

Department of Procurement & Contract Compliance



BID #B27207
Cameras for Transit Buses



Unified Government Of Wyandotte County/Kansas City, Kansas
MINIMUM SPECIFICATIONS AND REQUIREMENTS
BID #B27207
Cameras for Transit Buses

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the Bidder selected must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the Bid Number.

The Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") will make reasonable accommodations for qualified individuals with a disability on an as needed basis, provided the Bidder selected provides adequate notice. The Unified Government encourages solicitations from qualified minority and women owned businesses, firms, and individuals. This encouragement does not imply preference—the Unified Government will evaluate all solicitations equally.

1.0 General Conditions and Requirements:

- 1.1 All bids shall be submitted in TRIPLICATE and signed by authorized personnel. The proposal, bid, and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government reserves the right to waive minor deviations from the Minimum Specifications and Requirements.
- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3 Each bid shall be submitted in a sealed envelope addressed as follows: **Office of the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. *The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the Bidder, and delivered to the Office of the Unified Government Clerk no later than 8:45 a.m. Wednesday, March 29, 2017.*** If this information does not appear, the Unified Government will reject the bid. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.
- 1.4 The Unified Government reserves the right to award a contract in whole or in part to the lowest responsive and responsible Bidder(s) as determined by the Minimum Specifications and Requirements contained herein and as provided in R3-404.02 of the Unified Government's Procurement Regulations.
- 1.5 The Unified Government reserves the right to reject any or all bids, in whole or in part, as provided in Sections R3-201.04 and R3-201.05 of the Unified Government's Procurement Regulations. All Bidders must agree that such rejection shall create no liability on the part of the Unified Government, and the filing of any bid in response to this Invitation for Bid shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these Minimum Specifications and Requirements to describe the minimum requirements for the above-referenced item(s). **Please note that all Bidders are required to document any deviations from these Minimum Specifications and Requirements.**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the Bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the Bidder shall be rejected as non-responsive unless the Unified Government identifies conditions in the Minimum Specifications and Requirements.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses, or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each Bidder, before submitting a bid, to examine the bidding documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance, ATTN: Kelly P. Regan, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to kregan@wycokck.org. All Questions must be received no later than 5:00 P.M. on Tuesday, March 21, 2017.
- 1.11 The successful Bidder must provide proof of workers' compensation insurance prior to contract approval. The coverage must be satisfactory to the Unified Government Division of Risk Management. A Bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

2.0 Occupational Taxes and Contract Award:

- 2.1 **Prior to contract award, the successful Bidder(s) must ensure that all occupational taxes are paid. For more information, contact the Unified Government License Division at (913) 573-8780.**
An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of nonresponsibility. No other factors or criteria shall be used in the evaluation.
- 2.2 Failure to pay all occupational taxes may be regarded as a material breach of contract.

3.0 Approved Equivalents:

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein is for the purpose of describing the standards of quality, performance, and desired characteristics of the item(s), and is not intended to limit or restrict competition.

4.0 Cooperative Purchasing:

- 4.1 The Bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit Corporation performing governmental functions that participates as a joint Bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 4.2 Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.
- 4.3 All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments, and other procurement administration will be the responsibility of the ordering jurisdiction.
- 4.4 Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
- 4.5 The Principal Procurement Officer responsible for handling the solicitation and awarding the contract is Kelly P. Regan, Unified Government Department of Procurement & Contract Compliance.

5.0 Required Standard Contractual Terms and Conditions:

The successful Bidder must agree to the following Required Standard Contractual Terms and Provisions, which are hereby made a part of the Agreement entered into between the Unified Government and the successful Bidder (hereinafter also referred to as "Contractor"), unless specifically modified in writing:

Controlling Provisions:

The terms of these Required Standard Contractual Terms and Provisions prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement.

Governing Law:

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Authority to Contract:

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the Agreement, that its undersigned representative is duly authorized to execute the Agreement on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Modification of Agreement:

The Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the Agreement.

