

INVITATION FOR BIDS (IFB) #G19-7062-36

LIGHTING AND ELECTRICAL SERVICES

Date: October 8, 2019

Contact: Larry Williams
Buyer

Telephone: (816) 346-0274

Fax: (816) 346-0336

Email: lwilliams@kcata.org

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
INVITATION FOR BIDS (IFB) #G19-7062-36
LIGHTING & ELECTRICAL SERVICES**

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting the services of qualified contractors to provide Lighting and Electrical Services.

Because this project is not federally funded, there is no DBE goal established. However, certified DBE, MBE, WBE and SBE firms are encouraged to submit bids as prime contractors or subcontractors.

Questions (technical, contractual, or administrative) must be directed in writing via email to Larry Williams at lwilliams@kcata.org. Questions and requests for clarifications will be received until **2:00 p.m. on October 21, 2019**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Submission of a bid shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This IFB does not commit the KCATA to award a contract or to pay any cost incurred in preparation of a submittal. Bidders shall read and understand the requirements of this Invitation for Bids covered in the sections listed under the Table of Contents of this document.

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

All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. A five-year contract term with no options to renew is anticipated for award to the selected and approved Contractor.

Submittal Instructions:

Bid submittals must be received with all required documents/attachments as stated in the IFB **no later than 2:00 p.m. on November 5, 2019** and addressed to:

Kansas City Area Transportation Authority – Procurement Department
Attention: Larry Williams
1350 East 17th Street
Kansas City, Missouri 64108
(816) 346-0274

The outside of each package shall be clearly marked, **"IFB # G19-7062-36 Lighting & Electrical Services."**

Bids may be hand delivered, sent via overnight carrier, or mailed via USPS. All hand deliveries must be made through KCATA's Shipping/Receiving Department. Please allow ample time to navigate through KCATA's secured entrance and parking areas.

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

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

Gaylord Salisbury II
Director of Procurement

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NO BID REPLY FORM

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
INVITATION FOR BIDS (IFB) # G19-7062-36
LIGHTING & ELECTRICAL SERVICES**

To assist us in obtaining good competition on our Invitation for Bids (IFB), we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return to the Procurement department via fax or email with the subject line "Bid #G19-7062-36."

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

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

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

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

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

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

____ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

SECTION 1
BID SCHEDULE

| | |
|--|--|
| IFB Advertised and Issued | October 8, 2019 |
| Questions, Comments and Requests for Clarifications Due to KCATA | October 21, 2019 10:00 a.m. |
| KCATA's Response to Questions, Comments and Requests for Clarification (Tentative) | October 25, 2019 |
| IFB Closing | November 5, 2019 2:00 p.m. KCATA's Building 1, Small Conference Room 1350 E. 17 th Street, Kansas City, MO |
| IFB Opening | November 5, 2019 2:15 p.m. |
| Contract Award (Tentative) | December 2019 |

SECTION 2
LIGHTING & ELECTRICAL SERVICES
DESCRIPTION AND OVERVIEW OF SERVICE AND SCOPE OF WORK

A. DESCRIPTION AND OVERVIEW OF SERVICES:

The following Kansas City Area Transportation Authority (KCATA) electrical facilities shall be maintained under this scope of services:

- Main Street MAX - Forty-five (45) unique MAX station stops along a route from 3rd Street & Grand Avenue to 74th Terrace & Broadway.
 - **Thirty-seven (37)** of the Main St. MAX stations have electrical service.
- Troost Ave. Max- Forty-nine (49) unique MAX station stops along a route from 11th & Wyandotte to Drury at Bannister Road. Six (6) are combined with Main Street MAX stations.
 - **Forty-one (41)** of the new Troost Street Max stations have electrical service.
- State Avenue (Kansas City, Kansas) Connex - **Thirty-six (36)** unique Connex stations along a route from 5th & Minnesota to the Village West Wal-Mart at 109th & Parallel.
 - **Sixteen (16)** of the new Connex stations have electrical service.
- 2013 Tiger-Three (3) unique Tiger station improvements:
 - Two stations (northbound & southbound) located in Gladstone at 70th & North Oak.
 - Blue Ridge crossing information kiosks located in Wal-Mart parking lot at Blue Ridge & I-70.

This contract shall provide the following services:

- Main Street MAX - **Full service** for the station electrical and lighting elements including inspections, preventive maintenance, special repairs, emergency electrical service, and utility locates.
- Troost MAX - **Full service** for the station electrical and lighting elements including inspections, preventive maintenance, special repairs, emergency electrical service, and utility locates. Artwork lighting and operation at 31st street, 39th street and 75th street will also be included in this contract.
- State Avenue Connex - Kansas One-Call utility locates only at sixteen (16) locations along Minnesota Ave., State Ave and Village West.
 - INSPECTION AND MAINTENANCE OF STATE AVENUE CONNEX ELECTRICAL SYSTEMS IS BY OTHERS UNDER SEPARATE CONTRACT. ONLY KANSAS ONE- CALL UTILITY LOCATES SHALL BE PART OF THIS CONTRACT.
- 2013 TIGER locations - Full service for the station electrical and lighting elements including inspections, preventive maintenance, special repairs, emergency electrical service, and utility locates.
- Maintenance of the On-Street® real time arrival signs (RTAS) shall be handled directly by the KCATA and is not part of this contract. Contractor shall, however, notify KCATA when a RTAS

appears to not be operating properly.

- Prospect MAX (future MAX stations) - Full service for the station electrical and lighting elements including inspections, preventive maintenance, special repairs, emergency electrical service, and utility locates. Prospect MAX is anticipated to be added to this contract in or near 2017. The addition of Prospect MAX electrical maintenance to this contract is anticipated but not guaranteed. Prospect MAX electrical costs shall be compensated in accordance with contractual unit prices and increased quantities accordingly. Increases in Administrative Fee related to Prospect MAX shall be negotiated.

Service shall be provided on a 24-hour, 7-days-a-week basis for all electrical lines, components and lighting connected to and within the MAX shelters, markers, kiosks and signs and at Troost Street Max Park N Ride lots at 31st Street, 95th Street and at Bannister and Drury. This work shall be done on-site at each of the MAX station stops (see MAX route map - Attachment. The scope of services generally covers any repair, preventive maintenance or administrative work required to keep the MAX electrical systems fully operational. The following is a general summary of required tasks and responsibilities:

1. Conduct periodic inspections to verify electrical systems are operating properly.
2. Repair & maintain KCATA owned electrical components and lighting.
3. Repair and maintain KCA TA owned underground cables and conduits providing electrical power.
4. Respond to emergency situations at stations ready to make immediate repairs and make the site safe.
5. Document and respond to Missouri & Kansas One-Call utility locate requests. Register KCATA with Kansas One Call, as required, for the new Connex electrical service locations.
6. Provide all labor, supervision, equipment, materials, computer and communication equipment necessary to complete the described services.
7. Work shall include providing all necessary protection to safeguard KCATA customers and the general public while making repairs or providing other related work.
8. Repair work may require coordination with KCATA's transportation and plant management departments, the Kansas City Missouri Public Works Department, Kansas City, Kansas Public Works Department, Kansas City Parks & Recreation Department (for electric lines and components within boulevards and on Park property), Unified Government Board of Public Utilities (BPU), utility providers, and others.

STANDARD MAX STATIONS include the following:

1. An 18-foot tall MAX marker containing information panels, station name panel, On-Street® real time information sign and an electrical service distribution panel with circuit breakers. The marker is lit with several LED lighting circuits and includes low voltage transformers.
2. A MAX shelter lit with low voltage LED's and an in-ground mounted transformer. Multiple shelters exist at a few locations.
3. A MAX station pad with underground electrical conduits that run from a nearby electrical power

source to the MAX marker and from the marker electrical panel to the Max shelter.

