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**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**Procurement Department**  
**1350 East 17<sup>th</sup> Street**  
**Kansas City, Missouri 64108**

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**INVITATION FOR BID**

**BID # 08-7004-23**

**SERVICE ON KCATA'S CARS AND LIGHT TRUCKS**

Date: March 10, 2008

Contact: Tom Dennis

Telephone Number: 816-346-0366

FAX Number: 816-346-0345

E-Mail: [tdennis@kcata.org](mailto:tdennis@kcata.org)

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Date: March 10, 2008

**Bid # 08-7004-23**

**NOTICE OF INVITATION FOR BID**

The Kansas City Area Transportation Authority (KCATA) is requesting bids from qualified firms to provide the KCATA with Service on Supervisor Cars and Light Trucks. The term of the contract will be for two years.

Bids are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Bidder shall certify that it is not on the Comptroller General's list of ineligible contractors. Bidders will be required to comply with all applicable Affirmative Action and Equal Employment Opportunity laws and regulations.

The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. All discounts should be reflected in each unit price quotation unless otherwise specified.

Bids must be submitted on the enclosed Bid Response Form, one original and two copies before 11:00am on Tuesday, April 1, 2008. The public bid opening will follow at 11:15AM in the Maintenance Conference Room. Please reference bid # 08-7004-23 on the submittal cover. Bids received after time specified shall not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered as responsive. Bids submitted must be mailed to:

Kansas City Area Transportation Authority  
Procurement Department/ 08-7004-23  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108

Submission of a bid shall constitute a firm offer to the KCATA for sixty days from the date of closing. This Invitation for Bid does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure or contract for services. KCATA reserves the right to waive informalities or irregularities in bids, and to reject any or all bids and to re-advertise for bid if it is in the best interest of the Authority. Bidder shall read and understand the requirements of this bid covered in the sections listed under the Table of Contents of this document, sample contract and contract conditions.

For information regarding the bidding requirements, contact Tom Dennis at 816-346-0366.

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Etta Jackson  
Director of Procurement

**NO BID REPLY FORM**

**BID # 08-7004-23**

To assist us in obtaining good competition on our Invitation for Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying Bid # 08-7004-23. This information will not preclude receipt of future invitations unless you request removal from the bidder's List by so indicating below.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_ 5. We do not sell the items/services on which Bids are requested.

\_\_\_ 6. Other: \_\_\_\_\_

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

\_\_\_ We wish to remain on the bidder's List for these commodities.

\_\_\_ We wish to be deleted from the Bidder's List for these commodities.

**PLEASE SEND BACK TO: KCATA  
1350 E. 17<sup>TH</sup> STREET  
KANSAS CITY, MO. 64108  
ATT: TOM DENNIS**

(08-7004-23)

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**SECTION I.  
BIDDING SCHEDULE**

Bid Issue..... March 10, 2008

Deadline for Bidder Questions, Requests for Clarifications, ..... March 24, 2008

Deadline for KCATA's Response to Bidders Questions  
Clarifications ..... March 27, 2008

Bid Closing ..... April 1, 2008  
11:00am

Bid Opening..... April 1, 2008  
11:15am in Maintenance  
Conference Room

Bid Award..... April 2008

## **SECTION II. SPECIFICATIONS**

### **A. SPECIFICATIONS**

1. This will be a two-year contract for the service and repair of specific KCATA vehicles as identified in Attachment A-1. The repairs and services billed will only include those not covered by the vehicle warranty.
2. Contractors must be capable of handling warranty and extended warranty work, with only the applicable deductible being billed to KCATA.
3. The contract term shall be from May 1, 2008 through April 30, 2010.
4. Contractor must be in the business of repair and servicing automobiles and light to medium duty trucks. Contractor must have the necessary equipment and mechanics on property to satisfactorily make the repairs included in this bid. Standard maintenance will include any work requested to maintain a vehicle, but will primarily include oil change, lubrication, brakes, repairs and service of all fluid systems, air conditioning systems, and power train. Bodywork, painting, and accident repairs are not included.
5. In addition to completing the work requested, every vehicle will be given an inspection before the vehicle is released. If additional defects are found, the KCATA will be notified of the problem found and a decision will be made by the KCATA whether further work will be authorized
6. Vehicles must be available for pick up between 8:00 a.m. and 4:30 p.m. Monday through Friday. The KCATA will be responsible for transportation of vehicles.
7. Vehicles are to be kept in a secured area while in the Contractor's possession. Contractor must be insured for theft or vandalism.
8. For repairs not covered above, all parts and labor will be guaranteed for a minimum of thirty (30) days. Major repair bills exceeding \$500.00 for parts and labor will be guaranteed for a minimum of one hundred eighty (180) days.
9. The quoted parts discount will apply to across-the-counter parts purchased by the KCATA and parts used by the Contractor in servicing the vehicle.
10. The license plate number will identify the ATA vehicles, and license plate number must be on invoice.

