The most current Used Oil Analysis Report shall reflect the current test results as well as the test results of the two (2) preceding analysis, if applicable. The complete history to date shall be kept by the contractor.

7. The Contractor shall provide, at no charge, sample containers to the Authority for the life of the contract. KCATA Maintenance Manager will call when sample bottles are needed.

8. The Contractor shall assume responsibility of all mailing or shipping costs for samples submitted for testing and for results returned to the KCATA. If the Contractor is local, they shall provide pickup service at our receiving dock of oil samples for that day.
9. All data collected is the property of the Authority. Any use of this data without the written approval of the Authority is prohibited.

**D. USED TRANSMISSION FLUID ANALYSIS**

1. Provide USED TRANSMISSION FLUID ANALYSIS on an estimated 100-125 transmission fluid samples per year. The Transmission Fluid is Dyna Plex 21C Synthetic Transmission Fluid or one of similar characteristics. An automatic transmission fluid designed for use in heavy duty automatic transmissions typically found in bus fleet and over-the-road trucks suitable for Allison automatic transmissions. It meets the ZF TE-ML 14C and Voith G 607, G1363 test and requirements.

Based on: 250 Buses in fleet  
 50,000 Estimated miles per year per bus  
 3 Transmission Fluid analysis per every 75,000 miles.

2. The Used Transmission Fluid Analysis Report shall reflect test results on:

- |                   |               |
|-------------------|---------------|
| a. Moisture       | l. Boron      |
| b. Anti-Freeze    | m. Sodium     |
| c. Iron           | n. Magnesium  |
| d. Aluminum       | o. Calcium    |
| e. Copper         | p. Barium     |
| f. Chromium       | q. Phosphorus |
| g. Tin            | r. Zinc       |
| h. Silicon (DIRT) | s. Molybdenum |
| i. Lead           | t. Potassium  |
| j. Nickel         | u. Vanadium   |
| k. Silver         | v. Vis 100°C  |

3. The Used Transmission Fluid Analysis Report must be returned in writing to the Authority within two (2) days from receipt of sample.
4. Contractor must notify Fleet Maintenance Manager Matt Gonder at 816-346-000 or email [mgonder@kcata.org](mailto:mgonder@kcata.org) of ANY anti-freeze and/or moisture contamination upon detection.
5. The most current Used Transmission Fluid Analysis Report shall reflect the current test results as well as the test results of the two (2) preceding analysis, if applicable. The complete history to date shall be kept by the Contractor.
6. The Contractor shall provide, at no charge, sample containers to the Authority for the life of the contract.
7. The Contractor shall assume responsibility of all mailing or shipping costs for samples submitted for testing and for results returned to the KCATA.
8. All data collected is the property of the Authority. Any use of this data without the written approval of the Authority is prohibited.



**E. USED LUBRICATING OIL ANALYSIS - WARNING LIMITS**

1. **Used Lubricating Oil Analysis.** A used oil analysis program such as the Cummins Diesel Oil Analysis Program is recommended for monitoring crankcase oil in all engines. Oil analysis consists of a series of laboratory tests conducted on the engine lubricant. Most tests reveal conditions of the engine, while some indicate the condition of the lubricant. The "Warning Limits" Table 1 shows what each test evaluates, since an oil analysis cannot completely analyze the lubricating oil for continued service, it should not be used to extend oil drain intervals. The oil should be changed immediately if contamination is present in concentrations exceeding the warning limits shown in the table.

The limits are provided for guidance for a single sample analysis. It should never be concluded that the engine is worn out based on a single measurement that exceeds the warning level. Imminent engine wear-out can only be determined through a continuous oil analysis program wherein the change in data or deviation from baseline data can be used to interpret the condition of engine parts. Confirmation for necessity of engine overhaul should be based upon operational data (for example, increasing oil consumption and crankcase pressure) and physical inspection of parts.

2. **Warning Limits.** Warning Limits are based on a single oil sample taken by an accepted sampling method. These values indicate the need for an immediate oil change, but do not indicate internal engine malfunctions requiring engine tear-down.