MAX KIOSK LOCATIONS are as follows:

In addition to the above standard MAX marker and shelter, three (3) Main Street MAX stops and two (2) Troost Street Max stops are currently served only with an information KIOSKS. Information kiosks contain LED lights, transformers and On-Street® real time information signs. These kiosks are located at:

- Main Street MAX
- 74th Terrace & Broadway
- Gregory & Womall
- Troost MAX
- 75th & Troost

MAX PARK & RIDE FACILITIES are as follows:

KCATA currently has four (5) Park N Ride facilities, three (3) on the Main Street MAX line and two (2) on the Troost Street Max line. They have park and ride signs that are internally illuminated and connected by underground conduit to the main circuit panel in the MAX marker as well as parking lot lighting. A matrix showing the components at each MAX station will be provided after award as well as utility providers at that station.

1. Main Street MAX Park & Ride Facilities:
 - a. 3rd & Grand
 - b. 74th Terrace & Broadway
 - c. Wornall & Gregory
2. Troost MAX Park & Ride Facilities:
 - a. 31st & Troost

KCATA ARTWORK is as follows:

KCATA currently has three Artwork displays with lighting. This contract will cover maintenance of power supply and lighting at these three (3) locations as well. The artwork is located at:

1. 31st & Troost (SW comer)
2. 39th & Troost (SW comer)
3. 75th & Troost . (NE comer)

Under this scope of work, contractor shall maintain and operate the kinetic art piece at 31st & Troost. Contractor will only operate the artwork when requested by KCATA. Successful contractor will be required to get training for operation and maintenance of the hydraulic and electrical equipment for the 31st & Troost artwork. This training will be provided by Leath & Sons, Inc. The successful bidder will be required to pay Leath & Sons a training force account amount as included in the bid form. All bidders will be required to bid the same training cost.

ELECTRICAL POWER SOURCES

Electric service to the main MAX station electric panel in the station marker is provided from different sources. Most power connections are from City of Kansas City, Missouri's traffic signal controllers, but

some connections are from KCP&L or BPU circuits, and some from private sources (e.g. Union Station, Performing Arts Center, Crown Center) via agreements with the KCATA. The power lines to KCATA's stations are located in below-grade conduits which in some cases cross under city streets, boulevards or other public right-of-way to the main circuit panel in the MAX station markers. These secondary power lines are KCATA's responsibility. Connections from the main marker circuit panel to other markers, shelters, or park and ride signs are also below grade.

B. SCOPE OF SERVICES

1. Definitions

Wherever used in this document, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- a) MMIS System -A computerized record system and database used by the KCATA to record, track and store all inventory, condition assessments, and maintenance and cost information.
- b) Day - Day means a calendar day unless otherwise specifically noted.
- c) Emergency "Make Safe" Action – Services performed by the Contractor's first repair person responding to MAX BRT Stations in order to eliminate immediate hazard of energized electrical circuits, failed or damaged components, and to protect the public from injury or unnecessary inconvenience until such time as permanent repair and restoration of normal BRT operations can be completed.
- d) Incident Response Time – The amount of time elapsing between the Contractor receiving a Service Request notification and the time a repairperson physically arrives at the site.
- e) Inexcusable Delay — A delay caused by failure to perform or to provide the services or information required by the terms of the contract.
- f) Permanent Repair Time – The amount of time elapsing between the Contractor receiving a Service Request notification and the time any temporary service restoration work is removed and permanent repairs completed returning the malfunctioning or damaged lighting to its normal operating condition.
- g) Work performed by the Contractor to satisfy requirements and specific tasks described herein as Preventive Maintenance Services.
- h) Service Report – Information provided to the KCATA by the Contractor reporting that all repairs are complete and normal service is restored for a certain Service Request. Service Reports contain the location and identification number of the MAX station and components serviced, the repair tasks performed, date and time of completion and listing of costs and materials used to restore service.
- i) Service Request – Work Order issued by KCATA Staff to the Contractor (via e-mail, telephone, or other means) for purposes of reporting any electrical or

lighting problem or deficiency with KCA TA Max Stations and initiating contractor repair and/or maintenance services described by this document.

- j) Service Restoration Time – The amount of time elapsing between the Contractor receiving a Service Request notification and the time the work order is completed.
- k) Special Repair – Work performed by the Contractor based upon direct request of the KCATA (work order issued to the contractor) outside the scope of Maintenance services and billable on a basis of time and materials.
- l) BRT – MAX electrical services are defined in six categories:
 - Preventive maintenance inspections.
 - Preventive maintenance
 - Special maintenance and repair.
 - Emergency response services.
 - One-Call locates.
 - Warranty Oversight

2. General Requirements and Specifications

a. Preventive Maintenance Services

- 1. Semi-annual Preventive Maintenance Inspections (licensed electrician) - Two (2) inspections (Apr., Oct)
- 2. Conduct detailed preventive maintenance inspections including:
 - a) Electrical circuits, panels and related items from the point at which power connections are made to KCPL, City of Kansas City traffic signal controllers, or other electrical sources to the KCA TA circuit panel.
 - b) Lights, transformers, controls, wiring and other electrical devices (except for real time signs) internal or connected to MAX markers and shelters.
 - c) Other related items that may be identified at specific BRT-MAX stations by the KCATA.
 - d) A visual review of lights and powered components at each MAX station and a simple ON- OFF check of all circuit breakers and connections.

b. Actions

1. Preventive maintenance inspector shall take the following action if deficiencies are found:
2. If unsafe conditions exist, take immediate action to remedy problem and/or call for qualified assistance.
3. If power problems are encountered, they shall be immediately corrected if possible. If it is not possible to restore power immediately, the problem shall be documented, and a work order prepared for a repair crew to be dispatched within 24 hours.
4. If marker lighting is in flash mode, inspector shall adjust flash switch to "off" position.

c. Reporting

1. A written inspection summary report of all locations shall be prepared and submitted within one (1) week outlining the status of each location and action taken (if any). Reports shall be submitted electronically via email.
2. If an emergency or unsafe condition is discovered during inspections, the KCATA shall be notified immediately as follows:
3. on-business hours during the week or weekends: Call the KCATA Dispatch center (816-346-0243)
4. Regular business hours: Call the KCATA Plant Management Dept. (816-346-0309)
5. Any location discovered to have significant electrical problem(s), such as no marker power or real time sign without power; shall be reported to the ATA as soon as possible on the next business day via phone and email. Minor problems such as bad LED light strips do not require immediate notice.
6. If it is determined that a third party has caused a power outage, contractor shall determine the nature of the problem and report it to the KCATA as soon as possible on the next business day via phone and email. Contractor shall then coordinate with the third party as necessary to restore power.

d. Special Maintenance and Repair

1. Maintenance and Repair Responsibility

- a) with one exception, the contractor's repair responsibility is limited

to electrical circuits, lights, conduits and electrical equipment at MAX and other identified stations as directed by KCATA via by a service request work order. **The only non-electrical operation and maintenance responsibility the contractor shall have is the kinetic artwork located at 31st & Troost. Contractor shall be responsible for maintaining operation of the artwork's electrical, hydraulic and controls systems.**

- b) The KCATA (not the contractor) will be responsible for physical and structural repairs to the BRT-MAX markers, shelters, kiosks, etc.
- c) Component repairs as noted above include but may not be limited to LED lighting and transformer replacement, photo cell repair or replacement and breaker replacement.
- d) The Contractor will be required to coordinate electrical repairs with ATA staff, responsible for physical repairs, to avoid conflicts and ensure the public is protected from any and all possible hazards.

e. Service and Performance Reporting

- 1. All repair and maintenance actions, time of completion and costs incurred will be reported. The KCATA may require these reports to be submitted by hard copy in a format provided for that purpose by the KCATA. The Contractor shall keep records on the status of repair and maintenance activities and keep repair status and inventory records current, and to satisfy the performance and payment requirements.

f. Emergency Response

- 1. Upon notification of an emergency situation at a MAX station, the contractor shall immediately dispatch a repair vehicle to the site.
- 2. Upon arrival, the contractor shall assess the situation and begin making electrical repairs or otherwise make the site safe.
- 3. Contractor shall coordinate its effort with the local police or fire departments and the KCATA if they are on site.
- 4. If a marker or shelter has been knocked from its foundation into the street or where it is endangering the public, contractor shall dispatch a crane to remove the marker or shelter. The marker or shelter shall be delivered to the KCATA's central facility.

g. Missouri & Kansas One-Call Utility Locates

The Missouri Underground Facility Safety and Damage Prevention statute (RSMO

Chapter 319) and Kansas Underground Utility Damage Prevention Act (KS Statute 66- 1802) provide for a notification center to be used by participating utilities to receive locate requests. The KCATA is a member utility under the Missouri statute and is required to respond to utility locate requests. The contractor shall be responsible for signing KCATA up to the Kansas One-Call system.