- 11 The KCATA reserves the right to inspect the Contractor's facility for the necessary equipment as it relates to this bid.
- 12 A detailed invoice billing all parts and labor is to be returned with each vehicle identifying the vehicle number and a complete description of the work performed.
- 13 Contractor will be solely responsible for any damage or loss to the vehicle and its contents while the property is in the care, custody and control of the contractor.
- 14 All parts and fluids used must meet the manufacturer's specifications, or KCATA specifications.
- 15 KCATA reserves the right to require the parts that have been removed be returned with the vehicle.
- 16 Expedient and reliable service is mandatory, and the contract is subject to cancellation if not provided.
- 17 Maximum billing hours will be the hours allowed in the current edition of the *Chilton's Parts and Labor Time Guide – Domestic Manual*. If less time is required the job will be billed at the actual hours required to perform the job. Parts will be billed at the manufacturer's list price, less the discount quoted.
- 18 Contractor must supply a list of at least three clients whom KCATA can call for reference to workmanship and expediency. **See References form attached.**
- 19 Vehicles under warranty to be repaired by Dealer from which vehicles were purchased.
- 20 Contractor may bid on any part or all vehicles identified in A-1, Vehicle list.

**ATTACHMENT A-1 / VEHICLE LIST  
 BID 08-7004-23  
 CARS AND LIGHT TRUCKS**

| <b>VEHICLE#</b> | <b>YEAR</b> | <b>MAKE</b>      | <b>MODEL</b> | <b>FUEL</b> | <b>ENGINE SIZE</b> | <b>WARRANTY</b> |
|-----------------|-------------|------------------|--------------|-------------|--------------------|-----------------|
|                 |             | <b>FORD</b>      |              |             |                    |                 |
| 1015            | 1998        | FORD             | 1/2 TON      | GAS         | 4.26               | NO              |
| 1025            | 1996        | FORD             | WINDSTAR     | GAS         | 3.0/6 CYL          | NO              |
| 1030            | 1995        | GMC              | 5500         | DIESEL      | CAT                | NO              |
| 1031            | 1988        | GMC              | 5500         | DIESEL      | CAT                | NO              |
| 1032            | 1988        | GMC              | 5500         | DIESEL      | CAT                | NO              |
| MO TAG 059-BBM  | 1996        | FORD             | WINDSTAR     | GAS         | 3.0/6 CYL          | NO              |
| 1052            | 1989        | FORD             | E350         | GAS         | 4.0                | NO              |
| 1053            | 2000        | FORD             | 350XL        | DIESEL      | 7.3                | NO              |
| 1054            | 1986        | FORD             | 350          | DIESEL      | 6.9                | NO              |
| 1057            | 2000        | FORD             | F450         | DIESEL      | 7.3                | NO              |
| 1060            | 2000        | FORD             | PU CREW      | DIESEL      | 7.3                | NO              |
| 1073            | 2000        | FORD             | CROWN VIC    | GAS         | 4.6                | NO              |
|                 |             | <b>CHEVROLET</b> |              |             |                    |                 |
| 1022            | 1987        | CHEVY            | 1/2 TON      | GAS         | 5                  | NO              |
| 1046            | 1998        | CHEVROLET        | LUMMINA      | GAS         | 3.8                | NO              |
| 1049            | 2000        | CHEVY            | IMPALA       | GAS         | V63800             | NO              |
| 1058            | 1991        | CHEVY            | KODIAK       | GAS         | 366                | NO              |
| 1059            | 1991        | CHEVY            | KODIAK       | GAS         | 366                | NO              |
|                 |             | <b>GM</b>        |              |             |                    |                 |
| 1027            | 2005        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1028            | 2006        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1034            | 2005        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1035            | 2005        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1044            | 2007        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1045            | 2007        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1048            | 2004        | CHEVROLET        | IMPALA       | GAS         | V63800             | YES             |
| 1074            | 2002        | CHEVROLET        | IMPALA       | GAS         | V63800             | NO              |
| 1075            | 2002        | CHEVROLET        | IMPALA       | GAS         | V63800             | NO              |
| 1076            | 2002        | CHEVROLET        | IMPALA       | GAS         | V63800             | NO              |
| 1077            | 2002        | CHEVROLET        | IMPALA       | GAS         | V63800             | NO              |
| 1078            | 2002        | CHEVROLET        | IMPALA       | GAS         | V63800             | NO              |



**SECTION III.  
BIDDING INFORMATION**

The Kansas City Area Transportation Authority (“KCATA”, “Authority”) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area.

**Read This Document Carefully!!** This Invitation for Bid and any subsequent purchase order or contract is subject to all conditions listed herein, including all attachments hereto.

**A. BIDDING INSTRUCTIONS**

**1. Bid.**

The bid, along with all other accompanying documents and materials submitted by the bidder, will be deemed to constitute the entire bid. The bidder shall promptly furnish any additional information requested relative to its bid.

**2. Submittal.**

a. Bids shall be submitted on the **Bid Response Form** (Attachment D) provided. Bids submitted on any other form will be considered non-responsive and may be rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the bid form.

b. The Authority reserves the right to reject bids that alter the Bid Response Form or otherwise takes exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternate; however the decision to accept or reject such alternate is entirely at the discretion of the Authority.

**3. Communications.**

In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded directly to the Director of Procurement.

