

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
FOR PROJECT NO. 89022014-005 – KANSAS CITY STREETCAR RESIDENT
ENGINEER AND CONSTRUCTION ADMINISTRATION SERVICES**

CITY OF KANSAS CITY, MISSOURI

1. **Purpose.** This is a Request for Proposals for **Kansas City Streetcar Resident Engineer and Construction Administration Support Services** issued by the Public Works Department of Kansas City, Missouri. Sealed Proposals will be received by the General Services Department at City Hall, 414 East 12th Street 1st Floor -Rm. 102W, Kansas City, Missouri 64106, until **Thursday February 11, 2021 at 4:00 p.m.** Proposers should submit **six (6)** copies of their Proposals. The City reserves the right to change or extend the submission date and time for any reason.

2. **Request for Proposals.** The Request for Proposals for this contract/project contains the following:
 - a. ***Prof. Service RFP;***
 - b. **Standard City *Prof. Service Contract Parts I & II;***
 - c. **Experience and Reference Form 00410.01**
 - d. **Project Schedule (Available via the Streetcar Authority Website - <http://kcstreetcar.org/about-streetcar/mainstreet-extension/>)**
 - e. **Attachment A – Scope of Services**
 - f. **Attachment B - Non-Construction Application for Payment Form**
 - g. **Attachment C - City - Licensed Geographical Information System Data**
 - h. **Attachment D - Non-Construction Subcontractors Listing**
 - i. **Attachment E – Certificate of Insurance**
 - j. **Attachment F – E-Verify**
 - k. **Attachment H – FTA 00486 DBE Program**
 - (1) **FTA 00486.01 DBE Contractor Utilization Plan/Request for Waiver**
 - (2) **FTA 00486.02 DBE Letter of Intent to Subcontract**
 - (3) **FTA 00486.03 DBE Request for Modification, Replacement or Termination**
 - (4) **FTA 00486.04 Subcontractor Monthly Utilization Report**
 - (5) **FTA 00486.05 Schedule of Participation by Contractor & Sub-Contractor**
 - l. **Attachment K – Federal Transit Administration (FTA) Requirements**
 - (1) **FTA 00487.01 – Affidavit of Primary Participants**
 - (2) **FTA 00487.02 - Affidavit of Lower-Tier Participants – Employee Eligibility Verification**
 - (3) **FTA 00488.01 – Certification of Primary Participants Regarding Debarment**
 - (4) **FTA 00488.02 - Certification of Lower Tier Participants Regarding Debarment**
 - (5) **FTA 00489.01 - Certification of Primary Participants Regarding Restrictions on Lobbying**

- (6) FTA 00489.2 – Certification of Lower Tier Participants Regarding Restrictions on Lobbying
- (7) FTA 00492 – Anti-collusion Statement
- (8) FTA – Federal Tax Liability and Recent Felony Convictions Primary
- (9) FTA - Federal Tax Liability and Recent Felony Convictions – Lower-Tier
- (10) FTA – Prohibition of Certain Communications and Video Surveillance Equipment – Primary
- (11) FTA - Prohibition of Certain Communications and Video Surveillance Equipment – Lower-Tier
- (12) HRD 13: Affidavit of Intended Utilization
- (13) Proposal/Contract Calendar (Anticipated)

3. Proposal Submittals.

a. To be given consideration, your Proposal should include the following, completed in full:

- (1) Your proposal following deliverables outlined in Scope of Services;
- (2) Experience and Reference Summary. Detail qualifications and expertise and provide specific examples of relevant work experience with other projects of this type and the role and degree of your firm/teams involvement with each.
- (3) HRD 13: Affidavit of Intended Utilization
- (4) FTA 00487.01 – Affidavit of Primary Participants
- (5) FTA 00488.01 - Certification of Primary Participants Regarding Debarment
- (6) FTA 00489.01 – Certification of Primary Participants Regarding Restrictions on Lobbying
- (7) FTA 00492 – Anti-collusion Statement
- (8) Other required documents

b. The Proposal also may contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

4. Prohibited activities by former City employees and officials. Section 2-1018 of the City’s Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City’s employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018.

Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

- 5. Definition of Request for Proposal.** This Request for Proposals (RFP) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of a Proposal does not create any right in or expectation to a contract with the City.
- 6. Selection.** City will select what in its sole judgment it determines to be the Proposal that will be in the best interests of the City.
- 7. Late Proposals.** Proposals and modifications of proposals received after the exact hour and date specified for receipt will not be considered unless: (1) they are sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the submission deadline; or (2) if submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but is at a different City location than that specified in this RFP; or (4) the City extends the time after the deadline for a force majeure event that could potentially effect any or all Proposers meeting the deadline.
- 8. Change in RFP and Contract.** The City reserves the right at any time to add to, delete, modify or enlarge this RFP, including any specifications and/or statement of work, the proposed contract, the terms and conditions and any subsequently executed contract.
- 9. Discussions and Negotiations with Proposers.** Proposals may be evaluated and award made with or without discussions and/or negotiations with Proposers. The City also reserves the right to discuss and negotiate anything and everything with any Proposers at any time. The City reserves the right to request additional information from any or all Proposers. Negotiations by the City will not be deemed a counter offer or a rejection of any original Proposal.
- 10. Rejection of Proposals.** The City reserves the right to reject any and all proposals.
- 11. Best and Final Offers (BAFOs).** The City reserves the right to request one or more best and final offers. This may include including submission of a new proposal.
- 12. Disclosure of Proprietary Information.** A Proposer 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 Proposal by:
 - a. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";
 - b. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal 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 Proposer.