One-Call services shall include:

1. Monitoring and maintaining KCATA's membership registration in the One-Call system.
2. Keep the KCATA updated on new or modified One-Call laws or regulations.
3. Document and respond to all locate requests as required by law and regulation.
4. Assist the KCATA, if necessary, in providing utility mapping updates to the One- Call system.
5. Provide monthly report to KCATA Plant Management Department.

h. Response Time Requirements for Electrical and Lighting Maintenance Service

The following table describes the maximum incident response and repair time the Contractor is allowed to perform corrective actions on specific problems.

Incident Response Time - The amount of time from initial notification of a problem until a repairperson physically arrives at the site.

Special Repair Time - The amount of time from initial notification until repairs to damaged electrical or lighting elements are completed.

Extended Special Repair Time (Electrical) - The amount of time from initial notification until repairs to damaged electrical are completed. This assumes the contractor was unable to repair the problem immediately and special circumstances force a delay in repairs. Extension of repair time may be approved under special circumstances such as delayed parts delivery, delays due to third party contractors or excavation one-call requirements, etc.

Extended Special Repair Time (Lighting) - The amount of time from initial notification of lighting not working until repairs are completed. This assumes the contractor was unable to repair the lighting immediately and special circumstances force a delay in repairs. Extension of repair time may be approved under special circumstances such as delayed parts delivery, delays due to third party contractors, etc.

| Service Activity | Service Availability Period | Incident Response Time | Special Repair Time | Extended Repair Time |
|--|---------------------------------------|------------------------|--------------------------|----------------------|
| Emergency Response – Investigate and Make Safe | 24 hours, 7 days a week | 1 hour | Immediately | N/A |
| Response to Service Request | 24 hours, 7 days a week | 4 hours | Immediately, if possible | N/A |
| Special Repair or Construction (Electrical) | 8 hours (8:00 AM – 4:30 PM), weekdays | N/A | 24 hours | 72 hours |
| Special Repair (Lighting) | 8 hours (8:00 AM – 4:30 PM), weekdays | N/A | 24 hours | Five business days |
| One-Call Locates | As required by law | As required by law | N/A | N/A |

See Attachment for Service Response Process chart.

i. Warranty Oversight

If MAX stations, shelters, markers, kiosks and all related electric lines are under warranty by the original contractor or fabricator for two years from the date of KCATA's acceptance. The Contractor will be responsible for identifying needed warranty repairs on electrical or lighting circuits, contacting and directing the appropriate contractor to make warranty repairs on lighting or electrical circuits, and overseeing and inspecting the warranty repairs by these contractors on behalf of the KCATA.

C. PROJECT CONDITIONS

1. Special Materials - The KCATA will compensate Contractor for cost of replacement components. All materials are required to match or be compatible with existing installations and used in the performance of services that are not covered under warranty. The KCATA has some replacement parts in inventory. Contractor shall check with the KCATA for inventory availability prior to procuring new parts.
2. Contractor Furnished Materials - Contractor is required to procure and furnish materials including but not limited to: KCATA approved LED lights and transformers, control cabinets, pull boxes, conduit, cable, fuses, breakers, connectors, and any other incidental hardware or material necessary to repair and maintain the stop and the connecting electrical lines and lights. Cost of Contractor furnished materials shall be reimbursed at cost.
3. Ownership and Warranty of Materials - All materials furnished by the Contractor becomes the property of the KCATA at the time of installation and activation as determined by Contractor's submittal of a Trouble Report or Service Report identifying the materials utilized for a permanent repair or maintenance task. Material used to safeguard the stop, protect property, protect the public, temporarily restore service and later removed when permanent repairs are completed remains the property of the

Contractor. All equipment supplied and installed under this contract must carry a minimum 90-day warranty beginning on the installation date. During this period, the Contractor shall provide all necessary corrections, repairs or adjustments to the furnished equipment at no charge to the KCATA. The KCATA authorizes the Contractor's right to claim and collect any warranty offered by the manufacturer for premature failure of Contractor furnished material.

4. Stainless Steel Protection - Markers and some shelters are made primarily of stainless steel and special care must be taken by the contractor in dealing with the stainless-steel finish to protect it and avoid contamination or damage during inspections and repairs.
5. Station, Shelter, Marker, Kiosk and Electric Line Specifications - The KCATA will make available its plans and specifications and material requirements and preferences for the Contractor's use. In the event the Contractor wishes to supply alternate materials they shall submit specifications and manufacturers certifications of the proposed material for KCATA review and approval. Care must be taken to ensure any substitutions do not void warranties in effect from original contractors. The KCATA will evaluate the documentation and respond in a timely manner so as not to delay purchase of Contractors furnished material.
6. Integrity of Design, Equipment, and Installation Standards - No change in design criteria, equipment standard, equipment substitution, or revision to an installation method of any kind shall be made without prior approval by the KCATA. Any equipment or installation procedure deemed unsatisfactory by the KCA TA based on incompatibility, low quality or failure to comply with approved specifications shall not be used in repairs. In the event such unapproved or unsatisfactory equipment or installation is discovered in the field by a KCATA representative, the Contractor shall remove and replace it within 5 days of receiving written notification from the KCATA.
7. Qualified Work Force - The nature of the repairs required involves working with energized electrical systems and connections to City and Utility service lines as well as excavation in public right-of-way containing other city and utility systems. The Contractor shall employ sufficient numbers of trained and qualified personnel, electrical repair work is to be done by licensed electricians who can safely direct and perform the prescribed repairs and operate the types of equipment required by this work. Contractor is required to submit a listing of "key personnel" with relevant experience and licensing shown. All work in electrical hazard areas must be performed in accordance with ANSI Standards and the National Electrical Safety Code which by reference is hereby made part of this contract. All personnel shall be provided with appropriate safety gear and care must be taken by contractor personnel to avoid disruption to other systems including the City's traffic signal system. Contractor must also ensure the sites are properly protected during repairs and the public is safeguarded from any and all hazards.
8. Supervision - The Contractor shall identify a competent Project Manager to coordinate and supervise all aspects of the work performed by the Contractor's personnel or sub-contractors and to interface with all KCATA representatives for the term of the contract. In addition, an adequate number of field supervisors shall be provided to

direct and monitor the field crews performing repair activities. A Project Manager responsible for all contract administration and performance shall be available during normal weekday business hours. Either a project manager or a shift supervisor responsible for all field operations shall be available at all times the Contractor's work crews are in the field.

