
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

INVITATION FOR BID

BID #09-5010-32

OFFICE FURNITURE

Date: January 20, 2009

Contact: Angela Wise
Buyer II

Telephone Number: (816) 346-0283

FAX Number: (816) 346-0345

E-Mail: awise@kcata.org

January 20, 2009

Bid # 09-5010-32

NOTICE OF INVITATION FOR BIDS (IFB)

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting bids from qualified firms to provide one time purchase of office furniture, to include delivery, setup and trash removal.

Bids must be submitted on the enclosed Bid Response Form, before 11:00 am on January 29, 2009. Bids will be opened on January 29, 2009 at 11:10 am at 1350 E 17th Street in the large conference room of Building 1.. Please reference IFB # 09-5010-32 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 responsive. Bids submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this IFB:

Kansas City Area Transportation Authority
Attn: Angela Wise
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a bid shall constitute a firm offer to the KCATA for sixty (60) days from the date of IFB closing. This IFB 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.

For information regarding this bid, contact Angela Wise at (816) 346-0283.

Etta J. Jackson
Director of Procurement

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**SECTION I.
BIDDING SCHEDULE**

Bid Issue	January 20, 2009
Bid Closing	January 29, 2009 11:00 AM
Bid Opening	January 29, 2009 11:10 AM Lg conference Room 1350 E 17 th Street
Bid Award	February 2009

SECTION II.
GENERAL PROVISIONS/TECHNICAL SPECIFICATIONS

Training Tables

Provided by dealer; Vecta "Akira" Training Table or equal.
Furniture shown for style and quality reference.

QTY

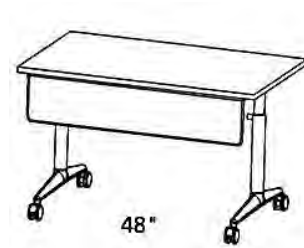
A

Specification:

30" x 60" flip-top, height adjustable
Rectangular table in wood laminate, maple
Has a release handle, flipping L-base in
polished aluminum, with nesting capabilities.

5

Use flex gangers for easy reconfiguration.
Wood Laminate Edge, maple.
Include 60" modesty panel, wood laminate
finish and locking casters. **No electrical
components.**



..

B

Specification:

30" x 60" flip-top, height adjustable

5

Rectangular table in wood laminate, maple
Has a release handle, flipping L-base in
polished aluminum, with nesting

capabilities.

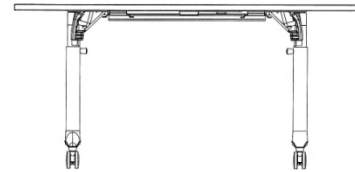
Use flex gangers for easy reconfiguration.

Wood Laminate Edge, maple.
Include 60" modesty panel, wood

laminate

Finish and locking casters.

**Electrical to be included with horizontal
Wire manager with center grommets and
Miniport.**



C

Specification:

24" x 60" flip-top, height adjustable

22

Rectangular table in wood laminate, maple

Has a release handle, flipping L-base in
polished aluminum, with nesting capabilities.
Use flex gangers for easy reconfiguration.
Wood Laminate Edge. Lockable casters
No modesty panel , no electrical.



D **Specification:** 24" x 48" flip-top, standard height **QTY** 1

Rectangular table in wood laminate, maple
Has a release handle, flipping L-base in
polished aluminum, with nesting capabilities.

Wood Laminate Edge. **No modesty panel or
electrical.**

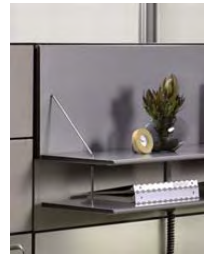


Systems Furniture

Provided by dealer; Steelcase "Answer" systems or equal.
Furniture shown for style and quality reference.