**4. Protests.**

The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean KCATA working days.

**a. Pre-Submittal.**

A pre-submittal protest is received prior to the bid due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the Director of Procurement, no later than five (5) days before the bid closing date.

**b. Post-Submittal/Pre-Award.**

A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals is awarded but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the Director of Procurement, no later than five (5) days after the proposal closing date.

**c. Post-Award.**

Post-Award protests must be received by Authority, in writing and addressed to the Director of Procurement, no later than five (5) days after the date the contract is awarded.

The Director of Procurement shall respond in writing within five (5) days from the date of the written request.

If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to the General Manager. This request for a hearing should be in writing within five (5) days from the date of the Director of Procurement's response. The General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The General Manager's response will be provided within ten (10) days after receipt of the request. The General Manager's decision is final and no further action on the protest shall be taken by the KCATA.

By written notice to all parties, the Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

Bidders shall be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1E, Dated June 19, 2003). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.

An appeal to FTA must be received by FTA's regional office within five (5) days of the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, MO, 64106.

**5. Bid Pricing.**

- a. Bids shall be firm and final.
- b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or service to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c. The bid price shall include all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e. It is the intention of the specification to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
- f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
- h. The KCATA is exempt from payment of federal, state and local taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.

**6. Authorization to Bid.**

- a. Sealed bids shall be signed by an authorized official and submitted to the Director of Procurement, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. The bid number shall be clearly marked on the front of the return envelope.
- b. If an individual doing business under a fictitious name makes the bid, the bid shall so state. If the bid is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

**7. Submittal Deadline.**

- a. Sealed bids will be received until the date and time specified for bid closing in Section I, "Bid Schedule". Bids received before the bid closing time will be kept securely sealed. Bids submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.
- b. At a time specified for bid opening, all bids properly received will be publicly opened and read aloud. Any bid received after this time will not be considered; except that a bid arriving by mail after the time fixed for closing, but before completion of the reading of all other bids, will be received and considered if it is shown to the Authority's satisfaction that the failure to arrive on time was due solely to delay in the mails for which the bidder was not responsible.

**8. Incomplete Bid.**

All documents that are required to be submitted with this Bid are listed on the Checklist Form (Attachment B). The bidder shall read all forms carefully before signing. Incomplete bid documents may render the bid non-responsive.

**9. Withdrawal of Bids.**

- a. Bids may be withdrawn upon written request received by the KCATA before the time fixed for bid closing. Withdrawal of a bid shall not prejudice the right of the Bidder to submit a new bid, provided the latter is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, in accordance with the foregoing condition, will be returned promptly.

- b. No bids may be withdrawn for a period of sixty (60) days after the time as set herein for the opening of bids.

## **B. BID EVALUATION, ACCEPTANCE AND AWARD**

### **1. Bid Evaluation.**

- a. It is the intent of the KCATA to award a contract to the most responsible and responsive bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. Bidders shall submit any additional information, if so required by the Authority, to complete the bid evaluation.
- b. In determining the most responsible and responsive bidder, the evaluation will be based on, but not limited to, the following factors:
  - Cost proposed in the bid;
  - Completeness of the bid (including signature by an authorized official of the bidder) along with submittal of all required documents and compliance with all regulations including Affirmative Action; and
  - Compliance with the technical requirements and specifications.

### **2. Bid Acceptance.**

- a. Each bid is to be submitted with the understanding that the acceptance in writing by the KCATA of the bid to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the bidder and the KCATA which shall bind the bidder on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted bid and these conditions.
- b. All bid prices will be firm and fixed for sixty (60) days after acceptance of each bid.
- c. Acceptance of the lowest responsive bid for materials and services valued more than \$100,000 in total is made by KCATA's Board of Commissioners at its regular monthly meeting. Any question pertaining to the award shall be addressed in writing to the Director of Procurement, with one copy to the General Manager within five days of issuance of the Notice to Award. The Director of Procurement will respond within seven days of the acceptance of the bid.

**3. Single Bid.**

In the event of an apparently unbalanced bid, or in the event of an apparent low bid significantly below the competitive range, the Authority may determine the reasonableness of the bid price through appropriate means including, but not limited to, price and cost analyses. A price analysis involves examining the separate cost elements. In the event of a single bid the Authority reserves the right to convert that bid into a negotiated procurement. The sole bidder shall cooperate with the Authority, as necessary, in order for its bid to be considered, but instead of doing so, shall have the option of withdrawing its bid.

**4. Bid Award.**

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

**5. Purchase Order or Contract.**

- a. Upon acceptance and award of a bid by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.
- b. The purchase order or contract shall be considered as made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri.
- c. For any questions or dispute pertaining to the contract, the General Manager is the final arbiter.

**6. Bid Formalities.**

The KCATA reserves the right to postpone bid opening for thirty (30) days from the original bid opening date for its own convenience; to award any or all of the sections or items included in the bid; to award any part or parts of the work specified in the bid; or to not award at all.

**7. Inspection.**

Bidders may inspect bid abstracts after tabulation at the office of the Procurement Department during specified hours. Copies of the bid abstract will be available upon written request.