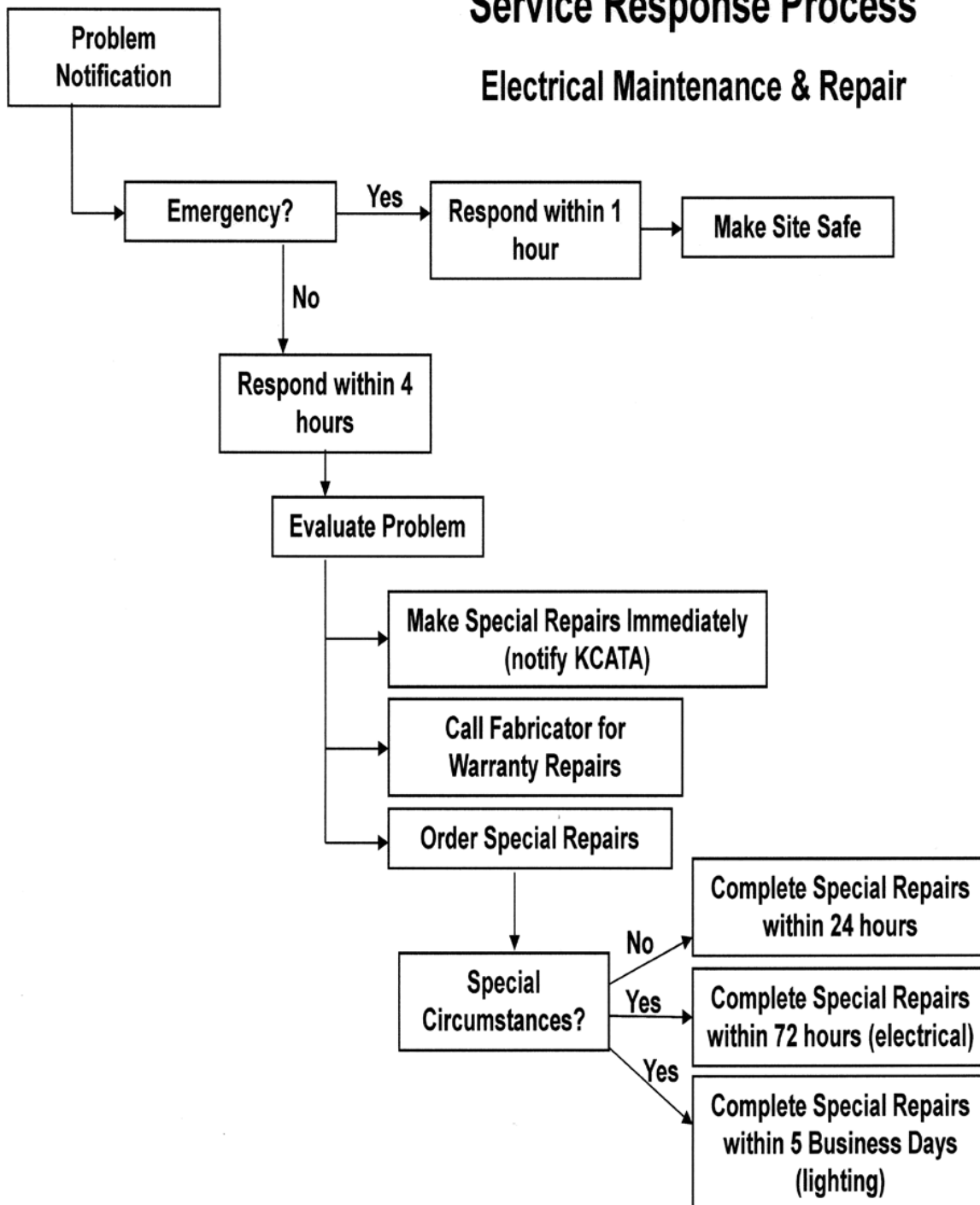
9. Voice Communications - Two-way voice communications (by radio or wireless phone) shall be maintained at all times between the contractor and all contractor service vehicles and personnel. Each Service vehicle shall have a fully operational communications unit during the entire work shift.
10. Maintenance and Protection of Traffic, Sidewalks and Driveways - All maintenance operations conducted on or near a Public Street or Sidewalk shall be identified and protected by appropriate traffic control and safety warning devices suitable for urban work zones. Signs, barriers or other protective devices used shall conform to the latest edition of the FHWA Manual of Uniform Traffic Control Devices and companion publication "Short Term Work Zone Traffic Control Guide" and City of Kansas City requirements.
11. Pedestrian & Vehicular Traffic - The Contractor shall perform the repair or maintenance work with minimum disruption to vehicular traffic, private drives and access ways and public sidewalks or pedestrian ways. The closure or detouring of traffic and sidewalks should only be temporary. Contractor shall provide and utilize standard traffic warning and protective devices at each work site and in conformance with the current edition of the Manual of Uniform Traffic Control Devices. When temporary elimination of on-street parking is necessary to perform repairs, the Contractor may, subject to approval of the Streets and Traffic Division of Public Works Department, post "Emergency No Parking" signs. Advance notice of the need for parking restriction must be given the City minimum of 24-hours before signs are posted so that appropriate legal regulations and notices can be issued. Emergency No Parking signs shall be posted a minimum of 18 hours before Contractor plans to begin repair work.
12. Bus Stop Closure - Temporary bus stops, if required, will be erected by the KCATA after notification from the contractor that the stop will need to be closed. No separate payment will be made for Traffic Control and cost shall be included in unit prices for other bid items.
13. Utility Locates - In accordance with state laws, before performing any excavation required for KCATA the Contractor shall give minimum of 48 hours advance notice to all owners of underground utility facilities for purpose of having the facilities located and marked.
14. Property Damage Repairs - The contractor shall be responsible for work-related accidents and damages to public or private property caused by its employees, agents or subcontractors performing repair or maintenance activities under this contract. In the event of damage, the Contractor shall repair, to the satisfaction of the KCATA and, as appropriate, the City, any damage to public or private property, including but not limited to: pavement, curbs, sidewalks, utilities, private utility connections, driveways, irrigation systems, and landscaping on public or private property, resulting from work

associated with this contract. An amount equal to claim for damage sustained to public or private property may be withheld from payment to Contractor until the KCATA determines that the claim has been satisfactorily resolved.

15. Inspection Criteria - The KCATA representatives will inspect repair and maintenance work in progress, including but not limited to excavation or pavement restoration tasks, and perform a final inspection on all repairs identified as "complete" by the Contractor. Any KCATA representative shall have the right, not the duty, to halt the Contractor's work in progress if that work is creating any type of public safety hazard or is causing damage to public or private property. Work at the site shall not resume until corrective action is taken to eliminate the public safety hazard or damages. Time lost as result of halting unsafe work practices shall be considered an inexcusable delay for purposes of evaluating compliance with Permanent Repair Time requirements as defined in this document.
16. Incident Response Performance - Liquidated damages in the amount of Two Hundred Thirty Dollars (\$230.00) per hour will be assessed for failing to meet the Incident Response time(s) prescribed for the type of repair initially transmitted to the Contractor by the KCATA. In the event a particular Service Request includes notification of multiple items for repair, each with differing Incident Response requirements, the Contractor shall be liable only for meeting the response criteria for the most serious item. The fact that the Contractor's actual investigation at the Service Request site discloses less serious or more serious items for repair does not alter the Incident Response requirement imposed by the KCATA original notification.
17. Liquidated damages in the amount of One Hundred Fifteen Dollars (\$115.00) per day will be assessed for failing to meet the Special or Extended Repair time(s) prescribed for non-emergency repairs.
18. Method of Payment - Contractor shall bill the KCATA on a monthly basis for covered services. Pricing and invoicing shall be under the following cost items. All costs associated with each service and task shall be included within the agreed upon pricing.
 1. Biannual Preventive Maintenance Fee -Unit Price per Station
 2. Special Repair - Billed on a cost-plus basis for labor, equipment, material, overhead and fee based upon agreed-to schedule of rates.
 3. One-Call Locate Requests -Unit Price per Locate Request
 4. Emergency/Special Repair - Billed on a cost-plus approved markup for labor, equipment, material, overhead and fee based upon agreed-to schedule of rates.