**F. INVOICE BREAKOUT:** The Vendor invoice shall summarize each type of analysis.

**Table 1 Used Lubricating Oil Analysis  
Warning Limits**

	ASTM DESIGNATION	CONDITION MEASURED	FOUR CYCLE ISL & ISLG
Pentane Insolubles % Max.	D 893	Engine Combust.	1.0
Carbon (Soot) Content, TGA Mass % Max.	E-1131	Engine Combust.	1.5
Viscosity at 40°C cS	D 445 & D 2161	Engine & Oil	
% Max. Increase			40.0
% Max. Decrease			15.0
Total Base Number (TBN) Min.	D 664	Oil	1.0
Min.	D 4739		2.0
Water Content (dilution) Vol. % Max.	D 95	Engine	0.30
Flash Point °C Reduction Max.	D 92	Engine Fuel Dil.	20.0
Fuel Dilution Vol. % Max.	*	Engine	2.5
Glycol Dilution PPM Max.	D 2982	Engine	1000
Iron Content PPM Fe Max.	**	Engine Wear	150
Copper Content PPM Cu Max.	**	Engine Wear	30
Sodium Content PPM NA Over Baseline Max	**	Engine Coolant	50
Boron Content PPM B Over Baseline Max.	**	Engine Coolant	20

\* Various Methods

\*\* Elemental Analyses are conducted using either emission or atomic absorption spectroscopy. Neither method has an ASTM designation

**ATTACHMENT B  
QUOTATION RESPONSE FORM**

Quotation Number: G22-2027-23 Date Issued: \_\_\_\_\_

For: Used Oil & Transmission Fluid Analysis

Company Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFQ and comply with Section 2, "Scope of Work." Any deviations from these specifications shall be pre-approved, in writing, by KCATA.

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 Quotation 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.*

**PRICING TABLE**

ITEM NO.	DESCRIPTION	Cost Per Sample	Year One Cost	Year Two Cost	EXTENDED PRICE
1.	Used Motor Oil Analysis - Based on estimate of 2100 samples per year		\$	\$	\$
3.	Used Trans Based 125 samples per year mission Fluid Analysis -		\$	\$	\$
<b>GRAND TOTAL</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

**Anticipated Delivery Time After Receipt of Order** \_\_\_\_\_

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 Request for Quotation (RFQ) 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.

**ATTACHMENT B (PAGE TWO)**  
**QUOTATION RESPONSE FORM**

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 RFQ. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

---

---

Company Name (Type / Print)	Date
-----------------------------	------

---

Address / City / State / Zip

**X**

---

Authorized Signature	Title
----------------------	-------

---

Name (Type / Print)

---

Telephone #	Facsimile #
-------------	-------------

---

E-mail Address

**ATTACHMENT C**  
**SAMPLE CONTRACT/TERMS AND CONDITIONS**

**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 quotation submitted by the Contractor dated \_\_\_\_\_, a copy of which is attached hereto as Appendix \_\_\_\_ and incorporated herein by reference ("Proposal").

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the services and deliverables consistent with the Request for Quote (RFQ) solicited by the KCATA, dated July 1, 2022 entitled "Used Oil & Transmission Fluid Analysis" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix \_\_\_\_ 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 two (2) years from date of contract award. The deliverables 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 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 Quotation Response Form (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**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 Proposal; and
- E. KCATA's RFP and Scope of Work/Services, 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. Cost Page 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 \_\_\_\_\_  
Hector Cortez  
Comptroller

**ATTACHMENT C (CONTINUED)**  
**KCATA STANDARD TERMS AND CONDITIONS**

**1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE**

Acceptance of any portion of the services and/or deliverables prior to final acceptance shall not release the Contractor from liability for faulty workmanship, 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 work products at any time during the Contract term, and shall have the right to reject all services or deliverables 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 services and deliverables 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**

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 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. 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 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.

## 6. CHANGES

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

## 7. 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.*, 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.



- C. 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.

## **8. 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.

## **9. CONTRACTOR'S PERSONNEL**

All the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. 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.

## **10. CONTRACTOR'S RESPONSIBILITY**

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

## **11. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by 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.

## **12. EMPLOYEE ELIGIBILITY VERIFICATION**

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect 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.

### 13. FORCE MAJEURE

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.

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.

### 14. 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 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.

## 15. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

## 16. HEADINGS

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

## 17. INDEPENDENT CONTRACTOR

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

## 18. 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 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. **Professional Liability Insurance**

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

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

5. **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.

## 19. 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 or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, 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 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.