After either a contract is executed pursuant to the RFP, or all Proposals are rejected, if access to documents marked “Proprietary Information”, as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law.

- 13. Closed Records.** All Proposals and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until all Proposals are rejected.
- 14. Withdrawal of Proposals.** Proposers may withdraw their Proposals prior to the date and time set for receipt of Proposals only with the written consent of the City. Proposers will be bound by their Proposals for 120 days from the date set for receipt of Proposals. Proposals cannot be withdrawn within this 120 day period.
- 15. Waivers.** The City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's code of ordinances when it finds failure to grant the waiver would be detrimental to preserving the public health, welfare, safety or essential operations of the city; or the waiver is necessary in order to participate in a purchasing pool or cooperative or a contract derived from a purchasing pool or cooperative; or the good, supply, material, equipment or service is from a sole source; or failure to grant the waiver would result in an increased cost to the City, the requirement is one that would be waived for any bidder or proposer responding to the solicitation, and it is in the best interest of the City to grant the waiver; or it is otherwise in the best interests of the City for any other reason as determined by the City Council. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate. The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Proposal document or the MBE/WBE/DBE Ordinance and award the Contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.
- 16. Affirmative Action.** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:
 - a. Execute and submit an affidavit, in a form prescribed by the City, warranting that the contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
 - b. Submit, in print or electronic format, a copy of the contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, contractor does not

possess a current certification of compliance, contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

- c. Require any subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, subcontractor does not possess a current certificate of compliance, contractor shall obtain a copy of the subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.org.

- 17. Proposal Costs.** All costs incurred by a Proposer in preparation of Proposer's submittal (including costs associated with interviews) will be borne by the Proposer. The City is not responsible for any costs associated with this proposal submission.
- 18. Ownership of Proposals.** All proposals and supplementary material will become the property of the City when submitted.
- 19. Disclaimer.** The information contained in this RFP, attachments hereto and any addenda that may be issued is provided to assist prospective Proposers in the preparation of proposals. The City assumes no responsibility for the use of this information by Proposers and does not guarantee the accuracy of the information.
- 20. Evaluation Criteria.** Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. The City may change criteria and criteria weights at any time. Evaluation scores or ranks do not create any right in or expectation to a contract regardless of any score or ranking given to any Proposer.
- 21. Disadvantaged Business Enterprise (DBE) Program.** The Federal Transit Administration (FTA) and City of Kansas City, Missouri desires that Disadvantaged Business Enterprises have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are 20.07 % DBE participation. You must complete HRD 13 Affidavit of Intended Utilization and return it with your Proposal. If you request it, the Human Relations Specialist will provide a DBE Directory and assistance. Please call the Human Relations Specialist at 816-513-1818.
- 22. Pre-Proposal Conference.** The Public Works Department will hold a Virtual pre-proposal conference on Wednesday February 3, 2021, at 11:00AM via the following MS Zoom Access:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 872-212-5076,,125971874# United States, Chicago
Phone Conference ID: 125 971 874#

Attendance at the pre-proposal conference is **encouraged** for all Proposers on this Project.

23. Questions. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than **seven (7)** days prior to the Submittal Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Proposers. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Proposal Meeting.

Mark Montgomery, Project Manager
Public Works Department
4721 Coal Mine Road
Kansas City, MO, 64130
(816) 513-2761
(816) 513-2760
E-mail: Mark.montgomery@kcmo.org

Darrell Everette, CPSM Procurement Manager
Procurement Services, General Services Department
414 East 12th Street, City Hall 1st Floor, Rm 102W
Kansas City, MO 64106
(816) 513-0798 Phone
(816) 513-2812 Fax
Email: Darrell.everette@kcmo.org



For persons with disabilities needing reasonable accommodations please contact Jean Lawson at 816-513-6566. If you need to use the Relay Service, please dial 711.