E **Specification:** **QTY** 5

- o 66" x 66" L-shaped workstation.
- o Full frame 42"H monolithic acoustical, tackable panels.
Power where needed.
Grade A fabric.
- o 24" x 66" worksurface, high-pressure laminate attached to wall with cut-outs. 3mm laminate edgebands.
- o 24 x 66" worksurface, high-pressure textured laminate.
Price group 2.
- o Universal L-Shelf 42"W x 14 1/4" D x 15"H
- o Attached Box/Box/File, painted front, paint group 2
24" D, locking



F **Specification:** **QTY** 2

Mobile Box/Box/File, painted front,

paint group 2,
locking, 24"D

G

Specification:

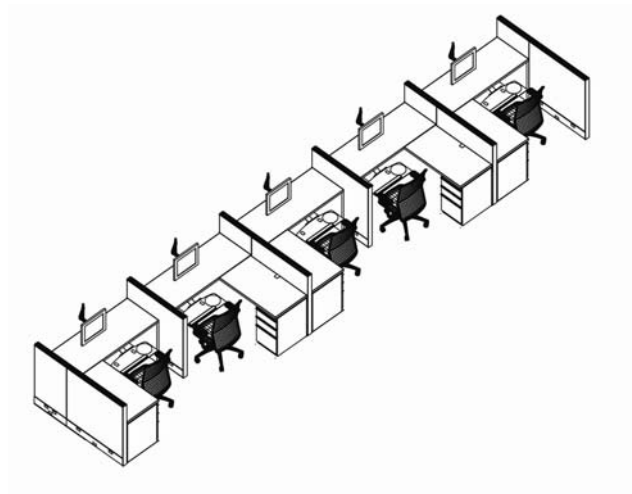
- o Wall mounted rectangular worksurface

18" D x 48" W

High-pressure laminate top with 3mm
Laminate edgeband.

QTY

4



Filing Systems

Provided by dealer; Steelcase "900 Series" systems or equal.
Furniture shown for style and quality reference

H

Specification:

- o 30" W x 18" D 4 high lateral file, painted steel

linear pull
Locking, chrome

5



09-5009-3

4

January 20, 2009

- | | | |
|---|--|---------------------|
| I | <ul style="list-style-type: none"> o 30"W x 18" D 4 high lateral file, painted steel
Or laminagelinear pull
Locking, chrome o Overfile Cabinet 15 13/16" H x 18" D
Painted Steel or laminate | <p>QTY</p> <p>4</p> |
|---|--|---------------------|



Freestanding Casegoods

Provided by dealer; Turnstone "Currency" freestanding or equal.
Furniture shown for style and quality reference.

- | | | |
|---|-----------------------|---|
| J | Specification: | 3 |
|---|-----------------------|---|

- o L-shaped configuration to include the following:
- o 30" x 66" rectangular high-pressure wood laminate top; maple with
- o (2) 6"-diameter square legs, adjustable leveling glides. Paint group
- 2
- o full height wood laminate modesty panel.
- o All edges to be 3mm, maple laminate.



09-5009-32

January 20, 2009

- - 18 3/4" D x 60" W return with high-pressure laminate top; maple.
 - Wall mounted OH storage 16" x 60" flipper door steel casing, wood veneer front, maple, locking
 - Wall-mounted, universal tackboard attached underneath OH storage. Grade A
 - Include under cabinet task light, adaptable 30" W with 6FT cord, and prismatic Lens.
 - Attached Box/Box/ File with painted front, paint group 2, locking Wardrobe with coat storage and two drawers
36"W 18" D x 63"H
laminate or painted steel, linear pull
Locking, chrome
All Linear pulls to be platinum
Surface 1: Standard TBD
Lock Plug & ring colors
Chrome (bright nickel plate)
- | | | | |
|---|--|-----|--|
| K | | QTY | |
| | | 4 | |

Freestanding Casegoods

Provided by dealer; Turnstone "Currency" freestanding or equal. Furniture shown for style and quality reference.

Specification:

- | | | | |
|---|--|---|--|
| L | 36" radius round table Product #: TS4TRND36
Wood high-pressure laminate, maple | 1 | |
| M | Four standing height post legs, aluminum.
273/8"H Product #: TSATP27 | 4 | |
| N | Freestanding 30" x 66" desk, high-pressure wood Laminate, Maple. Four legs with attached B/B/F on right side. Lockable, wood laminate B/B/F with full height modesty panel.
Product #: TS5HLDL3066 | 1 | |

Provided by dealer; Steelcase "Classic Payback" Table

Image shown for style and quality reference.