**8. Reservation.**

The KCATA reserves the right to waive informalities or irregularities in bids, and to reject any or all bids and to re-advertise for bid if it is in the best interest of the Authority.

**C. FTA AND KCATA REGULATIONS**

**1. Affirmative Action.**

All bidders doing business with the KCATA shall comply with the Authority's Affirmative Action requirements. Bidders may be considered for certification by the KCATA for such compliance by submitting the required information on the Vendor Registration Form. However, bidders who are currently in compliance need not return this questionnaire. To verify your affirmative action compliance status, contact KCATA's DBE Manager, Denise Bradshaw at (816) 346-0224 or via email at [dbradshaw@kcata.org](mailto:dbradshaw@kcata.org).

**2. Debarment.**

- a. The bidder shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs".
- b. The bidder agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- c. The bidder agrees to provide the KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a

conditioned debarment or suspension certification until FTA approval is obtained.

### 3. Licenses and Permits.

The bidder shall, without additional expense to KCTA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the performance of the work in this procurement.

The Contractor shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

### 4. Civil Rights.

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

**B. Americans with Disabilities Act (ADA).** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA’s overall goal for



DBE participation is 13 percent. A separate contract goal has not been established for this procurement.

2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as KCATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in the paragraph (*see* 49 CFR 26.13(b)).
3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA.
4. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA.

**D. Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F. R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any

implementing requirements FTA may issue.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this Agreement, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or the City of Kansas City, Missouri may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

- E. ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **5. Prohibited Interests.**

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

## **D. REQUIRED DOCUMENTATION**

The Bid Checklist Form (Attachment B) indicates all forms and documents required for the submittal of this Bid. The Bidder is encouraged to read all forms carefully before signing.

### **1. References.**

Bidders shall complete the **References Form** (Attachment C) indicating five (5) firms that represent work that is similar to this procurement. The form shall include

the company name, address, contact person, telephone number, contract amount, and length of contract (if applicable).

**2. Vendor Registration Form.**

All bidders doing business with the KCATA shall complete a **Vendor Registration Form** (Attachment E). However, bidders that have previously submitted an application need not return this form. To verify your firm's mailing list status, contact the Procurement Department at (816) 346-0254.

**3. Certification of Debarment.**

All bidders, and their subcontractors if applicable, must complete the Certification of Debarment Form (Attachment F) certifying that they are not debarred from bidding on federal procurements. Reference Part C of this Section.

**4. DBE Certification.**

The KCATA recognizes firms that have been certified as Disadvantaged Business Enterprises (DBEs) under the criteria established by the U. S. Department of Transportation's Regulations 49 CFR Part 26. All bidders requesting to become certified Disadvantaged Business Enterprises with the KCATA must complete the proper paperwork and certifications.

Contractors using DBE firms as subcontractors must submit a current certificate or letter of DBE certification from a DOT agency that certifies firms based on 49 CFR Part 26.

For information and the necessary forms for the certification process, please contact KCATA's DBE Manager at (816) 346-0224.

**5. Affirmative Action Compliance.**

The Federal Transit Administration's (FTA) EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).

Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:

- a. A copy of your firm's current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment I). Form AA1 or EEO-1 may be substituted.
- b. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.

- c. A letter requesting exemption from filing an Affirmative Action Program if your firm has twelve (12) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.

For questions on these requirements, or assistance in completing the forms, please contact KCATA's DBE Manager at (816) 346-0224.

**6. Warranty.**

The bidder shall describe its policy or warranty both on workmanship and material as applying to services performed, along with the method of adjustment, and shall be further subject to warranty requirements of the KCATA as set forth in the contract. Bidder shall assume responsibility and warranty of materials and accessories used in the procurement, whether the bidder performs the same or purchased from an outside source.

**7. Receipt of Addenda.**

In the event that Addendas are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.

**8. Other Documents.**

Bidders shall submit any other documents necessary to complete this bid. This may include technical information or product brochures.

**ATTACHMENT A.**

**SAMPLE AGREEMENT  
BID #08-7004-23**

**FOR SERVICE ON KCATA'S CARS AND LIGHT TRUCKS**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_2008, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17<sup>th</sup> Street, Kansas City, Missouri, and \_\_\_\_\_; (**Contractor**), with offices at \_\_\_\_\_.

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

**1. EMPLOYMENT OF CONTRACTOR.**

This agreement represents employment of the Contractor by the KCATA as specified and following the bid submitted by the Contractor dated \_\_\_\_\_.

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the material and/or services consistent with the request for proposals solicited by the KCATA, dated March 10, 2008. The Contractor hereby agrees to provide Service on KCATA cars and light trucks for the KCATA in accordance with general specifications of the scope of contract provided in the contract documents herein.

**3. TERM.**

The term of this agreement shall be for two year(s) beginning May 1, 2008 and expiring on April 30, 2010.

The scope of contract to be performed shall commence upon receipt of a notice to proceed by the KCATA and subject to authorized adjustments as provided in the contract documents.

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the performance/delivery of the scope of work (Appendix B), subject to authorized additions or deductions by "Change Orders" as provided in the contract document, not to exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). A breakdown of the contract sum is provided in Appendix C.