ATTACHMENT A

SCOPE OF SERVICES

Project No. 89022014-005 – Streetcar - Main Street Extension

Resident Engineer and Construction Administration Services

A. **Project Description:** The general scope of this work includes construction administration, field observation/ inspection, grant compliance and records documentation and reporting, and design office activities for Project No. **89022014 – Streetcar - Main Street Extension.**

Estimated level of staff required for Scope of Services

- Resident Engineer (Full time) -1
- Assistant Resident Engineer (Full time) -1
- Field Inspectors (Full-time & Part-time as-needed) -1 to 5
 - One Full-time inspector for the Vehicle Maintenance Facility (VMF) expansion.
 - Two Full-time Mainline Trackway and Station inspectors.
 - Two Part-time (as-needed) inspectors for Overhead Catenary Systems (OCS) and Traction Power Substations (TPSS).
 - Additional stand-by inspectors available on an as-needed basis.
- Architect (Part time) -1
- Scheduler (Part time) -1
- Office Manager/Engineer (Part time) -1
- Document Control Specialist (Full time) -1
- Special Material Testing (Part time) -1

B. **Project Structure and Schedule:** The general structure and anticipated schedule for the Streetcar - Main Street Extension is outlined below.

1. Project No. 89022014 – Streetcar - Main Street Extension (MSE) consists of multiple contracts and agreements. The project management structure for the MSE project is led by the City of Kansas City, Missouri (KCMO) Public Works Dept. as the project owner and federal funding sponsor. The Kansas City Area Transportation Authority (KCATA) is a project Partner providing technical and staffing support to KCMO. The Kansas City Streetcar Authority (KCSA) is a project Partner and the Streetcar operations and maintenance provider.

HDR is the Project lead design consultant and the Kansas City Streetcar Constructors (KCSC) Joint Venture of Herzog and Stacey Witbeck will be the construction contractor.

2. Construction Administration (CA) services NTP is currently anticipated in late 2021 with an anticipated Mainline and VMF construction completion in early 2024. Project closeout, requiring Resident Engineer participation is anticipated thru December 2025.

C. **Construction Administration Roles and Responsibilities:**

1. Daily construction inspection and documentation
2. Daily construction administration and coordination with the City of Kansas City, Contractor, MoDOT, KCATA, FTA and affected business and property owners
3. Post construction activities to determine that the project is completed and accepted by the City including documentation required by FTA for final project approval.
4. Consultant will be located out of the KCSC office.
5. Consultant will be providing a vehicle and equipment for their employees.
6. Consultant shall provide an architectural specialist and tester for QA special inspections on VMF and testing on track welds.
7. Consultant shall provide a tester for QA inspections of TPSS and rail switches and rail production at manufacturing locations.
8. Consultant shall provide document control specialist which will manage the RFI processing and office documentation for City experience with streetcar rail is preferred.
9. Consultant shall to provide a Resident Engineer to supplement the City's Resident Engineer and assistant representatives to supplement City assistant representatives.
10. The assistant representatives will need to have experience on rail projects with streetcar rail experience preferred.
11. Resident Engineer will be inspecting a project in excess of \$100 million dollars in construction value as the lead representative.
12. The Resident Engineer will need to have experience in CM/GC contracts as an inspector or contractor at a high level.
13. The Resident Engineer will also have experience on rail projects with streetcar rail experience preferred.
14. It is also preferred that the Resident Engineer will also have experience working with high voltage projects.
15. Consultant shall provide a scheduler that has experience in building and maintaining a P6 schedule on a project more than \$100 million dollars with streetcar rail experience preferred. Scheduler shall coordinate scheduling with the Project Controls Manager and assist in updating the Project Master Schedule.
16. Consultant shall provide an office manager/engineer that has experience in generating monthly and quarterly FTA project reports and for performing Independent Cost Estimates (ICE's) for change order items on rail projects with streetcar rail experience preferred.
17. The architectural specialties will need to have experience in building construction with streetcar maintenance being preferred.

18. It is also preferred that the architectural specialties will also have experience achieving LEED Gold level on streetcar maintenance building.
19. The City reserves the right to utilize different positions to fill the requirements of this job.

D. Task 1 – Contract Administration

1. Take responsibility for the daily administration of the project construction documentation, inspections and QA testing.
2. Work with the Project's Communications Team and assist with public communications as requested with businesses, property owners, general public and the City of Kansas City. This will include documenting and processing complaints with the Communications Team from businesses and property owners by utilizing the City's formal complaint process.
3. Schedule and administer a weekly construction progress meeting. It is anticipated that one meeting per week for the duration of the project will be needed.
4. Daily construction administration and coordination with the City, Contractor(s), MoDOT, KCATA, FTA and affected business and property owners
5. Contractor shall assist the City in the oversight and monitoring of the Construction Manager @ Risk and all related sub-contractors for the DBE, Work Force Compliance and FTA compliance.
6. Meet with the Contractor and City monthly to review, prepare and submit intermediate monthly pay estimates including all required City and FTA compliance supporting documents.
7. Meet with representatives of granting agencies for project update.
8. Determine whether or not the contractor is generally adhering to the FTA grant requirements through on-going field observations and document review, including detailed field verification of Buy America compliance on all materials, equipment and products. FTA/Buy America compliance verification shall be documented and submitted monthly.
9. Keep, maintain and review certified payroll reports for prime and subcontractors on jobsite. Provide bi-weekly labor interviews on project required documentation. Review and track labor classes and the prevailing wage of the labor interviews. Fill out the FTA man hour breakdown monthly and other paperwork as required.
10. Keep, maintain and review the FTA man hour breakdown monthly for the contractor and subcontractors.
11. Prepare and distribute change orders and submittals to the City with recommendations for processing and approval.
12. Perform cost analyses in conjunction with review and approval of change orders and contract amendments/modifications.
13. Collection of all warranty documentation, O&M manuals, product and equipment documentation. Provide electronic files of all Project documentation to KCMO and KCSA.
14. Records Management and Retention in compliance with Federal, State and City requirements.
15. Complete and submit to the City the final paperwork required by the contract documents.
 - a. Review the final pay estimate and the final change order and submit it to the City.