O Specification:

23 5/8" x 53 1/8" **Product #: TS5ART2454**
Laminate top and 3mm edge/laminate (maple)

5

P Adustable height post legs, aluminum. 27 3/8" – 44"
Product #: TS4LSHPG4 (package of 4)

5



SECTION III. INFORMATION

A. BID 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 Response Form.

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

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 Angela Wise, Buyer II.

4. **Approved Equals.**

a. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better will be accepted only when previously approved by the KCATA.

b. All requests for approved equals shall be received in writing. Changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA; however, requests for changes shall be written and documented.

- c. When an approved equal is requested, the bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the bidder's product is or is not equal to specifications.

5. **Protests.**

- a. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
- b. **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 KCATA Director of Procurement, no later than five (5) days before the bid closing date.
- c. **Post-Submittal/Pre-Award.**
A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the proposal closing date.
- d. **Post-Award.**
Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date the contract is awarded.
- e. The KCATA 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 KCATA Director of Procurement, the protester may appeal in writing to the KCATA General Manager. This request for a hearing should be in writing within five (5) days from the date of the KCATA Director of Procurement’s response.
- f. The KCATA 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 KCATA General Manager’s response will be provided within ten (10) days after receipt of the request. The KCATA General Manager’s decision is final and no further action on the protest shall be taken by the KCATA.

- g. By written notice to all parties, the KCATA 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.
- h. Bidders shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220 1F, dated November 1, 2008). 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.
- i. An appeal to FTA must be received by FTA's regional office within five (5) days after 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, Missouri, 64106.

6. Bid Pricing.

- a. Bids shall be firm and final.
- b. Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or

called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.

- f. Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g. Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.
- h. The KCATA is exempt from payment of federal, state and local sales taxes, and such taxes shall not be included in the bid price. Nevertheless, the bidder is not exempt from these taxes when purchasing materials directly from its supplier.

7. **Exceptions, Omissions and Sample Contract**

- a. Exceptions. The bid should clearly identify any exceptions to the requirements set forth in this IFB.
- b. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The proposer should clearly identify any omissions to the requirements set forth in the IFB.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the IFB, the proposer must carefully read and review the attached sample contract (Attachment A). The successful proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the bidder must submit any proposed changes to the sample contract with the bid. Any changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The bidder must also provide the rationale for all changes. If no changes are made, the bidder will be deemed to have accepted the sample contract. If the bidder makes changes, such changes will be considered in any

negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked bidder.

8. Authorization to Bid.

- a. Sealed bids shall be signed by an authorized official and submitted to the Director of Procurement, Attn: Angela Wise, Buyer II 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, limited liability company or other legal entity makes the bid, an authorized officer shall sign it in the corporate name. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and one member shall sign the bid authorized thereof.

9. 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.

10. Incomplete Bid.

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

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

2. Bid Acceptance.

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

3. Single Bid.

In the event a single bid is received, KCATA may cancel the solicitation; change the requirements to allow for more bids; re-solicit bids, or evaluate the bid based on the established criteria.

4. Unbalanced Bid.

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

5. Bid Award.

- a. 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.

6. 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 except those pertaining to conflicts of law.

7. Bidder's Responsibilities.

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

8. Reservations.

This IFB does not commit KCATA to award a contract, to pay any cost incurred in preparation of a bid, or to procure a contract for services. The KCATA reserves the right to waive informalities or irregularities in bids, and to reject any or all bids; to cancel this IFB in part or in its entirety, and to re-advertise for bid if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this IFB.

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 Contracting/Supplier Diversity Coordinator, Denise Bradshaw, at (816) 346-0224 or via e-mail at 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. Insurance.