**5. MISCELLANEOUS PROVISIONS.**

The following sections, attached and incorporated herein, including this agreement and modifications issued hereafter, constitute the entire contract document between the KCATA and the Contractor.

- Appendix A. Contract Conditions
- Appendix B. Specifications
- Appendix C. Cost Proposal Submitted by Contractor dated \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto for themselves, their successors and assigns, have executed this contract the day and year first above written.

\_\_\_\_\_  
(Contractor)

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

By \_\_\_\_\_

By \_\_\_\_\_

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

Etta Jackson  
Director of Procurement

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

## **CONTRACT CONDITIONS**

### **AGREEMENT IN ENTIRETY**

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

### **ASSIGNABILITY**

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

The KCATA reserves the right to assign Options on this Agreement to other transit operators. If assigned, a statement shall be issued from KCATA authorizing the option assignment, which shall be sent to the Contractor and transit operator. A separate Agreement or Purchase Order will be issued between the transit operator and Contractor. KCATA will not be responsible for any Agreements related to assigned options exercised.

### **BANKRUPTCY**

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

### **BREACH OF CONTRACT**

If the Contractor shall fail, refuse or neglect to comply with the terms of this Agreement, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply.

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by KCATA

shall constitute a waiver of any right or duty afforded under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## **CHANGES**

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

## **CIVIL RIGHTS**

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. American with Disabilities Act (ADA).** In accordance with section 102 of the American with Disabilities Act, as amended, 42 U.S. C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Disadvantaged Business Enterprise (DBE).**

  - 1.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 13.0 percent. A separate contract goal has not been established for this procurement.



2. 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 this contract, which may result in the termination of this contract or such other remedy as KCATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in the paragraph (see 49 CFR 26.13(b)).
3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA.
4. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA.

**D. Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2002e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this Agreement, KCATA shall impose such sanctions as it, the U.S. Department

of Transportation, or the City of Kansas City, Missouri may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

## **DISPUTE RESOLUTION**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the General Manager, with a copy to the Director of Procurement. The determination of such appeal by the General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with Director of Procurement's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **EMPLOYEE PROTECTIONS.**

### **A. Contract Work Hours and Safety Standards Act.**

1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
3. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

## **GOVERNING LAW**

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

## **HEADINGS**

The headings included in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision,

and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

## **INDEPENDENT CONTRACTOR**

The parties hereto agree that the Contractor is an independent contractor under this Agreement. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Agreement in an orderly, timely, and efficient manner.

## **INSURANCE**

The insurance required in this Agreement shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation policies, shall name the KCATA, its commissioners, officers and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to the KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders Association Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish certificates of insurance prior to execution of the Agreement. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

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

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that may not be canceled or amended with respect to the KCATA by the insurance company without thirty (30) days prior notice by certified mail to the KCATA and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the KCATA's interest thereunder. If the Contractor or his insurance agent has any questions pertaining to the insurance requirements, contact the KCATA's Loss Prevention Manager, Darlene Arnett, at (816) 346-0241.

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

**A. Worker's Compensation and Employers Liability:**

Workers Compensation: Statutory

Employer's Liability Limit: Bodily Injury by Accident: \$500,000 each accident  
Bodily Injury by Disease: \$500,000 each employee  
Bodily Injury by Disease: \$500,000 policy limit

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

**B. Commercial General Liability:**

Bodily Injury and Property Damage: \$2,000,000 Each Occurrence,  
\$2,000,000 Annual Aggregate

Contractor shall procure and maintain at all times during the term of this Agreement commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Insurer(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance the KCATA may have. *See Insurance, Section 2, for the appropriate wording necessary on the Certificates of Insurance.*

**C. Auto Liability:**

Bodily Injury and Property Damage: \$2,000,000 Combined Single Limit

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

**D. Auto Garage Liability**

Garagekeepers Coverage: \$1,000,000 Minimum limit  
Garage Liability Coverage: \$5,000,000 Minimum limit

**LIABILITY AND INDEMNIFICATION**

- A. Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, directors and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. Indemnification.** To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Agreement, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be

limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Agreement, Contractor shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Agreement, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

## **LICENSES AND PERMITS**

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work in this Agreement.

The Contractor shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

## **NOTIFICATION AND COMMUNICATION**

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Tommie Hill – Transportation Supervisor.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Agreement may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA:                    Etta Jackson, Director of Procurement  
    Kansas City Area Transportation Authority  
    1350 East 17<sup>th</sup> Street  
    Kansas City, MO 64108

If to Contractor:            Name: \_\_\_\_\_  
    Company: \_\_\_\_\_  
    Address: \_\_\_\_\_  
    \_\_\_\_\_

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

**PROHIBITED INTERESTS**

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

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Agreement, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

**PROHIBITED WEAPONS AND MATERIALS**

Missouri Revised Statutes, section 571.107 (R.S. Mo. §571.107) allows government units



and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.

No weapon, including firearms concealed or not, other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.

Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

## **RECORD RETENTION AND ACCESS**

The Contractor agrees that, during the course of this Agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Agreement. In the event of litigation or settlement of claims arising from the performance of this Agreement, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Agreement.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## **REQUESTS FOR PAYMENT**

Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Purchase Order number. Separate invoices shall be submitted for each purchase order or work (task) order.