Service Response Process

Electrical Maintenance & Repair



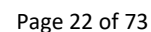
Main St. BRT Station Locations

| | |
|---|--|
| Original stations (2005): 44 | Original stations (205) w/electrical service: 40 |
| New BRT stations (2010): 2 | New stations (2010) w/elec. Service: 2 Wornall at Gregory 1 (Main only) |
| Total BRT station locations: 46 | Total stations w/elec. Service: 42 |
| Combined Main St. MAX/Troost MAX: 6 | Elec. Service Main MAX only: 36 Elec. Service Main/Troost combined stations: 6 |
| | TS service: 34 (2005 – 33; 210 – 1) KCPL service: 3 (2005 – 2; 2010 – 1) Elec. Service from Bartle Hall Ballroom: 2 Elec. Service from Hallmark: 2 Elec. Service from Union Station: 1 |
| <p>Note: Blue Highlighted Stations Main St. & Troost MAX Combined Stations</p> <p>TS = Electrical power from traffic signal controller</p> <p>Ballroom = Electrical power from Bartle Hall Ballroom</p> <p>KCPL = Electrical power from Kansas City Power & Light</p> <p>Hallmark = Electrical power from Hallmark</p> <p>No Elec. = No electrical power to this station</p> <p>Union Station = Electrical power from Union Station (Link)</p> | |

| <u>Station Name/Address</u> | <u>Station Location</u> | <u>Northbound/Southbound & Station Count</u> |
|-----------------------------------|--|--|
| 3 rd & Grand | Rivermarket Northeast corner next to Park & Ride lot (power from restroom building) | Terminus 1 – KCPL |
| Grand & 5 th | City Market Northwest corner | SB 2 – TS |
| Grand & 5 th | City Market Northeast corner | NB 22 – No electrical |
| Grand & 9 th NB | Courthouse Lofts Northeast corner | NB -Electrical |
| Crown Center | Grand & Pershing Southwest corner adjacent to Crown Center entrance | SB 13 – Hallmark |
| Crown Center | Grand & Pershing Adjacent to Crown Center fountains | NB 12 – Hallmark |
| Liberty Memorial | Main & 29 th Southwest corner adjacent to Federal Reserve | SB 14 – TS |
| Liberty Memorial | Main & 29 th Southeast corner | NB 11 – TS |
| Union Hill / 31 st St. | Main & 31 st Southwest corner | SB 15 – TS |
| Union Hill / 31 st St. | Main & 31 st Southeast corner | NB 10 – TS |
| Linwood | Main & Linwood Southwest corner | SB 16 – TS |

| | | |
|--|--|-----------------------|
| Linwood | Main & Linwood Southeast corner | NB 9 – TS |
| Armour | Main & Armour Southwest corner | SB 17 – TS |
| Armour | Main & Armour Northeast corner | NB 8 – TS |
| Main & 39 th St. | Main & 39 th St. Southwest corner | SB 18 – TS |
| Main & 39 th St. | Main & 39 th St. Northeast corner | NB 7 – TS |
| Main & 43 rd St. | Main & 43 rd St. Southwest corner | SB 19 – TS |
| Main & 43 rd St. | Main & 43 rd St. Northeast corner | NB6 – TS |
| Art Museums | Main & 45 th Northwest corner | SB 20 – TS |
| Art Museums | Main & 45 th Northeast corner in front of Marriot Hotel | NB 5 – TS |
| Plaza | Baltimore & 47 th Southwest corner | SB 21 – TS |
| Plaza | Baltimore & Ward Parkway Northeast corner next to tennis courts | NB 4 – TS |
| Plaza Library | Main & 49 th Southwest corner | SB 22 – TS |
| Plaza Library | Main & 49 th Southwest corner | SB 22 – TS |
| UMKC | Brookside & 51 st Southwest corner | SB 23 – No electrical |
| UMKC | Brookside & 51 st Southeast corner | NB 2 – TS |
| <u>Intermediate local stops (NB & SB)</u> | | |
| Brookside & 55 th Brookside & 59 th Brookside & 63 rd | 55 th St. 59 th St. Brookside | |
| Gregory | Wornall & Gregory Southeast corner (MAX kiosk added 2010) | NB 1 – KCPL |
| Waldo | Wornall & 74 th Stop on Broadway adjacent to Park & Ride lot | Terminus 24 – KCPL |

RideKC **MAX** [▶Main](#)



Troost BRT Station Locations

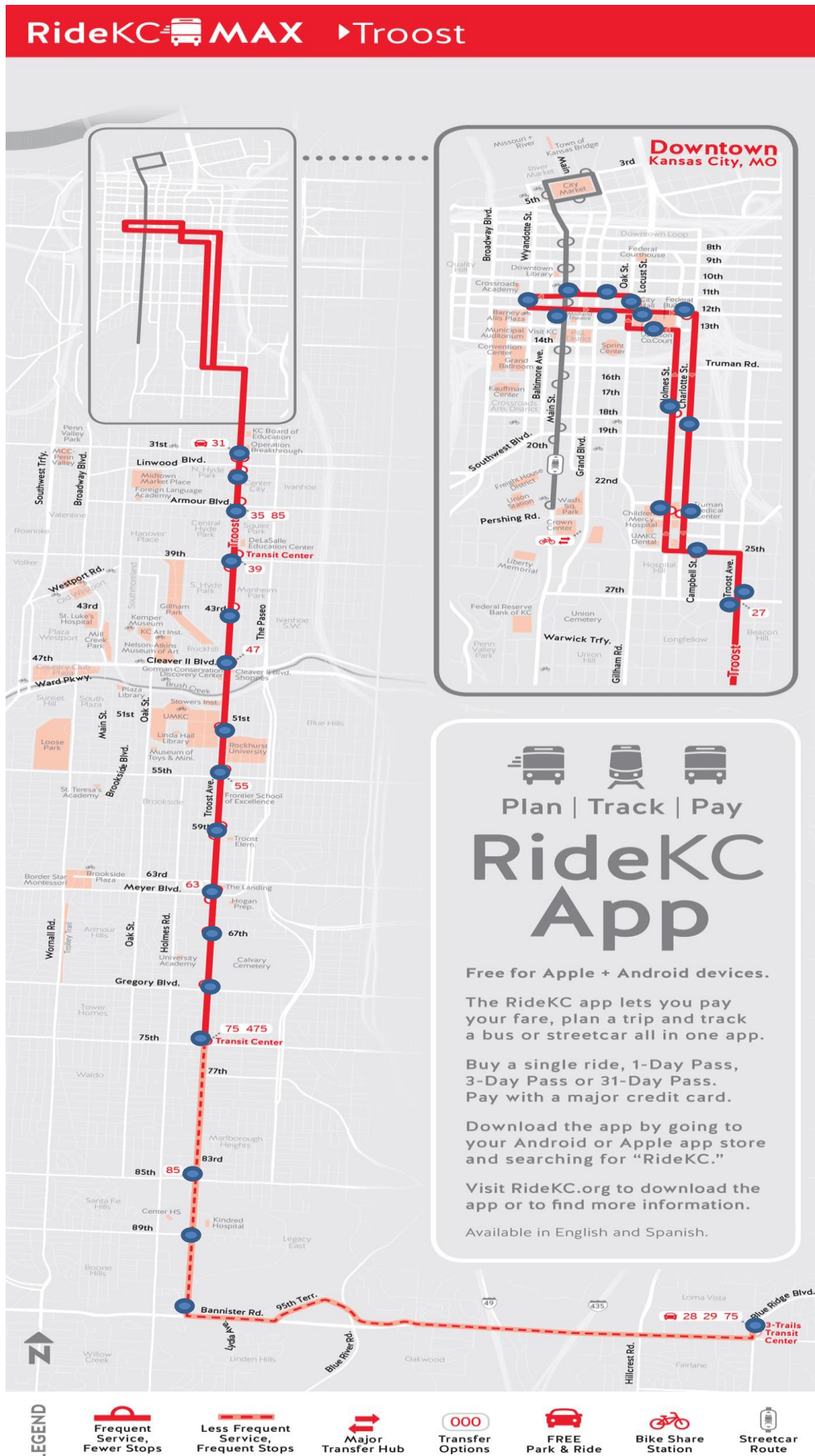
| | |
|--|--|
| Total Stations: 50 | Stations w/electrical service: 47 |
| Exist. BRT stations used: 5 | Elec. Service Troost only stations: 41 |
| New BRT station locations: 45 | Elec. Service Troost/Main combined stations: 6 |
| Combined Main St. MAX/Troost MAX: 6 | TS service: 38 (33 new 2010 TS service) KCPL service: 7 TMC service: 1 Rockhurst service: 1 |
| <p>Note: Blue Highlighted Stations Main St. & Troost MAX Combined Stations</p> <p>TS = Electrical power from traffic signal controller</p> <p>TMC = Electrical power from Truman Medical Center KCPL</p> <p>= Electrical power from Kansas City Power & Light</p> <p>Rockhurst = Electrical power from Rockhurst University (future 2011)</p> <p>No Elec. = No electrical power to this station</p> | |