- a. The insurance required under the purchase order or contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below.
- b. All policies, except Professional Liability and Workers Compensation policies, shall name the KCATA, its commissioners, officers and employees as additional insureds.
- c. The policies shall provide coverage applicable to the operations of KCATA. Explosion, collapse and underground coverage shall not be excluded.
- d. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for workers compensation exposures insured through the Builders Association Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.
- e. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - (1) Contractual liability coverage is applicable; and
 - (2) The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to**

any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.

- f. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- g. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- h. If the contractor or its 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 under the KCATA purchase order or the contract.

4. Worker's Compensation and Employers Liability:

Workers Compensation, State: 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 under the KCATA purchase order or the contract.

5. Commercial General Liability:

Bodily Injury and Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

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

6. Auto Liability.

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

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

7. Liability and Indemnification.

a. Bidder's Liability.

Bidder shall be liable for all damages to persons (including employees of bidder) or property of any type that may occur as a result of any act or omission by bidder, 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 products, equipment or materials provided or services rendered under the KCATA purchase order or the contract.

b. Subrogation.

Bidder, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, officers and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of the KCATA purchase order or the contract.

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 attorneys' fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of bidder, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under the KCATA purchase order or the contract, 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.

- (1) In claims against any person or entity indemnified under this Subsection 10c, by an employee of bidder, 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 bidder, subcontractor, or sub-subcontractor under worker compensation acts, disability benefit acts or other employee benefit acts.
- (2) If any action at law or suit in equity is instituted by any third party against bidder arising out of or resulting from the acts of bidder in performing work under the KCATA purchase order or the contract, bidder shall promptly notify KCATA of such suit.
- (3) If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of bidder, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under the KCATA purchase order or the contract, and if bidder 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 bidder to participate in the defense of any such action or suit through counsel chosen by the bidder, provided that the fees and expenses of such counsel shall be borne by bidder. If KCATA permits bidder to undertake, conduct and control the conduct and settlement of such action or suit, bidder 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. Bidder 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.

8. 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, sexual orientation 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. 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, sexual orientation 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 the KCATA purchase order or the contract, 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 the KCATA purchase order or the contract until the Contractor complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

d. **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 (EEOC), "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.

9. 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 the KCATA purchase order or the contract, 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 the KCATA purchase order or the contract or the proceeds thereof, to any share or part of the KCATA purchase order or the contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

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

10. Disadvantaged Business Enterprise (DBE).

- a. The KCATA purchase order or the 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 18 percent. A separate contract goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of the KCATA purchase order or the contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the KCATA purchase order or the 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 C.F.R. 26.13(b)).
- c. 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. In addition,
- d. 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. REQUIRED DOCUMENTATION

The Bid Checklist Form (Attachment B) indicates 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 KCATA Procurement Department at (816) 346-0254.

3. **Certification of Debarment.**

All bidders, and their subcontractors if applicable, shall complete the Certification of Primary Participant Regarding Debarment Suspension and Other Responsibility Matters Form (Attachment F) certifying that they are not debarred, etc. from bidding on federal procurements. Reference Part C of this Section.

4. **Affirmative Action Compliance.**

a. 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).

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

(1) A copy of your firm's current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report; Form AA1, Part 2 (Attachment I-2). See Attachment I-1, Guidelines for Workforce Analysis Form (Form AA1, Part 1, Form EE0-1 may be substituted).

(2) Subject to approval by the KCATA, current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.

(3) A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.

c. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

5. **Warranty.**

The bidder shall describe its policy or warranty both on workmanship and material as applying to products supplied or services performed, along with the method of adjustment, and shall be further subject to warranty requirements of the KCATA as set forth in the KCATA purchase order or 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.

6. **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.

10. **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 #09-5010-32
FOR OFFICE FURNITURE**

THIS AGREEMENT (agreement), made and entered into as of the ____ day of February 2009, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor**), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and 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 proposal submitted by the Contractor dated _____.