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section which shows current payment and cumulative. KCATA will perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of the agreement.

Payment will be made within the later of 1) 30- days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

## **RIGHT TO OFFSET**

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

## **SEVERABILITY**

If any clause or provision of this Agreement is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

## **SUBCONTRACTORS**

**A. Subcontractors.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Agreement, if any, are listed on an Appendix to this Agreement. Any substitutions or additions of subcontractors must have the prior written approval of KCATA. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Agreement, or draw down on any letter of credit provided in lieu of retainage under this Agreement. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor.

## **SUSPENSION OF WORK**

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

## **TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

By execution of this Agreement, the Contractor certifies the accuracy of the above TIN for IRS reporting purposes.

## **TERMINATION**

- A. Termination for Convenience.** The KCATA may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement. If the Contractor has any property in its possession belonging to the KCATA the Contractor will account t for same, and dispose of it in the manner the KCATA directs.
- B. Funding Contingency.** If this Agreement is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the Agreement in accordance with other provisions of this Contract.
- C. Termination for Default [Breach or Cause].** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Agreement is for services, and the Contractor fails to perform in the manner called for in the Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, KCATA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- D. Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the time period permitted, KCATA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
  
- F. Property of KCATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

**WARRANTY**

The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Agreement.

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

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

**ATTACHMENT B  
BID CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Invitation for Bid.

Write “yes” on the blank space if you have included those items for submittal of your bid.

\_\_\_\_\_ Contractor’s Relative Experience/Reference Form (Attachment C)

\_\_\_\_\_ Bid Response Form (Attachments D-1 and D-2)

\_\_\_\_\_ Vendor Registration Form (Attachment E)

\_\_\_\_\_ Certification of Debarment (Primary) (Attachment F)

**ATTACHMENT C.  
REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

2. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

3. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

4. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

5. Job Description \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Time to Complete Job \_\_\_\_\_  
Owner and Location \_\_\_\_\_  
Contact Name and Telephone No. \_\_\_\_\_

NOTE: It is important that this sheet be completed and submitted with your bid. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

**ATTACHMENT D-1  
BID RESPONSE FORM  
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Bid Number: 08-7004-23

Date of Issuance: March 10, 2008

For: Service on KCATA Cars and Light Trucks

KCATA Representative and Title: Tom Dennis – Buyer II

Telephone #: 816-346-0366 Fax #: 816-346-0345 Email: tdennis@kcata.org

\*\*\*\*\*

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Bids and any subsequent Addenda. The bidder shall immediately notify the KCATA in the event of any change.
2. The pricing submitted shall remain fixed for the duration of this procurement.
3. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
4. Vendor will maintain an inventory or have adequate supply channels to provide delivery within thirty (30) days maximum.

Company Name (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

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

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

\*\*\*\*\*

The KCATA hereby accepts the offer submitted by your company in response to the Invitation for Bids and for the items listed.

\_\_\_\_\_ This award consummates the contract, which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

\_\_\_\_\_ A Contract Agreement will be issued which consists of (a) the solicitation and your offer, and (b) the terms and conditions as set forth in the Invitation for Bid documents.

A Notice to Proceed, as well as a Purchase Order, will be forthcoming under separate cover.

Authorized Signature for KCATA \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT D-2  
 BID RESPONSE FORM  
 KANSAS CITY AREA TRANSPORTATION AUTHORITY  
 BID # 08-7004-23**

| ITEM | DESCRIPTION   |
|------|---|
| 1.   | <p>For the purpose of evaluating the bids received, the following formulas will be used. Invoices for payment will be based on actual services performed. No overtime will be billed.</p> <p><b><u>FOR REPAIRS:</u></b></p> <p>YEAR 1: 250 Est. Hours X \$_____ Hourly Labor Rate = \$_____ Estimated Total</p> <p>YEAR 2: 300 Est. Hours X \$_____ Hourly Labor Rate = \$_____ Estimated Total</p> <p>WARRANTY PERIOD FOR REPAIRS: _____</p> |
| 2.   | <p><b><u>FOR PARTS:</u></b></p> <p>YEAR 1: \$15,000 Est. Parts LESS _____% DISCOUNT = \$_____ Estimated Total</p> <p>YEAR 2: \$20,000 Est. Parts LESS _____% DISCOUNT = \$_____ Estimated Total</p> <p>WARRANTY PERIOD FOR PARTS: _____</p><br><p><b>COMBINED ESTIMATED TOTAL COST FOR TWO YEARS: \$_____</b></p>   |

**BUYER'S NAME: TOM DENNIS** **TELEPHONE NUMBER: (816) 346-0366**

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the bid document and the attached specifications (if any).