Assignment:

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Agreement without the written consent of the other party.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Cash Basis Law:

The Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Payment of Taxes:

The Unified Government shall not be responsible for nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Licenses and Permits:

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

Independent Contractor Relation:

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

Discrimination in Delivery of Services Prohibited:

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Equal Opportunity and Affirmative Action:

The Unified Government shall send written Notice of Award to the successful Bidder. The successful Bidder shall, within ten (10) days from the date of receipt of the Notice of Award, come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Unified Government Code of Ordinances. For more information, contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, call (913) 573-5098, or email escovil@wycokck.org.

During the performance of the Agreement, the Contractor agrees as follows:

- a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and the Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- g. The Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of the Agreement.

Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Waiver of Breach:

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

Severability:

If a court of competent jurisdiction declares any part of the Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

Entire Agreement:

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

Disclaimer of Liability:

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Termination for Default:

- a. If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.
- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
 - (1) If the Contractor is adjudged bankrupt or insolvent;
 - (2) If the Contractor makes a general assignment for the benefit of his creditors;
 - (3) If a trustee or receiver is appointed for the Contractor;

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- (4) If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- (5) If the Contractor repeatedly fails to supply services required under the Agreement;
- (6) If the Contractor disregards the authority of the Procurement Officer;
- (7) Acts other than those specified may constitute substantial breach of the Agreement.

Termination for Convenience:

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Agreement terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:
 - (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
 - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.
- d. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Interest Payable on Claims:

Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

Ownership of Materials:

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to the Agreement, shall be in the Unified Government.

Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "Records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals and the term of the Agreement any of the Records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

No Limit of Liability:

Nothing in the Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Tax Clearance for City and Local Governments:

The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (60) days from the date of submission

Payment Options:

A Virtual Payment Option is now available. If you would like to learn more about this Payment Option, Contact Accounts Payable, 913-573-5256

Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

FTA CONTRACT TERMS AND CONDITIONS

ARTICLE 3: ASSIGNMENT

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

ARTICLE 7: CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (Master Agreement 22 dated October 1, 2015), as they may be amended or promulgated from time to time during the term of this Contract.

Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

ARTICLE 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, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - 1. **Race, Color, Creed, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

3. **Disabilities.** 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. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Unified Government of Wyandotte County/Kansas City, Kansas deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 12: DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor, its principals and any affiliates, 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,” as defined at 49 CFR Part 29, Subpart C.
- B. 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.
- C. The Contractor agrees to provide the Unified Government of Wyandotte County/Kansas City, Kansas 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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

ARTICLE 14: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 8.5 percent.*
A separate contract goal of _____% [has not] been established for this procurement.

- B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Unified Government of Wyandotte County/Kansas City, Kansas 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)).

- C. Contractors shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Unified Government of Wyandotte County/Kansas City, Kansas 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)). The Contractor may not substitute, remove or terminate a DBE subcontractor without the Unified Government of Wyandotte County/Kansas City, Kansas prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the Unified Government of Wyandotte County/Kansas City, Kansas, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise the Unified Government of Wyandotte County/Kansas City, Kansas and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Unified Government of Wyandotte County/Kansas City, Kansas should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

- D. **Good Cause.** Good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract; or
2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 6. The DBE subcontractor is not a responsible contractor; or
 7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 10. Other documented good cause that compels the Unified Government of Wyandotte County/Kansas City, Kansas to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- E. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the Unified Government of Wyandotte County/Kansas City, Kansas, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the Unified Government of Wyandotte County/Kansas City, Kansas and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Unified Government of Wyandotte County/Kansas City, Kansas should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

ARTICLE 15: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

ARTICLE 17: EMPLOYEE ELIGIBILITY VERIFICATION

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

ARTICLE 18: ENVIRONMENTAL REGULATIONS

- A. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- B. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

ARTICLE 19: FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. 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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. 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.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, 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.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 22: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. 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 the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Unified Government of Wyandotte County/Kansas City, Kansas requests that would cause the Unified Government of Wyandotte County/Kansas City, Kansas to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

ARTICLE 29: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM 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 ©, 23 U.S.C. § 512 note, and Contractor agrees to apply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