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation For Bid (IFB) solicited by the KCATA, dated January 20, 2009 entitled Office Chairs (sometimes referred to as the “project”, the “Project” or the “work”). The Contractor hereby agrees to provide Office Chairs 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 thirty days beginning _____ and expiring on _____. The scope of contract to be performed shall commence upon receipt of a notice to proceed from the KCATA to the Contractor and subject to authorized adjustments as provided in the Contract Documents described below.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance/delivery of the Scope of Work - Specifications (Appendix B to this Agreement), subject to (a) the terms and conditions of the Contract Documents and (b) any KCATA authorized additions or deductions by “Change Orders” as provided in the Contract Documents. Not to exceed the sum of _____ Dollars (\$_____) (the “Contract Sum”). A breakdown of the Contract Sum is provided in the cost proposal of the Contracts, a copy of which is attached hereto as Appendix C and hereby incorporated herein by reference (Cost Proposal).

5. MISCELLANEOUS PROVISIONS.

The following Appendix provisions, attached and incorporated herein by this reference, including this Agreement and modifications issued hereafter, constitute the entire "Contract Documents" between the KCATA and the Contractor with respect to the procurement in question.

- Appendix A. Contract Conditions
- Appendix B. Scope of Work - Specifications
- Appendix C. Cost Proposal Submitted by Contractor dated _____.

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

(Contractor)

**KANSAS CITY AREA TRANSPORTA-
TION AUTHORITY**

By _____

By _____

Name: _____

Etta J. Jackson
Director of Procurement

Title: _____

**APPENDIX A
CONTRACT CONDITIONS**

1. ACCEPTANCE OF MATERIALS, ETC. – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Agreement. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the conditions, contract requirements and specifications; provided, however, that KCATA is under no duty to make such inspection, and no inspection so made shall relieve the Contractor from any obligation to furnish products, equipment or materials and workmanship in accordance with the instructions, contract requirements and specifications.

2. 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.

3. 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, permitted assigns and legal representatives.

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.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" Section of this Agreement. This notification shall be furnished within five (5) days after 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.

5. BREACH OF CONTRACT; REMEDIES

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 including the KCATA's reasonable attorney fees, whether or not suite be commenced.

The duties and obligations imposed by this 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 or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this 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.

If KCATA fails to perform its obligations or covenants under this Agreement, then the Contractor shall have such rights and remedies as provided by law and equity generally for such a default. Provided, however, notwithstanding other provisions of this Agreement, the KCATA shall not be considered in default hereunder unless and until the Contractor has given the KCATA written notice of the KCATA's failure to perform obligations or covenants hereunder, and the KCATA has failed for fifteen (15) business days after receipt of such notice to cure such failure.

6. 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 in the Contract Sum shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

7. 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 Agreement 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 18 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 Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. 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 Agreement, which may result in the termination of this Agreement or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
3. The Contractor is required to pay its subcontractors performing work related to this Agreement 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 Agreement 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 (EEOC), "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.

8. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail that goes to make any products, equipment or materials complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all products, equipment, materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In the case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify KCATA in writing of the replacement and provide name, address, telephone number, and the type of service.

9. DELIVERY

- A.** Materials, products and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance.

- B. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery.
- C. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of products, equipment or materials under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

10. 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 KCATA 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 KCATA General Manager, with a copy to the KCATA Director of Procurement. The determination of such appeal by the KCATA 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 the KCATA Director of Procurement's decision.

The duties and obligations imposed by this 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 or equity.

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 this 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.

11. EMPLOYEE PROTECTIONS

Contract Work Hours and Safety Standards Act.

1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work under this Agreement 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 U.S. 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.

12. FEDERAL REQUIREMENTS

- A. **Changes.** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

- B. Debarment and Suspension Certification.** The Contractor 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”. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- C. Disclaimer of Federal Government Obligation or Liability.** The federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.
- D. Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this Agreement include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference into this Agreement. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.
- E. National Intelligent Transportation Systems Architecture and Standards.** The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” *66 Fed. Reg. 1455 et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing

- 13. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Agreement. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Agreement, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the federal government deems appropriate.

14. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Agreement shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri, except those pertaining to conflicts of laws. **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.**

15. 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.

16. 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.

17. INSTALLATION

If specified, the Contractor shall install and place in operation, subject to approval of KCATA, the equipment, at the Contractor's expense, within thirty (30) days from issuance of a notice to install issued by KCATA. If required, the Contractor shall assemble the equipment as part of the installation.