**D. Release of Liability.**

Contractor, its officers, directors, employees, heirs, administrators, executors, agents and representatives and respective successors and assigns hereby fully release, remise, acquit and forever discharge the KCATA and its commissioners, officers, directors, attorneys, employees, agents, representatives and its respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter related to this agreement, cause or thing whatsoever that has happened, developed or occurred before or after you sign and deliver this Contract to KCATA. This release will survive the termination of this Contract.

**20. 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.

**21. NOTIFICATION AND COMMUNICATION**

- A. Communications regarding technical issues and activities of the project shall be exchanged with Matt Gonder, KCATA's Fleet Maintenance Manager, at (816) 346-0853 or via e-mail at [mgonder@kcata.org](mailto:mgonder@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: Jackie Woods, Buyer  
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.

## **22. 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.

## **23. 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.

## **24. 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 C.F.R. §§ 200.333. 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. 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 the 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.

## 25. 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 ninety (90) days of project completion or contract termination. Invoices submitted more than ninety (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 thirty (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 thirty (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.

**26 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.

**27. SEAT BELT USE POLICY**

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

**28. 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.

**29. 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 Services/Deliverables – No Release
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Continuity of Services
    - Contractor's Personnel
    - Contractor's Responsibility

Dispute Resolution  
Employee Eligibility Verification  
Force Majeure  
General Provisions  
Governing Law: Choice of Judicial Forum  
Headings  
Independent Contractor  
Insurance  
Liability and Indemnification  
Licensing, Laws and Regulations  
Notification and Communication  
Prohibited Interests  
Prohibited Weapons and Materials  
Record Retention and Access  
Requests for Payment  
Right to Offset  
Seat Belt Use Policy  
Severability  
Subcontractors  
Suspension of Work  
Termination  
Texting While Driving and Distracted Driving  
Unavoidable Delays

- 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.

### **30. 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.

### **31. 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.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### 32. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

### 33. 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

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

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

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

**ATTACHMENT D  
REFERENCES**

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

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

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

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

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

**ATTACHMENT E**  
**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**  
*To Be Completed Only if Utilizing Subcontractors*

**Project #** \_\_\_\_\_ **Description:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

TOTAL VALUE OF WORK \$ \_\_\_\_\_

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

TOTAL DBE PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DBE PARTICIPATION \_\_\_\_\_%

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

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone #/Fax # \_\_\_\_\_

**ATTACHMENT F**  
**LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM**  
*(To be completed for each DBE Subcontractor on Project)*

Project Number \_\_\_\_\_  
Project Title \_\_\_\_\_

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual agreement with \_\_\_\_\_ (“DBE Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
**Signature: Prime Contractor**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature: DBE Subcontractor**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**ATTACHMENT G**  
**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**  
*To Be Completed Only if Utilizing Subcontractors*

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Prime Contractor \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
) SS  
COUNTY OF \_\_\_\_\_ )

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

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is \_\_\_\_\_ %. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

**BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: \_\_\_\_\_%**

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

Name of DBE Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Taxpayer ID No. \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Taxpayer ID No. \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_ % of Work \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Taxpayer ID No. \_\_\_\_\_

**TOTAL DBE \$ AMOUNT ON PROJECT:**      \$ \_\_\_\_\_

**TOTAL DBE % COMMITTED TO PROJECT:**      \_\_\_\_\_ %

**ATTACHMENT G (CONTINUED)**

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

(Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

**ATTACHMENT H  
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 Commissioner (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.

**ATTACHMENT H (CONTINUED)**  
**AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

\_\_\_\_\_

Affiant's Signature Date

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

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

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

**ATTACHMENT I-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 I-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 Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	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															
<b>TOTAL</b>															
<b>PREVIOUS YEAR TOTAL</b>															
<b>TYPE OF BUSINESS</b>	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment			<input type="checkbox"/> Other	

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT J-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: \_\_\_\_\_ (Seal)

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

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

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

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

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

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

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

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

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

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

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

My Commission expires: \_\_\_\_\_ (Seal)

**NOTE:** An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.



**ATTACHMENT K-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 and belief, that it and its officers, directors, principals, and agents:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months; and
3. Have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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 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).

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 K-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 and belief, that it and its officers, directors, principals, and agents:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

If the Lower-Tier 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 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