- b. Coordinate completion and collection of City and FTA compliance documents.
 - c. Coordinate collection of all final pertinent documentation required.
16. Prepare final closeout report documenting that the project is completed and accepted by the City along with all pertinent documentation
 17. Transfer of City records to appropriate City entities for retention.

E. **Task 2-Field Observation – 89022014-** The scope of this work includes the project observation, and documentation for the above referenced project.

1. Assure that all tests are performed according to the Contract documents.
2. Provide daily oversight of the project's traffic control and detour signage. This task will also include reviews of nighttime traffic control set-ups and nighttime reviews (drive-thru's) of major traffic control phase changes.
3. Be on-site when the contractor is working on contract items that require inspection as designated in the Contract documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item.
4. Compile a Daily Observation Report that documents the contractor's construction activity, contractor's personnel and equipment utilized. This information will be entered into a project management system, E-builder.
 - a. Document any irregular activities including but not limited to the compliance issues of Contractor and subcontractors or workforce and report findings to City Project Manager and Director of Human Relations.
5. Forward contractor requests for interpretation or clarification on the intent of the plans and/or specifications to the City for their review and response. Coordinate with the City, the communication of this response to the prime contractor.
6. Keep and maintain project files of the contractor's certifications of materials incorporated into the project and shop drawings. The City will approve all material certifications prior to their incorporation into the project. Inspectors shall have access to and utilize all current plans, specifications and approved shop drawings while in the field.
7. Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.
8. Prepare a report to the City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and compliance with plans, specifications, and design concepts.
9. Advise City and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the design professional or City.
10. Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.
11. Compile an email daily of the contractor's construction activity, contractor's personnel and equipment utilized and attach three pictures of the activity by 8:00 am the following day.

12. Attend final walk-through of each project. Compile notes and distribute the final punch list to the prime contractor and to the City.
13. Prior to the final walk-through, submit to the contractor a list of items observed to require completion or correction.
14. Attend final close out meetings as required with the City, FTA or other stakeholders.



EXPERIENCE AND REFERENCE SUMMARY

Project / Contract Number: 89022014-005

Project Title: RFP Kansas City Streetcar Resident Engineer and Construction Administration Services

Firm's Legal Name	
Mailing Address	
Contact – Name & Email	
Contact – Phone & Fax	

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.				
2.				
3.				
4				
5				
6				
7				
9				
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NOTE: THE LAW DEPARTMENT HAS APPROVED THE FOLLOWING BOILERPLATE. THIS BOILERPLATE CONTAINS CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED INFORMATION. DO NOT DISTRIBUTE THIS DOCUMENT TO THE CONTRACTOR OR THE PUBLIC UNLESS ALL "NOTES" AND PARAGRAPHS WITH SPECIFIERS ARE REMOVED.

Notes and section choices have been provided to assist you in customizing this document. Only those deletion choices provided have prior approval of the Law Department. If any work the contractor does is for the erection, alteration and/or repair to any City property or any public work or improvement, do not use this contract. If this boilerplate does not meet your contracting need or you have questions regarding its use, contact the Law Department. Be certain to delete this note before you provide a copy of the document to the Contractor or the public. This document is intended for review by City staff only.

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT

PROJECT NO. _____ - _____

_____ DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and _____ [Note: Enter the type of business entity following the name of the contractor. Use one of the following examples: Missouri Corporation; Foreign Corporation; Fictitious Name Registration: Sole Proprietor; Limited Liability Company; Partnership; Joint Venture; Other(specify)] ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

NOTE: Figure out how much and how you will pay the contractor and select the appropriate format below and when you will pay the contractor. Do not pay Contractors in advance of performing a service. In other words, don't give the Contractor a cash advance.

Sec. 1. Compensation.