18. INSURANCE

The insurance required under the purchase order or contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include 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. The policies shall provide coverage applicable to the operations of KCATA. 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 to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. 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 insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.**

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

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

If the contractor or its 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 under the KCATA purchase order or the contract.

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: \$1,000,000 Each Occurrence,
\$2,000,000 Annual Aggregate

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

C. Auto Liability:

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

The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA'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.

19. LIABILITY AND INDEMNIFICATION

- A. Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any products, equipment or materials 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, officers 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 attorneys' fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this 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 of 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, or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services, under this 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.

20. 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 providing of products, equipment or materials, or the performance of the work or services, under this Agreement.

The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

21. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Angela Wise, Buyer II.
- B. Issues regarding the Contract Documents, 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 J. Jackson, Director of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: Name: _____
Company: _____
Address: _____

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

22. PROHIBITED INTERESTS

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 therefrom. 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 therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

23. 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 in its sole discretion. 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 in its sole discretion.

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.

24. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Agreement and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to the KCATA 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.

25. 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 products, equipment, materials, work 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 may 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 this 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 products, equipment, materials or supplies delivered or work 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.

26. RIGHT TO OFFSET; PAYMENTS UNDER PROTEST

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.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party, under the provisions of this Agreement, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute permitted actions for the recovery of such protested sum, and if it shall be finally determined that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Agreement, together with interest thereon at 8% per annum if paid to the other party. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of said party to institute permitted actions for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Agreement, together with interest thereon at 8% per annum.

27. 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.

28. 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 in its sole discretion. 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.

B. Adequate Provision(s) in Subcontract(s). Any subcontracts related to this Agreement must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. The following provisions if included in this Agreement:
Acceptance of Material – No Release
Agreement in Entirety
Bankruptcy
Breach of Contract
Changes
Civil Rights
Contractor's Personnel

Contractor's Responsibility
Delivery
Dispute Resolution
Employee Protections
Federal Requirements
Fraud and False or Fraudulent Statements or Related Acts
Further Actions
Governing Law
Headings
Installation
Insurance
Liability and Indemnification
Licenses and Permits
Notification and Communication
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Unavoidable Delays

The Contractor will take such action with respect to any subcontractor or procurements as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

29. 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.

30. 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.

31. 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 Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Agreement. If the Contractor has any property in its possession or under its control belonging to the KCATA, the Contractor will account 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 this Agreement in accordance with other provisions of this Agreement.
- C. **Termination for Default [Breach or Cause].** If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Agreement is for work or services, and the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this 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 products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Agreement.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question 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 the project, 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 this Agreement for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Agreement for any reason, the Contractor shall (1) immediately discontinue all work or 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.

32. UNAVOIDABLE DELAYS

If applicable to the project, if delivery of buses under this Agreement should be unavoidably delayed, the KCATA Director of Procurement may extend the time for completion of this Agreement for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

- A. Notification of Delays.** The Contractor shall notify the KCATA Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that will delay deliveries of buses. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- B. Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the KCATA Director of Procurement to make a decision on any request for extension. The KCATA Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension

and the duration of such extension. The KCATA Director of Procurement shall notify the Contractor of its decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

33. GENERAL PROVISIONS

- A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Binding Effect.** This Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. **Counterparts.** This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- E. **Headings.** The headings or captions used in connection with the Sections and Subsections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.
- F. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Agreement are subject to updating, amendment or replacement. Therefore, all such references in this Agreement are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Agreement and the same are hereby incorporated into this Agreement by this reference.

- G. When Effective.** Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Agreement.

- H. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.

- I. Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

- J. Survival.** In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

- K. Authority of Signatories.** Any person executing this Agreement in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

**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 (IFB).

Write "yes" on the blank space if you have included those items for submittal of your proposal.