| <u>Station Name/Address</u> | <u>Station Location</u> | <u>Northbound/Southbound & Station Count</u> | |
|--|--|--|------|
| Wyandotte & 11 th | 11 th & Wyandotte Southwest corner next to Marriot hotel | Terminus | 1-TS |
| Government District 415 E 12 th St. | 12 th & Locust Southwest corner – existing bus stop | SB 4 – TS | |
| 12 th & Charlotte 415 E 12 th St. | 12 th & Charlotte Southwest corner – existing bus stop | SB 5 – TS | |
| City Hall 414 E 12 th St. | Oak & 12 th St. (existing) Northeast corner – existing bus station | NB 22 – TS | |
| Government District 601 E 12 th St. | 13 th & Locust Northeast corner | NB 21 – TS | |
| Crossroads East 723 E 18 th St. | Charlotte & 18 th Northeast corner | SB 6 – TS | |
| Hospital Hill 2301 Holmes | Charlotte & 23 rd Truman Medical Center entrance | SB 7 – TMC | |
| Hospital Hill 2301 Holmes | Holmes & 23 rd Truman Medical Center entrance | NB 19 – TS | |
| Longfellow 825 E 25 th St. | 25 th & Campbell Southwest corner | SB 8 – KCPL | |
| Longfellow 814 E 25 th St. | 25 th & Campbell Northwest corner | NB 18 – KCPL | |
| Beacon Hill 2639 Troost Ave | Troost & 27 th Southwest corner | SB 9 – TS | |
| Beacon Hill 2702 Troost Ave | Troost & 27 th Northeast corner | NB 17 – TS | |

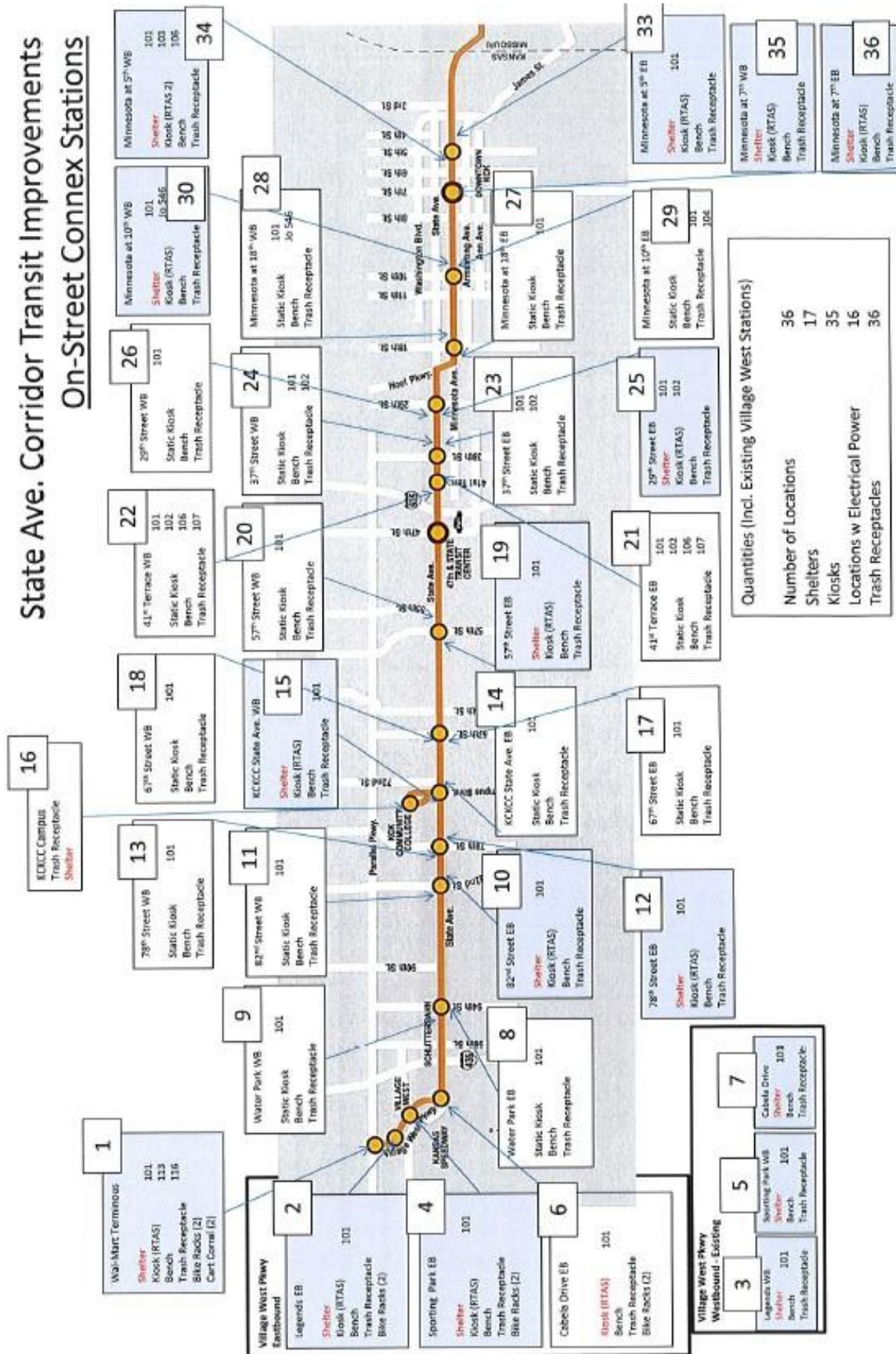
| | | |
|--|---|-------------------|
| Midtown / 31 st St. 2100 Troost Ave | Troost & 31 st Southwest corner | SB 10 – KCPL |
| Midtown / 31 st St. 3101 Troost Ave | Troost & 31 st Southeast corner | NB 16 – TS |
| Linwood 3200 Troost Ave | Troost & Linwood Southwest corner | SB 11 – TS |
| Linwood 3201 Troost Ave | Troost & Linwood Southeast corner | NB 15 – TS |
| Squier Park / 35 th St. 3500 Troost Ave | Troost & Armour Southwest corner | SB 12 – TS |
| Squier Park / 35 th St. 1108 E Armour Blvd | Troost & Armour Northeast corner | NB 14 – TS |
| 39 th St. 3909 Harrison St. | Troost & 39 th St. Southwest corner | SB 13 – TS |
| 39 th St / Metro Center 3841 Troost Ave | Troost & 39 th St. Northeast corner | NB 13 – TS |
| Manheim Park 4300 Troost Ave | Troost & 43 rd Southwest corner | SB 14 – TS |
| Manheim Park 4235 Troost Ave | Troost & 43 rd Northeast corner | NB 12 – TS |
| Emanuel Cleaver II Blvd 4630 Troost Ave. | Troost & Emanuel Cleaver II Blvd. Northwest corner | SB 15 – TS |
| Emanuel Cleaver II Blvd. 1102 E Emanuel Cleaver II Blvd | Troost & Emanuel Cleaver II Blvd. Northeast corner | NB 11 – TS |
| Universities 5100 Troost Ave | Troost & 51 st Southwest corner | SB 16 – KCPL |
| Universities 1100 Rockhurst Rd | Troost & 52 nd Northeast corner | NB 10 – Rockhurst |
| 55 th St. 5440 Troost Ave | Troost & 55 th St. Northwest corner | SB 17 – TS |
| 55 th St. 5431 Troost Ave | Troost & 55 th St. Northeast corner – adj. to parking lot | NB 9 – TS |
| 59 th St. 5900 Troost Ave | Troost & 59 th St. Southwest corner | SB 18 – TS |
| 59 th St. 5825 Troost Ave | Troost & 59 th Northeast corner | NB 8 – TS |
| The Landing / 63 rd St. 6300 Troost Ave | Troost & 63 rd Southwest corner | SB 19 – TS |