- A. The amount the City will pay Contractor under this contract will not exceed \$_____. Contractor will be paid on the following basis: **(Fill in how the contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents etc.)**
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other **(select when the contractor will bill the City and delete all others. If this contract is subject to the SLBE program, the contract should provide for payments to be made every two weeks.)**
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

[Specifier: If this is a SLBE Project add the following paragraph. Include the amount of the pre-payment authorized; it may not exceed ten percent (10%). Be certain to delete this specifier before the final Document is printed.]

- G. City may pre-pay Contractor _____% of the Contract amount without Contractor having to submit a request for payment.

NOTE: Insert detailed specifications of services in the following section. List each specification as a separate item number. If the Scope of Services that Contractor will perform does not exceed one-half page, put the Scope of Services here using subsection A. If the Scope of Services is longer, attach it as Attachment __ and use the following language for subsection A: "Contractor shall perform the Scope of Services listed on Attachment __." (Bold references to attachments.) Insert time deadlines if appropriate for various aspects of scope of services.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the following Scope of Services:

Sec. 3. Notices. All notices required by this Agreement shall be in writing to the following:

City: _____, Department: _____, Director: _____
 Address: _____, Kansas City, MO _____
 Phone: (____) ____ - _____ Facsimile: (____) ____ - _____
 E-mail address: _____

Contractor: _____, Contractor's Legal Name: _____
 Contact: _____, Address: _____
 Phone: (____) ____ - _____ Facsimile: (____) ____ - _____
 E-mail address: _____

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 4. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 5. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

NOTE: If this contract is not for a specific term such as a “one (1) year contract beginning on _____, 20__ and ending on _____, 20__,” do not include a term of contract in this contract. Instead list the time of performance in the scope of work. Select either term of contract or delete this section if not used.

Sec. 6. Term of Contract. This Contract shall begin on _____, ____ and shall end on _____, _____. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

NOTE: List all attachments you are including in Part I and the name of the Attachment in the section below. Example: “Attachment 1: Scope of Services”. Be sure to check your numbering. If you have no attachments, delete the following section.

Sec. 7. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

NOTE: The section below “Documents Incorporated by Reference” should be used if you want a document to be part of this contract but you do not want to actually attach the document to this contract. For example, the document may have many pages. You can list this document here but you must very specifically identify the document including its name and, if it is dated, the date of the document. If you do not use the following section, delete it.

Sec. 8. Documents Incorporated by Reference. The following documents are not attached to this Contract but are incorporated into and made a part of this Contract by this reference:

NOTE: If “Responsibilities of City” is not applicable to your contract delete the following section. If the City has responsibilities in this contract, insert detailed responsibilities of the city. List each responsibility as a separate item number. If the City’s responsibilities exceed one-half page, add it as an attachment. If one-half page or less, insert City responsibilities here in Part I.

Sec. 9. Responsibilities of City. City shall:

NOTE: If Contractor has notified City that it will use Subcontractors, provide “Subcontractor List Non-Construction” to Contractor.

Sec. 10. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

NOTE: The sections contained in Part II are standard contract provisions that, except for some rare exceptions, should not be deleted. If you receive inquiries regarding the deletion of any of these sections consult with the Law Department. If you have appropriate approval to do so, list the number and name of those sections in the following section. Be certain to delete this note before you provide a copy of the document to the Contractor.

Sec. 11. Deletions to Part II, Standard Terms and Conditions. The following sections of Part II, Standard Terms and Conditions, of this Contract are hereby deleted:

NOTE: The sections contained in Part II are standard contract provisions that, except for some rare exceptions, should not be deleted. If you receive inquiries regarding the deletion of any of these sections consult with the Law Department. If you have appropriate approval to do so, list the number and name of those sections in the following section. Be certain to delete this note before you provide a copy of the document to the Contractor.

Sec. 12. Replacements to Part II, Standard Terms and Conditions. The following section(s) of Part II, Standard Terms and Conditions of this Contract are hereby deleted and in lieu thereof, the following are hereby inserted:

NOTE: The determination of minimum acceptable limits of insurance should be made on a project-by-project basis after performing an analysis of the potential liability risks presented by the size and type of the project. You must consult with the City's Risk Manager to determine whether the standard professional liability limits should be increased to a specific new limit if the estimated costs of the project exceed \$3,000,000.00 or if the project is particularly complex or presents unique challenges or difficulties. Be certain to delete this note before you provide a copy of the document to the Contractor.

Sec. 13. Replacement to Part II, Standard Terms and Conditions, Section 4, Insurance. Section 4.A.4 of Part II, Standard Terms and Conditions of this Agreement is hereby deleted and in lieu thereof, the following is inserted:

A. Professional Liability Insurance with limits Per Claim/Annual Aggregate of
\$ _____

NOTE: The following paragraph should be included for projects being processed in e-Builder. Delete this paragraph in its entirety if it is not applicable. Be certain to remove this note before your final Contract Document is printed.