- _____ Bid Response Form (Attachment D)
- _____ Contractor's Relative Experience/Reference Form (Attachment C)
- _____ Vendor Registration Form (Attachment E)
- _____ Certification of Debarment (Primary and Lower-Tier) Form (Attachment F)
- _____ Work Force Analysis Report Form (Attachment G-2; Unless Already on File with KCATA)
- _____ Vendor List (Attachment H; If Applicable)
- _____ Receipt of Addenda Form (if issued)

**ATTACHMENT C
REFERENCES FORM**

Work accomplished by Contractor 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 proposal. Failure to provide the above information in complete detail may result in your proposal being considered non-responsive.

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

Proposal Number: #09-5010-32 Date of Issuance: January 20, 2009

For: OFFICE FURNITURE

KCATA Representative and Title: Angela Wise, Buyer II

Telephone #: (816) 346-0283 Fax # (816) 346-0345 Email: awise@kcata.org

The undersigned, acting as an authorized agent or officer for the Proposer, 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 Proposals and any subsequent Addenda. The proposer 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.

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 Request for Proposals/Bid and for the items listed.

_____ This award consummates the contract, which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) this contract award. No further contractual document is necessary.

_____ A Contract Agreement will be issued which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) the KCATA required terms and conditions as set forth in the Request for Proposal/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 # 09-5010-32
 OFFICE FURNITURE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Pricing is to include all freight, delivery, setup and trash removal.			
A	30" x 60" Flip Top Training Table	5		
B	30" x 60" Flip Top Electric Training Table	5		
C	24" x 60" Flip Top Training Table	22		
D	24" x 48" Flip Top Training Table	1		
E	66" x 66" L Shaped Workstation System	5		
F	Mobile/Box/File	2		
G	Wall Mounted Rectangular Work Ssurface	4		
H	30" w x 18" d 4 High Lateral File	5		
	On a separate paper provide lead time, manufacturer, model and supply any brochures or warranty paperwork.			

BUYER'S NAME Angela Wise TELEPHONE NUMBER (816) 346-0283

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the KCATA request for proposal/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 Proposal/Bid Response Form must be signed by an authorized agent or officer or proposal/bid may be considered non-responsive.

ATTACHMENT D-3
 BID RESPONSE FORM
 KANSAS CITY AREA TRANSPORTATION AUTHORITY
 BID #09-5010-32
 OFFICE FURNITURE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
I	30" w x 18" d 4 High Lateral File	4		
J	L-Shaped Configuration	3		
K	Attached Box/Box/File w Wardrobe	4		
L	36" Radius Round Table	1		
M	Four Standing Height Post Legs for L	4		
N	Freestanding 30" x 60" desk	1		
O	23 5/8" x 53 1/8" Table	5		
P	Adjustable Height Post Legs for O (4)	5		
	TOTAL			
	On a separate paper provide lead time, manufacturer, model and supply any brochures or warranty paperwork.			

BUYER'S NAME Angela Wise TELEPHONE NUMBER (816) 346-0283

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the KCATA request for proposal/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 Proposal/Bid Response Form must be signed by an authorized agent or officer or proposal/bid may be considered non-responsive.

ATTACHMENT E VENDOR REGISTRATION FORM KANSAS CITY AREA TRANSPORTATION AUTHORITY

(FOR KCATA USE ONLY)
PROPOSER/VENDOR

Procurement Department
1350 E. 17th Street
Kansas City, MO 64108
(816) 346-0254

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 proposal.

After placement on the Registered Vendors List, a supplier's repeated failure to respond to Invitations for Proposal 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 proposal, return the proposal with a notation "NO PROPOSAL" or send a notice stating that you are unable to proposal but wish to remain on the list. The list will be periodically purged. If you do not receive proposal 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 proposals 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 Contracting/Supplier Diversity Coordinator 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 (25) 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.

REF: Federal Register 49 C.F.R., 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 proposing 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 FORM

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 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 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 C.F.R. 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 (Form AA1, Part 1)

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.

(Attachment G-2) WORK FORCE ANALYSIS REPORT FORM (Form AA1, Part 2)

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) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
OFFICIALS AND MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE AND CLERICAL											
CRAFT WORKERS											
SEMI-SKILLED											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTALS											

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 #09-5010-32
FOR OFFICE FURNITURE**