COMPANY NAME (Type or Print) \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS/CITY/STATE/ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME (Type or Print) \_\_\_\_\_ TELEPHONE (\_\_\_\_) \_\_\_\_\_

**NOTE: The Bid Response Form must be signed by an authorized agent or officer or bid may be considered non-responsive.**



**ATTACHMENT E.  
VENDOR REGISTRATION  
Kansas City Area Transportation Authority**

(FOR KCATA USE ONLY)  
BIDDER/VENDOR

# \_\_\_\_\_

Procurement Department  
1350 E. 17th Street  
Kansas City, MO 64108  
(816) 346-0224

**REVISION**

**INITIAL**

**PLEASE PRINT OR TYPE (READ INFORMATION, INSTRUCTIONS AND DEFINITIONS)**

Persons or concerns wishing to be placed on the Kansas City Area Transportation Authority's Registered Vendors List for supplies and services shall file a properly completed and certified Vendor Registration Form together with such other lists as may be attached to the application form, with the office of the Director of Procurement. Applicants shall confine their product list to those materials and services for which they are prime distributors to include an adequate supply of replacement parts and a prompt service capability in accordance with the needs of the Authority. The application shall be submitted and signed by the principal as distinguished from an agent, however constituted. Submittal of this Vendor Registration Form will place your firm on our Registered Vendors List, but does not guarantee a solicitation for bid.

After placement on the Registered Vendors List, a supplier's repeated failure to respond to Invitations for Bid will be understood by the Authority to indicate a lack of interest and the supplier's name will be removed from the list for the items concerned. If you wish to remain on the Registered Vendors List, but do not wish to offer a bid, return the bid with a notation "NO BID" or send a notice stating that you are unable to bid but wish to remain on the list. The list will be periodically purged. If you do not receive bid solicitations, inquire to confirm that your firm remains on our list.

1. Name of Firm \_\_\_\_\_  
 Business Location \_\_\_\_\_ Phone No. (\_\_\_\_\_) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax No. (\_\_\_\_\_) \_\_\_\_\_  
 Email Address \_\_\_\_\_ Website Address \_\_\_\_\_

2. Mailing Address (If Different) \_\_\_\_\_ Phone No.(\_\_\_\_\_) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax No. (\_\_\_\_\_) \_\_\_\_\_

3. Remit to Address (If Different) \_\_\_\_\_ Phone No.(\_\_\_\_\_) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax No. (\_\_\_\_\_) \_\_\_\_\_

4. Structure of Organization:    \_\_\_ INDIVIDUAL            \_\_\_ PARTNERSHIP \_\_\_ CORPORATION  
 If Incorporated, in which State \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

5. Year this Firm started doing business under "Name of Firm" shown on Question #1: \_\_\_\_\_

6. Annual Gross Receipts (For the last three years):  
 Current Year \$ \_\_\_\_\_ Last Year \$ \_\_\_\_\_ Previous Year \$ \_\_\_\_\_

7. Name and Title of Person(s) who is (are) authorized to sign bids in behalf of the Firm:  
 Name \_\_\_\_\_ Title \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_

8. Affiliated Businesses (Name and address): \_\_\_\_\_

**DEFINITION OF AFFILIATED BUSINESSES:** Business concerns are affiliates of each other when either directly or indirectly: 1) one concern controls or has the power to control the other; or 2) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated, and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual

relationship.

9. Standard Invoice Terms: DUE DAYS \_\_\_\_\_ DISCOUNT DAYS \_\_\_\_\_ PERCENT \_\_\_\_\_%

|  |       |            |              |               |            |                 |
|--|-------|------------|--------------|---------------|------------|-----------------|
| Describe the Primary Business Activity of This Firm:                           |       |            |              |               |            |                 |
| NAICS CODE(S): _____ SIC CODE(S): _____  |       |            |              |               |            |                 |
| Identify number of personnel employed by the firm in the following categories: |       |            |              |               |            |                 |
| Administrative   | Sales | Management | Construction | Manufacturing | Consulting | Other (Specify) |
|  |       |            |              |               |            |                 |

The following questions address equal employment opportunity provisions, and completion is required before your firm can be considered in compliance with KCATA guidelines.

Assistance from the KCATA’s DBE Office for compliance with Affirmative Action/DBE requirements is available. Please contact the DBE Manager at (816) 346-0224 or via email at dbradshaw@kcata.org.

|   |                              |                             |                                   |
|---|------------------------------|-----------------------------|-----------------------------------|
| 1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy to our office immediately.  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> ENCLOSED |
| 2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> ENCLOSED |
| 3. Does your firm have twelve (12) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range. | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> ENCLOSED |
| 4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> ENCLOSED |

**DEFINITION OF DISADVANTAGED BUSINESS ENTERPRISE:** For-profit small business concern which is: 1) at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation, at least 51 percent of the stock is owned by one or more such individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means individuals who are U.S. citizens, or lawfully admitted permanent residents, who are Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, women, or any additional group whose members are designated as socially and economically disadvantaged by the SBA, or who has been determined to be socially and economically disadvantaged on a case-by-case basis.

|   |                              |                             |                                   |
|---|------------------------------|-----------------------------|-----------------------------------|
| 5. Is your firm a Woman-Owned Business Enterprise (WBE) within the meaning of the following definition? | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> ENCLOSED |
|---|------------------------------|-----------------------------|-----------------------------------|

**DEFINITION OF WOMAN-OWNED BUSINESS ENTERPRISE:** A business, which is owned and controlled by a woman, regardless of race or ethnicity.