Sec. 14. Contract Information Management System. Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

NOTE: If the contract does not require contractor to meet any MBE/WBE goal, delete this section. If the contractor is required to meet an MBE/WBE goal you need to incorporate the contractor utilization plan which can be obtained in the HRD forms and instructions in Contract Central

Sec. 15. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment** _____. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

NOTE: *If you are requiring contractor to obtain a performance bond use the following section. Obtain Bond Forms from Contract Central by answering the question asking which bond you would like to use. A performance bond costs the City approximately 2% of the contract cost. Consult the Risk Manager if you need help in determining whether to require one.*

Sec. 16. Performance Bond. Contractor shall furnish a Performance Bond to City on City furnished forms executed by a Surety, in the amount of \$_____ guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes.

All bonds required to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue bonds for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better. A certified copy of the agent's authority to act must accompany all bonds signed by an agent.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within twenty (20) days thereafter substitute another bond and surety, both of which must be acceptable to City.

NOTE: *The following section relates to programs funded in whole or in part by federal or state funds. List all requirements that apply to this contract and fill in the attachment number. If this contract is not funded by federal/state grant funds or this section does not apply to your contract, "delete this section". Be certain to delete this note and the non-applicable section before your final contract document is printed*

Sec. 17. Incorporation of Federal/State Laws and Regulation. Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Attachment** __ to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those included in **Attachment** _____ are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

NOTE: *If questions arise from the Contractor regarding "Intellectual Property Rights", CONTACT THE LAW DEPARTMENT with specific details. Be certain to delete this note and the non-applicable section before you final contract document is printed.*

Sec. 18. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

NOTE: If this contract is funded by federal or state programs, you must obtain certification from contractor that they are not debarred. Obtain the Certification form from Contract Central. Contact the Law Department if you have any questions regarding this attachment. Be certain to delete this note and the non-applicable section before your final contract document is printed.

NOTE: Please read and delete the following Notes before finishing this contract

NOTE: Bold Attachments. Be sure that any reference to an attachment is in bold print. This will help us easily locate references to attachments in this Part I.

NOTE: Paragraph Numbers. Be sure to check the numbering of your paragraphs. The optional paragraphs do not contain a number so you must insert the proper paragraph number.

NOTE: Attachment Numbers. Be sure to check the numbering of your attachments. If you have not used some attachments, you numbering may be incorrect.

NOTE PART II: STANDARD TERMS AND CONDITIONS: Print and Attach the Standard Terms and Conditions to this Document after you print this document. Each copy of the contract needs this document, the Standard Terms and Conditions and any Attachments.

NOTE: Approval to Waive/Modify Other Sections. Some provisions of Part II may be waived or modified but you must first contact the Law Department and obtain the proper approvals.

NOTE: Deletions/Replacements. If you have waived or modified any provisions in Part II, make sure you have listed those in the “Deletions to Part II” or “Replacements to Part II” sections Part I.

NOTE: Do Not attach the following documents to the Contract: certificate of compliance with affirmative action; taxpayer clearance letter; Certification on contractor debarment. Place these documents in the contract file.

NOTE: Do not delete this warning on indemnification and hold harmless below.

NOTE: Do not change the fonts and size of the indemnification provisions in Part II. The large size of the letters is for legal reasons.

Sec. 19. Effectiveness; Date. This contract will become effective when the City’s Director of Finance has signed it. The date this contract is signed by the City’s Director of Finance will be deemed the date of this contract.

Each party is signing this contract on the date stated opposite the party’s signature.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: _____

NOTE: If applicable, the Secretary to the Board of Parks and Recreation Commissioners must insert the resolution number of the Board authorizing this contract and sign on the line provided. If not applicable, delete the signature block.

Authorized by the Board of Parks and Recreation Commissioners, Resolution Number _____

Secretary to the Board

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to

sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 5. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of Human Relations, the city Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access

to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action.

If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance.

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from

subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19. Professional Services – Conflict of Interest Certification.

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Attorney Services – Conflict of Interest Certification.

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

Sec. 21. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation 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. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-

Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 23. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Contract/Project Number _____
Contract/Project Title _____

Final Payment
 Date: _____
 Ordinance Date: _____

Application Number: 1
 Ordinance Number: _____
 City PO Number: _____

Contractor:

Legal Name _____
 Mail Address: _____
 City, ST Zip _____
 Vendor Number _____

Application for Work Accomplished: From _____ To: SLBE Pre-Payment¹
 Name of Kansas City, MO Project Mgr: _____

[Enter Pre-Payment Amount on Line [6] of Application Number 1. Delete SLBE Prepayment and footnote if not applicable.]

Original Contract Amount	[1]	\$0.00
Net by Amendments ___ through ___	[2]	\$0.00
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
PAYMENT DUE CONTRACTOR (4-5)	[6]	\$0.00

Instructions to Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses per contract (ie. services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept.
2. If this is the First application for payment and if Contract amount exceeds \$127,000, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment;** and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit Application to: _____ Department
 Name, Project Manager
 414 East 12th Street - City Hall, _____ Floor
 Kansas City, MO 64106

¹Any SLBE Pre-Payment will be reflected in "Previous Payments" beginning with the second Application for Payment.