| | | |
|---|--|---------------------|
| The Landing / 63 rd St. 1100 E 63 rd St. | Troost & 63 rd Northwest corner | NB 7 – TS |
| Southtown / 67 th St. 6650 Troost Ave | Troost & 67 th Northwest corner | SB 20 – TS |
| Southtown / 67 th St. 6655 Troost Ave | Troost & 67 th Northeast corner | NB 6 – TS |
| Gregory 7044 Troost Ave | Troost & Gregory Northwest corner | SB 21 – TS |
| Gregory 6901 Troost Ave | Troost & Gregory Northeast corner | NB 5 – TS |
| 75 th St. 7500 Troost Ave | Troost & 75 th St Southwest corner | SB 22 – TS |
| 75 th St / Metro Station 7443 Troost Ave | Troost & 75 th Northeast corner | NB 4 – TS |
| Marlborough 8140 Troost Ave | Troost & 82 nd Northwest corner | SB 23 – No electric |
| Marlborough 8215 Troost Ave | Troost & 82 nd Southeast corner | NB 3 – TS |
| Boone Hills / 89 th St 8701 Troost Ave | Troost & 89 th Northwest corner | SB 24 – No electric |
| Boone Hills / 89 th St 8901 Troost Ave | Troost & 89 th Southeast corner | NB 2 – TS |
| 95 th & Troost 9424 Troost Ave | Troost & Bannister Rd Adjacent to Hendrick Motors | SB 25 – No electric |
| 95 th & Troost 1900 E Bannister Rd | Troost & Bannister Rd Adjacent to GSA parking lot | NB 1 – KCPL |
| Three Trails Crossing 1900 E Bannister Rd | Blue Ridge Blvd. & Bannister Road NE Corner of Blue Ridge/Bannister | Terminus 26 – KCPL |

Troost MAX Route and Station Locations



State Ave. Corridor Transit Improvements On-Street Connex Stations



LIQUIDATED DAMAGES CALCULATION

LIQUIDATED DAMAGES CALCULATION – EMERGENCY RESPONSE TIME

- Chief Facilities Officer
1 hr @ \$100.00 /hr. = \$100 per hour
- Facilities Manager (1 supervisor)
1 hr @ \$50.00 / hr. = \$50 per hour
- Lead Man
1 hr @ \$40.00 / hr. = \$40 per hour
- KCATA Truck
\$25 per hour

TOTAL CALCULATED LIQUIDATED DAMAGES = \$215 PER HOUR

SECTION 3
BID INFORMATION/INSTRUCTIONS

A. Bid Submittal.

1. The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.
2. Bids may be hand delivered, sent via overnight carrier, or mailed via USPS. **Bids must be delivered to KCATA's Procurement Department no later than 2:00 p.m. on November 5, 2019.** Bids received after the time specified may not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) will not be considered.
3. The bid documents must be submitted in a sealed envelope and clearly marked with the Bid Number and Buyer's Name and sent to:

KCATA's Procurement Department
Attention: Larry Williams, Buyer
1350 East 17th Street
Kansas City, MO 64108

4. Bidders that choose to hand deliver their bids should consider the additional time needed to navigate KCATA's security and parking.
5. Bidder's are asked to include a complete copy of their bid submittal in .pdf format on a compact disc or flash drive, which will be retained by KCATA. The flash drive shall not be password protected.
6. Bids received before the bid closing time will be kept securely sealed.

B. Reservations.

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

C. Communications.

In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, etc. shall be forwarded directly to Larry Williams at lwilliams@kcata.org or via facsimile to 816-346-0336.

D. Approved Equals.

1. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer. ***All requests for approved equals shall be received in writing by no later than October 21, 2019.***
2. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.
3. When an approved equal is requested, the Bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Bidder's product is or is not equal to specifications.

E. Protests.

7. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by KCATA for such administrative personnel.
 - a. **Pre-Submittal.** A pre-submittal protest is received prior to the bid due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
 - b. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of bids but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
 - c. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
8. The Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.
9. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair

and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.

10. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
11. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
12. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

F. Omissions and Form of Contract.

1. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
2. Form of Contract. A **sample** copy of the standard KCATA contract is attached to this IFB as Attachment L. The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with KCATA. It contains terms and conditions affecting the successful performance of the procurement. **Bids shall not stipulate any conditions or exceptions to the bid package or addenda.** The successful bidder will be expected to execute this contract. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However, consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

G. Authorization to Bid.

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

members of the joint venture shall be given and one member shall sign the bid authorized thereof.

H. Bidder's Responsibilities.

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

I. Withdrawal of Bids.

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

J. Disclosure of Proprietary Information.

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

K. Disadvantaged Business Enterprise (DBE) Requirements

1. It is the policy of the KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations

published in 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the KCATA to:

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

Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).

8. DBE Participation Credit.

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

L. Required Documents.

- 1. Incomplete Bids. All documents that are required to be submitted with this Bid are listed in Attachment B. The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.
- 2. Bid Response/Pricing Pages.
 - a. Bids shall be firm and final.

- b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
 - c. Bidders shall complete the Bid Response Form (Attachment G). The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
 - d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
 - e. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
 - f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
 - g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
 - h. Tax Exempt Status. The KCATA is exempt from payment of federal, state and local sales taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.
2. Schedule of Participation by Contractor and Subcontractors. Bidders should list all subcontractors and major suppliers (including DBEs) and the value of work committed to them. It is important to include the NAICs code appropriate for the type of work to be performed for each company listed.
 3. Contractor Utilization Plan/Request for Waiver. This form outlines Bidder's commitment to meeting the DBE goal. If the Bidder is unable to fulfill the DBE goal, the Request for Waiver must be completed, and Bidder must detail the good faith efforts used to achieve that commitment.
 4. Letter of Intent to Subcontract. If utilizing DBE firms, this form must be completed and signed by both the Bidder and its DBE subcontractors/major suppliers.
 5. References. Bidders shall complete the References Form (Attachment F) indicating up to four (4) firms that represent work similar to this procurement. Include the company name, address,

contact person, contact information, contract amount and length of contract.

6. Vendor Registration 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 have to 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 following forms are required and must be provided at the time of registration. Failure to provide these forms will delay the approval process.
 - 1) Vendor Registration Questionnaire. The fillable form is provided in the online system.
 - 2) KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
 - 3) KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment D-2) or a current EEO-1 Report that has been filed with another government agency.
 - 4) Employee Eligibility Verification
 - a) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The bidder is required to obtain the same affirmation from all subcontractors at all tiers.
 - b) The bidder shall also affirm (Attachment E-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.

- c) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
 - d) The Bidder shall obtain this affidavit from its subcontractors at all tiers (Attachment I-2). The subcontractors' forms shall be submitted as part of the bid documents.
- 5) Current IRS Form W9.
- 6) Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates, DBE/WBE/MBE/SBE certifications and bonds.
- d. 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.
- 7. DBE Certification.
 - a. The KCATA recognizes firms that have been certified as Disadvantaged Business Enterprises (DBEs) under the criteria established by the U. S. Department of Transportation's Regulations 49 C.F.R. Part 26. Contractors and subcontractors/major suppliers certified as DBEs must submit a current certificate or letter of DBE certification from a member of the Missouri Regional Certification Committee (MRCC).
 - b. All bidders requesting to become certified Disadvantaged Business Enterprises with the KCATA must complete the proper paperwork and certifications.
 - c. For information and the necessary forms for the certification process, please contact Mr. Whitney Morgan, KCATA's Grants/DBE Specialist at (816) 346-0277.
- 8. Receipt of Addenda. In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.
- 9. Other Documents. Bidders shall submit any other documents necessary to complete this bid. This may include a copy of the warranty offered, technical information, or product brochures.

M. Documents Due After Award.

- 1. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation.

2. Subcontractor Monthly Utilization Report. Contractors will be required to submit this report with each request for payment to KCATA. This report will include payments to ALL subcontractors – DBE and non-DBE. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.
3. Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors form* submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
 - a. **Termination Only for Cause** - Prior to an award of a negotiated procurement and once a contract has been awarded; Contractor may not substitute or terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - b. Written consent of termination may be given if the Contractor has demonstrated good cause. Good cause includes the following circumstances.
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - 6) The DBE subcontractor is not a responsible contractor; or
 - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;

- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
 - a) Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - b) The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
 - c) For questions concerning KCATA's DBE Program requirements, please contact Mr. Whitney Morgan, KCATA's DBE Liaison Officer, at (816) 346-0277 or via email at wmorgan@kcata.org.