**REF: Federal Register 49 CFR, Part 26.**

**CERTIFICATION:** I certify that information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Person Signing (Please Type or Print)

Return completed questionnaire to Kansas City Area Transportation Authority,  
Procurement Department, 1350 East 17th Street, Kansas City, MO 64108.

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

The Primary Participant (applicant for a 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 as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency as defined at 49 CFR 29.940 and 29.945;
2. Have not within a three-year period preceding this proposal 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/proposal 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 or 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: \_\_\_\_\_

## Attachment G-1

### GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

#### DEFINITIONS:

##### RACIAL/ETHNIC

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

##### JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, bookkeepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

**Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.**

| JOB CATEGORIES         | NUMBER OF EMPLOYEES                           |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
|------------------------|---|-------------------------------------|-------------------------------------|---------------|--------------------------------|--|-------------------------------------|-------------------------------------|---------------|--------------------------------|--|
|                        | OVERALL TOTALS (SUM OF COLUMNS B THRU K)<br>A | MALE                                |                                     |               |                                |  | FEMALE                              |                                     |               |                                |  |
|                        |   | WHITE (NOT OF HISPANIC ORIGIN)<br>B | BLACK (NOT OF HISPANIC ORIGIN)<br>C | HISPANIC<br>D | ASIAN OR PACIFIC ISLANDER<br>E | AMERICAN INDIAN OR ALASKAN NATIVE<br>F | WHITE (NOT OF HISPANIC ORIGIN)<br>G | BLACK (NOT OF HISPANIC ORIGIN)<br>H | HISPANIC<br>I | ASIAN OR PACIFIC ISLANDER<br>J | AMERICAN INDIAN OR ALASKAN NATIVE<br>K |
| OFFICIALS AND MANAGERS |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| PROFESSIONALS          |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| TECHNICIANS            |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| SALES WORKERS          |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| OFFICE AND CLERICAL    |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| CRAFT WORKERS          |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| SEMI-SKILLED           |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| LABORERS (UNSKILLED)   |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| SERVICE WORKERS        |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |
| <b>TOTALS</b>          |   |                                     |                                     |               |                                |  |                                     |                                     |               |                                |  |

**TYPE OF BUSINESS:** Manufacturing\_\_\_, Wholesale\_\_\_, Construction\_\_\_, Regular Dealer\_\_\_, Selling Agent\_\_\_, Service Establishment\_\_\_, Other:

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address/City/State/Zip Code

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Telephone Number/Fax Number

**ATTACHMENT H.  
VENDOR LIST**

**BID # 08-7004-23  
FOR REPAIR OF KCATA'S LIGHTCARS AND TRUCKS**

Major Cadillac  
3200 Main  
Kansas City, MO 64111  
Attn: John Major  
email: [john@majorcadillac.com](mailto:john@majorcadillac.com)

Galen Boyer Motors, Inc.  
3107 S. Noland Rd.  
Independence, MO 64055  
Attn: Niel Gingles  
Email: [ngingles@galenboyer.com](mailto:ngingles@galenboyer.com)

Broome Oldsmobile-Cadillac  
11911 E. 40 Highway  
Independence, MO. 64055  
Attn: Jerome Freers  
Email: [jfreers@broomecars.com](mailto:jfreers@broomecars.com)  
[bfranz@broomecars.com](mailto:bfranz@broomecars.com)

Northtown Auto Clinic  
2235 Taney  
No. Kansas City, MO. 64116  
Attn: Bret Crawford  
Email: [jay.richmond@northtownautoclinic.com](mailto:jay.richmond@northtownautoclinic.com)

Jack Miller Jeep-Eagle  
2900 Burlington  
N. Kansas City, MO 64116  
Attn: Roger Gachett  
Email: [rogter@aol.com](mailto:rogter@aol.com)

Shawnee Mission Ford  
11501 Shawnee Mission Pkwy.  
Shawnee, KS 66203  
Attn: Jennifer Hutton  
Email: [Jennifer.hutton@shawneemissionford.com](mailto:Jennifer.hutton@shawneemissionford.com)

Blue Springs Ford  
3200 NW South Outer Rd.  
Blue Springs, MO 64013  
Attn: Mark Scott  
email: [jlukenbill@bluespringsford.com](mailto:jlukenbill@bluespringsford.com)

Able Auto Service  
837 Osage  
Kansas City, KS. 66105  
Attn: jcoble@everest.net

Dick Smith Ford  
9505 E. 350 Highway  
Raytown, MO 64133  
Attn: Kirk Goben  
email: [mgatschet@dicksmithford.com](mailto:mgatschet@dicksmithford.com)

Van Chevrolet-Cadillac  
100 NW Vivion Rd.  
Kansas City, MO. 64118  
Attn: Rick Manning  
email: [jsoldner@vtaig.com](mailto:jsoldner@vtaig.com)

Olathe Ford  
1845 E. Santa Fe  
Olathe, Kansas 66062  
Attn: Martin Munson  
email: [mmunson@olatheford.com](mailto:mmunson@olatheford.com)