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director Date: _____

ATTACHMENT C

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT D

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	ABC INSURANCE COMPANY
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	Current	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR CLAIMS-MADE	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	POLICY NUMBER	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	Current	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. _____ [Title]. Certholder (City) and _____ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. 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 by the business entity 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 am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

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

Notary Public

My Commission expires:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

SECTION 6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. 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 CITY OF KANSAS CITY MISSOURI deems appropriate.

1. **Non-discrimination.** This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as CITY OF KANSAS CITY MISSOURI deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
2. **DBE Certification.** CITY OF KANSAS CITY MISSOURI will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. DBE subcontractors must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or CITY OF KANSAS CITY MISSOURI. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications for other agencies will not be considered.
3. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

- A. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed 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. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- B. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- C. Subcontractor participation with a lower tier DBE subcontractor; and
- D. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- E. 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

- a. 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
- b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

4. Documents Due Within 48 Hours of Bid Closing:

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

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

In evaluating good faith efforts, CITY OF KANSAS CITY MISSOURI will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitation.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractor are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the CITY OF KANSAS CITY MISSOURI or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

5. Documents Due After Award:

- A. CITY OF KANSAS CITY MISSOURI reserves the right to review the Contractor's written agreement with its subcontractors to confirm that required federal contract clauses are included. CITY OF KANSAS CITY MISSOURI may perform random audits and contact minority subcontractors to confirm the reported participation.
- B. Subcontractor Monthly Utilization Report. Contractors will be required to submit this report with each pay application to CITY OF KANSAS CITY MISSOURI. This report will include payments to ALL subcontractors – DBE and non-DBE. CITY OF KANSAS CITY MISSOURI may require lien waivers from all subcontractors before reimbursement is made to the Contractor. CITY OF KANSAS CITY MISSOURI 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.
- C. 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.

1. **Termination Only for Cause**. Once the contract has been awarded, Contractor may not

terminate a DBE subcontractor without CITY OF KANSAS CITY MISSOURI's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. **Good Cause.** Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels CITY OF KANSAS CITY MISSOURI to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
 3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to CITY OF KANSAS CITY MISSOURI, of its intent to request to terminate and/or substitute, and the reason for the request.
 4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the CITY OF KANSAS CITY MISSOURI and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why CITY OF KANSAS CITY MISSOURI should not approve the Prime Contractor's action.
If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- D. DBE Job-Site Review Commercially Useful Function (CUF) Determination. CITY OF KANSAS CITY MISSOURI will be conducting on-site interviews with all DBE contractors. The number of

interviews will be based on the DBE's projected scope of work. CITY OF KANSAS CITY MISSOURI staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

For questions concerning CITY OF KANSAS CITY MISSOURI's DBE Program or Vendor Registration/Affirmative Action Requirements please contact us.

Phillip Yelder, director
City Hall, 4th floor
414 E. 12th St.
Kansas City, MO 64106
Phone: 816-513-1836
Fax: 816-513-1805
www.kcmo.org

KANSAS CITY Missouri
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: _____ %

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 CITY OF KANSAS CITY MISSOURI.

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)

KANSAS CITY Missouri
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.)

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

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

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

**KANSAS CITY MISSOURI
REQUEST FOR MODIFICATION, REPLACEMENT OR TERMINATION
OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROJECT PARTICIPATION**

This form must be submitted to request substitutions for a DBE listed in the Schedule of Participation By Contractor and Subcontractors form submitted as part of Contractor's Bid Documents as amended by any Change Orders or previously approved Requests for Modification/Substitution. This executed document shall be an amendment to the Contractor's DBE utilization plan.

CONTRACTOR _____

ADDRESS _____

PROJECT NUMBER AND NAME _____

1. As the duly authorized representative of the above Contractor, I am authorized to request this substitution or modification on behalf of the Contractor and hereby request that the Kansas City MISSOURI (CITY OF KANSAS CITY MISSOURI) recommend or approve:

_____ SUBSTITUTION OF DBE FIRM

Name of Current DBE Firm To Be Removed _____

Scope of Work _____

Contracted Amount \$ _____ Amount of Work Completed To Date \$ _____

Name of Proposed DBE Firm _____

Scope of Work _____

Amount of Proposed Work \$ _____ Date Scheduled To Begin Work _____

_____ MODIFICATION OF THE AMOUNT OF WORK BY DBE FIRM

Name of DBE Firm _____

Current % of Contract Commitment _____ Changed % of Contract Commitment _____

2. This Substitution/Modification is necessary because (check all applicable)

_____ The DBE Subcontractor failed or refuses to execute a written contract.

_____ The DBE Subcontractor failed or refuses to perform the work of its normal industry standards without good cause and that failure or refusal of the DBE is not a result of bad faith or discriminatory action of the Contractor.