SECTION 4
BID EVALUATION, ACCEPTANCE AND AWARD

A. Bid Evaluation

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

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

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

D. Bid Award.

1. The procurement shall be awarded on the basis of the lowest responsive bidder complying with all the conditions of the bids, specifications, and instruction. The KCATA reserves the right to award any or all items of the bid or not to award at all.
2. In the case of multiple line items, the KCATA reserves the right to award the entire bid to one bidder, or to split the award of the items to multiple bidders.
3. If awarded at all, the bid may be awarded to the bidder whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially

responsible to perform as required. The KCATA reserves the right to accept another bid, if it is in the best interest of the Authority. **Conditional bids and any bid taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements shall be considered non-responsive and shall be rejected.**

E. Purchase Order and/or Contract.

1. Upon acceptance and award of a bid by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.
2. 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.

F. Licenses and Permits.

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

ATTACHMENT A
SAMPLE CONTRACT AGREEMENT AND CONTRACT TERMS & CONDITIONS
CONTRACT #G19-7062-36
LIGHTING AND ELECTRICAL SERVICES

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2019, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ ("**Contractor**"), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the **Invitation for Bid IFB# G19-7062-36** solicited by the KCATA, dated October 8, 2019 entitled "Lighting & Electrical Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the (Lighting & Electrical services) as needed at the firm, fixed prices stated in the Appendix G 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) year(s) beginning December 16, 2019 and expiring on December 15, 2020. Lighting & Electrical Services shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix G 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 Bid Response (Appendix D). 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 Bid Response; and
- E. KCATA's IFB and Scope of Work/Specifications, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

Appendix A. Contract Terms and Conditions; and
Appendix B. Scope of Work; and
Appendix C. 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 _____
Michael Graham
Senior Vice President Administration/CFO

By _____
Jameson Auten
Senior Vice President Operations & Innovation

KCATA CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

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. §2000d, *et seq.*; 49 C.F.R. part 21; and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), U.S. Department of Justice (DOJ) 28 C.F.R. §; and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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. DELIVERY

Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so, directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

12. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's 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.

13. EMPLOYEE ELIGIBILITY VERIFICATION

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

14. 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.

15. 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.

16. 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.

17. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.

- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

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 (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an

additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

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

1. **Worker's Compensation:**

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

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

2. **Commercial General Liability:**

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

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each 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. **Pollution**

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

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

6. **Umbrella or Excess Liability**

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

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

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 relating to this contract, 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 Larry Williams, KCATA's (Buyer), at (816) 346- 0274 or via e-mail to lwilliams@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: Larry Williams, Buyer
Kansas City Area Transportation Authority
1350 East 17th 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. PRIVACY ACT REQUIREMENTS

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

23. 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.

24. PROHIBITED WEAPONS AND MATERIALS

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

25. RECORD RETENTION AND ACCESS

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

26. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated and contain full descriptive information of materials or services furnished. All invoices and

correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.

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

27. 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.

28. SEAT BELT USE POLICY

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

29. 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.

30. SUBCONTRACTORS

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

Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws and Regulations
Notification and Communication
Privacy Act Requirements
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
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays
Warranty; Warranty of Title
General Provisions

- 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.

31. 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.

32. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

33. 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.

34. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

35. 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.

36. WARRANTY; WARRANTY OF TITLE

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

37. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

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

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT B
CHECK LIST OF REQUIRED DOCUMENTS

The following forms are to be submitted online as part of the online vendor registration process. KCATA's vendor portal is at <https://kcata.diversitycompliance.com>

- Attachment C Affidavit of Civil Rights Compliance
- Attachment D-2 KCATA EEO-1/Workforce Analysis Report
- Attachment E.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification

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

- Attachment E.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (to be completed by Subcontractors)
- Attachment F References
- Attachment G Bid Response Form
- Attachment H Schedule of Participation by Contractor & Subcontractors
- Attachment I Contractor Utilization Plan/Request for Waiver
- Attachment J Letter of Intent of Subcontract (only if using DBE subcontractor)
- Receipt of Addenda Form (if addendum issued as part of this IFB)

ATTACHMENT C
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

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

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

reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

**ATTACHMENT D-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 D-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) | | | | | | | | | | | | | | Total Col A-N | |
|---|---|--------|------------------------------------|---------------------------|---|-------|---|-------------------|--|---------------------------|--|-------|----------------------------------|-------------------|---------------|--|
| | Race/Ethnicity | | | | | | | | | | | | | | | |
| | Hispanic or Latino | | Not Hispanic or Latino | | | | | | | | | | | | | |
| | | | Male | | | | | | Female | | | | | | | |
| | Male | Female | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | | |
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | |
| Executive/Senior-Level Officials and Managers | | | | | | | | | | | | | | | | |
| First/Mid-Level Officials and Managers | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | |
| Administrative Support Workers | | | | | | | | | | | | | | | | |
| Craft Workers | | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | | |
| Laborers and Helpers | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | | | | | |
| TYPE OF BUSINESS | <input type="checkbox"/> Manufacturing | | <input type="checkbox"/> Wholesale | | <input type="checkbox"/> Construction | | <input type="checkbox"/> Regular Dealer | | <input type="checkbox"/> Selling Agent | | <input type="checkbox"/> Service Establishment | | <input type="checkbox"/> Other | | | |

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____

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

**ATTACHMENT F
REFERENCES**

**IFB # G19-7062-36
LIGHTING & ELECTRICAL SERVICES**

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 G
BID RESPONSE FORM**

PRICING TABLE 1: REQUIRED PRICING

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

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

PRICING TABLE 2: OTHER REQUIRED PRICING

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

| | | | | | | 12/16/19 thru 12/15/20 | |
|------------------------------|--|-------------------|-----------------------------|--------------|----------------|------------------------|-----------|
| Item | Bid Items | Station Locations | Annual Services per Station | Bid Quantity | Bid Units | Unit Price | Total Amt |
| 1 | Monthly Administrative Fee | 81 | | 12 | Per month | | |
| 2 | Semi-annual Preventive Maintenance Fee | 81 | 2 | 162 | Per inspection | | |
| 3 | Missouri One-Call Locating Services | 81 | 6 | 486 | Per locate | | |
| 4 | Kansas One-Call Locating Services | 16 | 6 | 96 | Per locate | | |
| 5 | Emergency & Special Repair Services | | | 1 | Force Account | | |
| TOTAL AMOUNT YEAR ONE | | | | | | | |

| | | | | | | 12/16/20 thru 12/15/21 | |
|------------------------------|--|-------------------|-----------------------------|--------------|----------------|------------------------|-----------|
| Item | Bid Items | Station Locations | Annual Services per Station | Bid Quantity | Bid Units | Unit Price | Total Amt |
| 1 | Monthly Administrative Fee | 81 | | 12 | Per month | | |
| 2 | Semi-annual Preventive Maintenance Fee | 81 | 2 | 162 | Per inspection | | |
| 3 | Missouri One-Call Locating Services | 81 | 6 | 486 | Per locate | | |
| 4 | Kansas One-Call Locating Services | 16 | 6 | 96 | Per locate | | |
| 5 | Emergency & Special Repair Services | | | 1 | Force Account | | |
| TOTAL AMOUNT YEAR TWO | | | | | | | |

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

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

Company Name (Type / Print)

Date

Address / City / State / Zip

Authorized Signature

Title

Name (Type / Print)

Telephone #

Facsimile #

E-mail Address

ATTACHMENT H

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

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

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

TOTAL VALUE OF WORK \$ _____

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

TOTAL DBE PARTICIPATION \$_____

TOTAL PERCENTAGE OF DBE PARTICIPATION _____%

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

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

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

**ATTACHMENT I
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

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.***

- a. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____
- b. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____
- c. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____%

ATTACHMENT I (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 J
LETTER OF INTENT TO SUBCONTRACT
(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.)

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

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date