ARTICLE 35: RECORD RETENTION AND ACCESS

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

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

ARTICLE 44: TERMINATION

- A. **Termination for Convenience.** The Unified Government of Wyandotte County/Kansas City, Kansas may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Unified Government of Wyandotte County/Kansas City, Kansas best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require the Unified Government of Wyandotte County/Kansas City, Kansas terminate the agreement.
- C. **Termination for Default.**
1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the Unified Government of Wyandotte County/Kansas City, Kansas may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
 2. If the termination is for failure of the Contractor to fulfill the contract obligations, the Unified Government of Wyandotte County/Kansas City, Kansas may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Unified Government of Wyandotte County/Kansas City, Kansas. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the Unified Government of Wyandotte County/Kansas City, Kansas, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** The Unified Government of Wyandotte County/Kansas City, Kansas 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 the Unified Government of Wyandotte County/Kansas City, Kansas satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, the Unified Government of Wyandotte County/Kansas City, Kansas shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Unified Government of Wyandotte County/Kansas City, Kansas from also pursuing all available remedies against Contractor and its sureties for said breach or default.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- E. **Waiver of Remedies for any Breach.** In the event that the Unified Government of Wyandotte County/Kansas City, Kansas elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the Unified Government of Wyandotte County/Kansas City, Kansas shall not limit the Unified Government of Wyandotte County/Kansas City, Kansas remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of the Unified Government of Wyandotte County/Kansas City, Kansas.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to the Unified Government of Wyandotte County/Kansas City, Kansas, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner the Unified Government of Wyandotte County/Kansas City, Kansas directs.

Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Unified Government of Wyandotte County/Kansas City, Kansas Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

6.0 MINIMUM SPECIFICATIONS:

Installation of Multi-Channel Digital Video & Audio Recording System including;

Up to 2.0 TB removable hard drive (Solid State or comparable)

Lockable DVR enclosure

Environmental Protective DVR Heater

Hard Drive Docking Station

Up to 1080p High Definition Video capability

Wireless File Transfer capability

GPS Receiver

3 Axis Accelerometer

Panic button

Up to 3 external HD cameras

- **Street-side**
- **Curb-side**
- **Rearview**

Up to 4 internal HD cameras

- **Forward Facing**
- **Driver's compartment**
- **Passenger compartment**
- **Passenger boarding area**

All Software, Guides and cables

VIDEO SYSTEM

Installation of Multi-Channel Digital Video Recording System including;

Up to 2.0 TB removable hard drive (Solid State or comparable)

Lockable DVR enclosure

Up to 1080p High Definition Video capability

Wireless File Transfer capability

GPS Receiver

3 Axis Accelerometer

Panic button

Up to 3 external HD cameras

- **Street-side**
- **Curb-side**
- **Rearview**

Up to 4 internal HD cameras

- **Forward Facing**
- **Driver's compartment**
- **Passenger compartment**
- **Passenger boarding area**

All Software, Guides and cables

Total Cameras for Transit Buses

\$_____ each

7.0 Insurance:

The successful respondent must provide proof of workers' compensation insurance prior to contract approval.

The successful respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. A respondent's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

1. Commercial General Liability Insurance.

This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$5,000,000. The Policy must include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations
- Medical Expense

2. Business Automobile Insurance.

This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

3. Workers Compensation: Statutory.

4. Any other insurance required by law or regulations.

The qualified Respondent shall not commence work until it has been demonstrated that they have obtained the required insurance and has filed an acceptable Certificate of Insurance with the Unified Government. The Unified Government shall be listed as an additional insured on insurance policies. All insurance policies shall be open to inspection by Unified Government staff. Copies of the policy shall be submitted to the Unified Government.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

8.0 Bid Deadlines and Delivery Instructions:

Sealed bids must be addressed and delivered **NO LATER THAN 8:45 a.m. on Wednesday, March 29, 2017** as follows:
Bid #B27207, Cameras for Transit Buses, Office of the Unified Government Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101.

9.0 Signatures:

No bid will be considered unless signed with the autograph signature of an officer authorized to bind the Bidder.

Company Name

Authorized Representative

Mailing Address

Signature

Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address