_____ The DBE Subcontractor failed or refuses to comply with reasonable, non-discriminatory bonding requirements.

_____ The DBE Subcontractor has become bankrupt, insolvent, or exhibits credit unworthiness (supporting documentation is attached).

_____ The DBE Subcontractor has committed a material default or breach of its contract.

_____ The DBE Subcontractor has voluntarily withdrawn from the project (DBE's written notice of withdrawal is attached).

_____ The DBE owner has died or has become disabled and is unable to complete its work on this Project.

_____ A Change Order and/or Amendment of the Project was issued that modifies the amount Contractor is to be compensated and correspondingly impacts the amount of compensation due to the DBE Subcontractor.

3. I affirm that written notice has been given to the DBE Subcontractor of Contractor's intent to request a substitution or modification (copy attached) and the DBE Subcontractor has been given five (5) business days to respond to the notice (a copy of DBE firm's response is attached).

EXCEPTION: If required in a particular case as a matter of public necessity (e.g., safety) the response period may be shortened.

4. The following is a narrative summary of Contractor's good faith efforts (as listed in Part A of the City's Bid Documents) exhausted in attempts to substitute the DBE firm named above with other qualified, certified DBE firms for the listed scope of work or any other scope of work on the project. Supporting documentation is attached.

5. Contractor hereby affirms that it has not intentionally attempted to evade the requirements of the Contract or the DBE Program and it is in CITY OF KANSAS CITY MISSOURI's best interest to approve this Request for Substitution or Modification. Additional documentation will be presented when requested by CITY OF KANSAS CITY MISSOURI in order to make its determination.

Submitted By:

Approved By:

Contractor's Authorized Representative
Authorized Representative

CITY OF KANSAS CITY MISSOURI's

Title

Title

Date

Date

**KANSAS CITY MISSOURI
SUBCONTRACTOR MONTHLY UTILIZATION REPORT**

Report Date:	Project Number:	Project Name:	Payment Application No.
Project Address	Contract Award Date:	Contract Start Date:	Total Contract Days:
Prime Contractor Name:	Contact Person/Phone:	Email Address:	
Prime Contractor Address:	Total Contract Amount:	Project DBE Goal (%):	Contractor DBE Commitment on Project (%):

PAYMENTS TO SUBCONTRACTORS (INCLUDING DBE AND NON-DBE)

	DBE ? Yes / No	Contract		Current Payment Application			Previous Payment Applications			Current + Previous Payment Applications			Actual Payments Received to Date	% of Contract Paid to Date
		Amount	% of Total Contract	Total Amount Billed This Period	Retainage This Period	Scheduled Payment This Period	Total Billed to Date	Retainage to Date	Scheduled Payments to Date	Total Billed to Date	Total Retainage to Date	Total Scheduled Payments to Date		
General Contractor		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 1		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 2		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 3		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 4		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 5		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 6		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 7		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
Subcontractor 8		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%
TOTALS FOR THIS REPORTING PERIOD		\$ -	%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	%

Report Submitted By: _____

Date Submitted: _____

Report is to be submitted with each pay application

REMINDER: 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 amendments modifying the amount Contractor is to be compensated will have correspondingly impacted 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 form if appropriate.

SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

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	Value of Work	DBE % Participation
			\$	%
ALL SUBCONTRACTOR(S) (DBE & NON-DBE)				
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	Value of Work	DBE % Participation
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

TOTAL VALUE OF WORK \$ _____

TOTAL CONTRACT VALUE OF WORK
(FROM 00410 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 # _____

**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.

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Signature and Title of Authorized Official

Date

**CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

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

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

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

Executed this _____ day of _____ 20_____

By _____
Signature of Authorized Official

Title of Authorized Official

**CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

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

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

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

XX. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SERVEILLANCE EQUIPMENT

Contractor represents that it is and will be compliant at all times with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**CITY OF KANSAS CITY MISSOURI
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

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

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

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

The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its officers, directors, principals, and agents:

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

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

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____
_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**CITY OF KANSAS CITY MISSOURI
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE EQUIPMENT**

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

Pursuant to 48 CFR 52.204-24, the Offeror represents that—

1. It WILL, WILL NOT provide covered telecommunications equipment or services to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
2. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It DOES, DOES NOT use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

The Offeror agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____
_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR 52.204-24 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**CITY OF KANSAS CITY MISSOURI
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE EQUIPMENT**

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its officers, directors, principals, and agents:

Pursuant to 48 CFR 52.204-24, the Lower-Tier Participant represents that—

1. It WILL, WILL NOT provide covered telecommunications equipment or services to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
2. After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It DOES, DOES NOT use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

The Lower-Tier Participant agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR 52.204-24 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

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

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires _____