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

REQUEST FOR QUALIFICATIONS (RFQ)

#08-5013-39

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
ON-CALL ARCHITECTURAL/ENGINEERING (A/E)
AND CONSTRUCTION SERVICES WITH
WORK ORDERS (WO'S)

Date: June 20, 2008

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Buyer II

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June 20, 2008
#08-5013-39

REQUEST FOR QUALIFICATIONS

The Kansas City Area Transportation Authority (KCATA) is seeking qualified Architectural/Engineering (A/E) firms for the purpose of establishing Indefinite Delivery/Indefinite Quantity (IDIQ) on-call contracts for professional A/E and construction services. KCATA will negotiate initial one-year agreements with the firms or teams selected, with options for extensions at the sole discretion of the KCATA for an additional four (4) one-year periods not to exceed a total of five years.

Services requested are to support KCATA staff in conducting a board range of planning, construction, environmental and testing activities. Services will not be required on a constant, continuous basis, rather on an as-needed basis through the issuance of work orders. The following five categories are the professional services required by KCATA.

- 1) Architectural/Engineering (A/E) Services;
- 2) Mechanical/Electrical/Plumbing (MEP) Engineering Services;
- 3) Civil/Structural Engineering and Landscape Architect (CSL) Services;
- 4) Engineering Inspection and Testing (EIT) Services;
- 5) Environmental Engineering.

Many projects will require coordination with political jurisdictions and agencies located in the KCATA service area. Consultants should be familiar with the metropolitan Kansas City region and preferably have experience working with jurisdictions including the City of Kansas City, Missouri, Mid-American Regional Council (MARC), Kansas City, Kansas Unified Government, Johnson County Transit (JOCO), Blue Springs, Missouri, Liberty, Missouri, and North Kansas City, Missouri (N.K.C.).

It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. KCATA's current aspirational goal proposes that 18 percent of all DOT funds expended in DOT-assisted contracts will be let to certified DBE firms that are available, willing and able.

An overall DBE goal has not been established for this project. Because many of the projects will be federally funded, KCATA will evaluate each work order prior to issuance to determine a DBE goal.

The funding for work performed under these agreements may be from multiple sources such as: the U.S. Department of Transportation (USDOT) managed by the Federal Transportation Administration (FTA), state of Missouri, state of Kansas, county or city governments and KCATA. The source of funding will have no impact on the contractual agreement between the selected firms and the KCATA. All agreements will contain required federal and state procurement terms and conditions which will be applicable irrespective of funding source. The highest procurement standards, terms and conditions will apply.

Each firm interested in providing services and has met the qualifications stated under the a specified category should request the complete RFQ by calling Joyce C. Young, Buyer II, at (816) 346-0247, faxing your request to (816) 346-0336 or via email jyoung@kcata.org. Also a request form has been enclosed for your convenience.

Firms are encouraged to attend a pre-proposal conference will be held at 1 p.m. CDT, on July 9, 2008 in KCATA's Large Conference Room, Breen Building, 1200 East 18th Street, Kansas City, Mo. KCATA staff will review the qualification requirements and be available to answer questions. Please contact Joyce Young at jyoung@kcata.org if your firm plans on attending.

Consultants shall read and understand the requirements of this Request for Qualifications (RFQ), all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity laws and regulations. Proposer shall also certify that it is not on the Comptroller General's list of ineligible contractors.

One original and seven (7) copies of Qualifications must be submitted in accordance with the instructions contained herein no later than **10 a.m. CDT Tuesday July 31, 2008**. Please reference proposal #08-5013-39 on the submittal cover. Qualifications received after time specified shall not be considered for award. Qualifications received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Qualifications not meeting specified delivery and method of submittal will not be opened nor considered as responsive. Qualifications must be submitted to:

Kansas City Area Transportation Authority/Joyce C. Young
Procurement Department #08-5013-39
1350 East 17th Street
Kansas City, Missouri 64108

Following the initial staff review and screening of all timely proposals, firms will be ranked from the highest to the lowest by category. The highest rated firms may be interviewed and negotiations will be conducted until the KCATA Procurement Department is satisfied a sufficient number of qualified firms are under contracts to perform the anticipated services necessary to support KCATA's future activities.

For information regarding the proposal, contact Joyce C. Young at (816) 346-0247 or via email jyoung@kcata.org.

Award of the procurement are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

Respectfully,

Etta Jackson
Director of Procurement

NO PROPOSAL REPLY FORM

PROPOSAL # 08-5013-39

To assist us in obtaining good competition on our Request for Qualification, we ask that each firm that and received an proposal, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Proposal #08-5013-39" on the outside of the envelope.

This information will not preclude receipt of future proposals unless you request removal from the Proposer's List by so indicating below.

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

___ 1. We do not wish to participate in the proposal process.

___ 2. We do not wish to participate in the terms and conditions of the Request for Qualifications document.

Our objections are:

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

___ 4. Other

FIRM NAME

SIGNATURE

___ We wish to remain on the Proposer's List for these services.

___ We wish to be deleted from the Proposer's List for these services.

Return to: Kansas City Area Transportation Authority
Procurement Department / Joyce Young
1350 E. 17th Street
Kansas City, MO. 64108

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**SECTION I.
BIDDING SCHEDULE**

Bid Advertisement.....	June 22, 2008
Bid Issue.....	June 25, 2008
Pre-Bid Conference	July 9, 2008
A. Location	KCATA Breen Bldg, Large Conference Room 1200 East 18 th Street Kansas City, Mo.
B. Time	1p.m. CDT
Bid Closing.....	July 25, 2008
Short List Notifications	August 1, 2008
Interviews.....	August 13,14,15, 2008
Bid Award.....	September 17, 2008
Contract Negotiation Begins.....	September 22, 2008

SECTION II. INTRODUCTION

A. STATEMENT OF PURPOSE

The Kansas City Area Transportation Authority (KCATA) executes an annual capital improvements program that typically includes numerous projects ranging from a few thousand dollars to multi-million dollars in size. Improvements generally include rehabilitation of existing buildings, equipment and on-street transit facilities to construction of new transit facilities and transit support facilities such as maintenance buildings. Professional design, engineering and related services are needed to support this program and augment KCATA staff.

The intent of this solicitation is to provide the KCATA with qualified firms under Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to provide “on-call” engineering, design and related professional services in each of five categories. The KCATA intends to award contracts for the following:

- 1) Architectural/Engineering (A/E) Services;
- 2) Mechanical/Electrical/Plumbing (MEP) Engineering Services;
- 3) Civil/Structural Engineering and Landscape Architect (CSL) Services;
- 4) Engineering Inspection and Testing (EIT) Services;
- 5) Environmental Engineering.

Respondents may submit qualifications in any category or multiple categories. Firms may be selected in one or more categories providing they meet the required qualifications for each.

DESCRIPTION OF CATEGORY SERVICES

1. Category A – Architectural/Engineering (A/E) Services

The Authority may select multiple qualified firms in this category.

Firms submitting for A/E services should possess a full range of design disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required in major building contracts. As a minimum this firm or team should be capable of providing:

- Complex project management services;
- Architectural services;
- Interior design;
- Structural and civil engineering services;

- Mechanical & electrical engineering services;
- Landscape architecture services;
- Public involvement services;
- Surveying services;
- Permitting (federal, state & local)
- Construction cost estimating;

Additional professional services seen as beneficial, but not required for selection, may include:

- Environmental/Green design;
- Historical preservation design;
- Security design;
- Instrumentation & Controls.

Firms should be willing to accept both multi-million dollar projects as well as very small job assignments. The average value for IDIQ work orders has been \$48,026 over the past five years. Firm's submitting in this category should clearly indicate a commitment to accept both large and small dollar value assignments, or alternatively, whether their submittal is limited only to projects with a certain minimum value.

The Authority retains the option to select firms in this category that provide the greatest flexibility to the Authority in accepting both large and small dollar value assignments. Accordingly, more than three firms may be selected. Every firm responding in this category must indicate a commitment to retain the services of additional design firms as subcontractors, should project assignments so require. All such subcontractors would be subject to KCATA approval.

2. Category B – Mechanical/Electrical/Plumbing (MEP) Engineering Services

The Authority may select multiple firms in this category.

Firms are not required to have in-house expertise in all three disciplines. The Authority will select firms that have expertise in one or more disciplines. In order to provide the Authority with flexibility in this category, more than one firm may be selected for each discipline.

Firms submitting for MEP services should identify the discipline(s) they are submitting for and possess the ability to assist the KCATA with design and maintenance of building systems and equipment including but not limited to:

Mechanical	Electrical	Plumbing
Large scale boiler systems	Mgt. of ATA campus electrical systems	Oil Separators
Large scale chiller systems	Standby & emergency power systems	Domestic water systems
Air handling systems	Lighting design	Fire protection systems
HVAC instrumentation & controls	Low voltage systems	Wastewater systems
Vehicle fluid distribution systems	Solar power systems	
Elevator systems	Fire/Life Safety communications	
Hydraulic & Mechanical vehicle lifts	Systems commissioning	
Systems commissioning		
Cost estimating	Cost estimating	Cost estimating

Firms to be considered for selection in this category should be capable of managing both large and small job assignments. Typical design values may be as small as \$5,000 to upwards of \$50,000. Firms submitting qualifications in this category must possess the required skills in-house.

Firms submitting in this category should clearly indicate a commitment to accept both large and small dollar value assignments, or alternatively, whether their submittal is limited only to projects with a certain minimum value.

3. Category C – Civil/Structural Engineering and Landscape Architectural (CSL) Services

The Authority may select multiple firms in this category.

Firms are not required to have in-house expertise in all three disciplines. The Authority will select firms that have expertise in one or more disciplines. In order to provide the Authority with flexibility in this category, more than one firm may be selected for each discipline.

Firms submitting for CSL services should identify the discipline(s) they are submitting for and possess the ability to assist the KCATA with design and maintenance of building systems and site improvements including but not limited to:

Civil	Structural	Landscape Architecture
Project management	Foundation design	Street facilities & circulation design
Surveying (boundary & topographic)	Building structures (steel, concrete, wood)	Irrigation systems
Preparation of legal descriptions	Retaining walls (concrete, CMU)	ADA compliance
Site development / parking lots	Free standing structures and signs	Environmental / green design
Roadway / Street improvements	Structural analysis	Site planting design
Exterior water systems	Floors & roofs	Screening & buffer design
Sanitary sewer systems		
Storm water systems		
Permitting (federal, state & local)		
Traffic engineering		
Cost estimating	Cost estimating	Cost estimating

Firms to be considered for selection in this category should be capable of managing both large and small job assignments. Typical design values may be as small as \$5,000 to upwards of \$100,000 or greater. Firms submitting in these disciplines should be able to perform all the work identified above with the exception of Traffic Engineering. Civil firms should include a traffic engineering sub-consultant in their submittal if they do not possess the ability in-house.

Firms submitting in this category should clearly indicate a commitment to accept both large and small dollar value assignments, or alternatively, whether their submittal is limited only to projects with a certain minimum value.

4. Category D – Engineering Inspection and Testing (EIT) Services

The Authority may select multiple firms in this category.

Firms submitting for EIT services should possess a full range of inspection and testing services. As a minimum, firms should be capable of providing:

- Special inspection services;
- Materials lab testing (soils, concrete, asphalt);
- Subgrade compaction testing;

- Concrete/mortar field sampling & testing;
- Asphalt field testing;

Firms to be considered for selection in this category should be capable of managing both large and small job assignments. Typical design values may be as small as \$1,000 to upwards of \$25,000 or greater. Firms submitting in these disciplines should be able to perform all the work identified above.

The Authority retains the option to select firms in this category that provide the greatest flexibility to the Authority in accepting both large and small dollar value assignments. Accordingly, more than two firms may be selected.

Firms submitting in this category should clearly indicate a commitment to accept both large and small dollar value assignments, or alternatively, whether their submittal is limited only to projects with a certain minimum value.

5. Category E – Environmental Engineering

The Authority may select multiple firms in this category.

Firms submitting for Environmental services should possess a full range of design disciplines or assemble a team of professional sub-consultants capable of providing all the necessary disciplines that may be required in major building contracts. As a minimum this firm or team should be capable of providing:

- Monitoring;
- Compliance;
- Wastewater/Stormwater;
- Waste management;
- Site assessment & remediation;
- Indoor air quality;
- Air emissions;
- Pollution prevention & response planning;
- Underground storage tanks design & monitoring;
- Aboveground storage tanks design & monitoring;

Firms submitting in this category should clearly indicate a commitment to accept both large and small dollar value assignments, or alternatively, whether their submittal is limited only to projects with a certain minimum value.

SYNOPSIS OF SELECTION AND AGREEMENT NEGOTIATION PROCEDURES

It is the intent of the KCATA to establish agreements with the consultants selected in each of the five categories for one-year period with options to renew the agreements annually for

four additional one-year periods. One of the selected firms in each category may be a DBE firm. The agreement will be a negotiated instrument establishing the consultant's relationship with the KCATA, hourly rate schedule, DBE participation by contractor and/or subcontractor, and conditions of the agreement.

The agreements will be for on-call Indefinite Delivery/Indefinite Quantity (IDIQ) services, using a negotiated Work Order (WO) for defining the scope of work, to determine man hours, establish the levels of professional skills and technicians required to perform the work, and the work schedule.

PRE-PROPOSAL CONFERENCE

Though not mandatory, proposers are encouraged to attend the pre-proposal conference. Proposers need to identify early in the proposal preparation period those team members who will be working on KCATA projects, other consulting firms who will provide services, and DBE firms who will participate in the performance of work. The pre-proposal conference will be held at 1p.m. CDT, on July 9, 2008 at KCATA offices located at:

KCATA
1200 East 18th Street
Breen Building, Large Conference Room
Kansas City, Missouri

Please contact Joyce Young at jyoung@kcata.org by 2 p.m. on Tuesday July 8, 2008 if your firm plans, on attending the pre-qualification conference.

**SECTION II.
SCOPE OF SERVICE**

**B. AREAS OF SERVICES, PROJECTS AND PROFESSIONAL DISCIPLINES
COMTEMPLATED**

The KCATA will have multiple projects in planning, design or under construction during the next five years.

The following list of projects represents examples of work under consideration. The list is not all inclusive but may be expanded or modified, at the discretion of the KCATA:

1. Examples of services and projects which may be performed by the consultants:
 - Land surveys
 - Professional engineering inspection services
 - Engineering field investigation
 - Expert architectural or engineering witness services
 - Facility master plans
 - Engineering cost estimates
 - Environmental impact assessments (when the statement of work, substantially or to do a dominant extent, specified performance by a licensed firm)
 - Life cycle studies
 - Interdisciplinary coordination and review
 - Material sample analysis and recommendation
 - Topographic surveys
 - Foundation analysis and reports
 - Preparation of as-built or record drawings
 - Preparation and review of guide or master specifications
 - Training or instruction (including preparation of training materials involving subject matter of an architectural or engineering nature)

2. Example of other required services which are incidental to professional services of an architect or engineer:
 - Soils engineering
 - Drawing reviews
 - Conceptual designs
 - Value engineering
 - Construction phase services
 - Surveying mapping
 - Comprehensive planning
 - Program management
 - Plans and specifications

- Studies
 - Tests
 - Evaluations
 - Consultations
 - Investigations
 - Preparation of operating and maintenance manuals
 - Any other type of study, evaluation, design and/or construction requiring an architect-engineer (A/E) or other professional specialized service for which certification or registration by a governing state board and/or national professional organization.
3. Examples of services often provided as part of an A/E project performed by firms or individuals who do not hold a professional license.
- Environmental impact assessments which are free of technical engineering considerations
 - Routine laboratory materials testing services
 - Environmental, archaeological, or historical surveys of a routine nature, where
 - Training or instruction not involving material of an architectural or engineering nature

On occasions one or more of these services may be required from the consultant as an element of a WO.

4. Examples of professional disciplines which consultants in all three award categories may also be required to furnish:
- Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Power and Control Engineering
 - Signal Control and Communication Engineering
 - Traffic/Transportation Engineering
 - Multi-Discipline Cost Estimating
 - Multi-Discipline Construction Inspection
 - Soils and Geotechnical Engineering
 - Value Engineering
 - Sound Systems Specialist
 - Surveying
 - Materials Testing
 - Interior Design Architect
 - Landscape Architect
 - Multi-Discipline Construction Claims Analysis
 - Scheduling Engineering

- Cost Engineering
- Construction Management Administration & Oversight
- Environmental Remediation Design
- Hazardous Waste Assessment & Planning
- Software Application Development & Programming
- CAD Design
- Permit Administration Assistance

The Consultant(s) selected under Category A of this procurement must have the capability to provide the full range of services required for architecture, engineering, and construction management services. Proposers must have the capability to supply the listed professional disciplines and obtain the services of other subcontractors to augment existing staff, as needed on a project-by-project basis. The identity of such additional subcontractors is not required, as part of the initial submittal of qualifications under this procurement but a commitment to obtain these services should be clearly indicated.

Proposers on Category B, C and D must be able to provide the services stated.

5. Examples of possible Work Orders:

- Preparation of project plans, specifications & cost estimates
- Complete construction management responsibility (including inspection, contract administration, claim management, project control reporting)
- Cost estimate preparation and/or review
- Evaluation of contractor's claims and dispute resolution assistance
- Review of contractor submittal
- Construction management oversight of third party sponsored projects
- General or specific discipline construction inspection
- Constructability reviews and value engineering studies
- Third party specification package reviews
- Project control implementation oversight
- Engineering and/or construction procedure compilation/implementation
- Training
- Feasibility studies
- Preparation of drawings and plans using AutoCAD and Intergraph
- Identification of underground utilities by field examination and through record search
- Identification of permitting requirements
- As-Built drawing preparation and/or review
- Relation database programming for in-house application development
- Preparation of legal descriptions for property acquisition, easements and Right-of-Way.

GENERAL

Consultants will be awarded On-Call Indefinite Delivery/Indefinite Quantity (IDIQ) contracts under a professional services agreement with the Kansas City Area Transportation Authority (hereinafter referred to as “Agreement”). The Consultant will provide professional services and construction management support services as hereinafter specified.

1. The services will not be required on a constant, continuous basis, but rather on an as-needed, on-call basis, during the term of the Agreement.
2. Multiple Consultants may be awarded an Agreement on the basis of anticipated need per category. Although it is KCATA’s intention to award no more than three IDIQ Agreements per category, the Authority retains the option to select additional firms.
3. The KCATA estimates the on-call A/E services provided by the IDIQ agreements among the Consultants to be limited to a total of Two Hundred Fifty Thousand (\$250,000) per contract year. The KCATA does not guarantee a minimum annual level of compensation to any A/E Consultant awarded an IDIQ Agreement.
4. The Consultant will provide services pursuant to negotiated Work Orders (WO).
5. Each WO may vary significantly in its size and scope and may include construction management support on a project, or the WO may entail providing a single support staff person for limited durations.
6. Each WO will be issued on a fixed-price guaranteed not-to-exceed basis. Consultants will be required to provide an estimate of cost as indicated in D, Work Order Process, item 2 on page 13.
7. WO’s, when negotiated, will establish a mutually agreed Scope of Work, prices and the basis for compensation. WO’s may be modified; the Scope of Work or price may be changed or cancelled at the discretion of the KCATA Project Manager. Changes in compensation for modifications, changes in the Scope of Work, or cancellation must be mutually agreed to in writing by the Consultant, the KCATA Project Manager, or other appointed KCATA representatives. All monetary changes will be approved under the signature of the KCATA Director of Procurement or designee.
8. The Consultant shall furnish management, technical and administrative personnel required to plan, implement, and document WO’s according to schedules and costs established for each approved WO. All services furnished shall include use of KCATA approved subcontractor(s) as may be needed in the completion of each WO.

9. Each WO may contain a DBE participation goal, as established by KCATA prior to the WO's issuance. Contractors who fail to meet the DBE participation goal shall show and document it's "good faith effort" to achieve the DBE goal. Good faith efforts shall be based on KCATA's prior established requirements. Failure to provide established DBE participation or evidence of a good faith effort on a WO will disqualify the Consultant from future work orders.
10. The Consultant and Consultant's team will work under the direction of the KCATA Project Manager.
11. Work Order's (WO's) may require work on an emergency basis, which may involve nights and/or weekends.
12. The Agreement with Consultants is "NON-EXCLUSIVE". The KCATA Expressly reserves the right to contract for performance of additional professional or construction management services, such as those described in this RFQ, through other Consultants. The KCATA retains and does not vacate any discretionary rights or authority because of any Agreement with Consultant for specified services.
13. Payment on the WO will be based on a detailed invoice breaking out project cost, time and DBE participation.

THE IDIQ AGREEMENT

The IDIQ Agreement is a negotiated instrument and does not designate specific projects or tasks of services. The IDIQ Agreement establishes a relationship, specifying terms and conditions of employment, as well as establishing negotiated hourly rates for different professional, technical and administrative classifications of personnel proposed to be available for performance of work. Importance will be placed on the schedule of hourly rates for professional, technical and administrative classification of personnel, items included in the overhead provided within the hourly rates, and not separated out as a reimbursable or an additional administrative cost.

Selected Consultants will be offered an opportunity to negotiate for the award of an IDIQ Agreement. KCATA reserves the right to negotiate independently with each Consultant.

WORK ORDER PROCESS

The administrative procedures for issuing, negotiating and administrating WO's are set forth below:

1. Each Consultant will assign a coordinator to interface with KCATA's Project Manager. The Consultant's coordinator may be an individual other than the team leader, but the team leader is preferred for simplicity.

2. The KCATA Project Manager will issue a letter of request for preparation of a WO describing in general detail the objectives and goals of a project including the present project budget. The Consultant will develop the Scope of Work, and outline the specific A/E tasks to be accomplished. Tasks will be listed under specific discipline headings and each task will list the various category of staffing and man-hours required to perform the work. Other professional consultants and technical support services will be listed with estimated costs. In addition reimbursable costs for long distance telephone calls, travel (if required), CAD, facsimile, photographs, materials or geotechnical testing, etc. will be itemized.
3. It is the responsibility of the Consultant preparing the WO to ensure the Scope of Work, reimbursable cost and direct costs are accurately reflected. KCATA's objective is to receive a fair and reasonable price for services. An expedited process for selection of one to three consultants awarded IDIQ agreements is designed to meet KCATA's aggressive capital program over the next four to five years. If negotiations fail then KCATA will proceed to negotiate with the next Consultant. If a Consultant desires to be awarded a negotiated WO, they must negotiate in good faith and present KCATA with a fair and reasonable price position at the inception of negotiations.
4. Consultant's coordinator (team leader) will represent the consultant's team and will be the primary contact responsible for all transmittals and communications to the KCATA Project Manager. Likewise the KCATA Project Manager will represent KCATA as the primary contact responsible for all transmittals and communications to the Consultant.
5. The Consultant will notify KCATA whenever there's a new sub consultant to be added to the existing WO or to the contract. The new sub consultant shall submit they're positions, hourly rates, overhead, and fixed fee. Prior approval from KCATA will be needed before the new sub-consultant can be added to the current contract/WO.
6. KCATA may issue a WO to a Consultant of KCATA's choice for negotiation of services and pricing. The Consultant will use the team leader, team members, subcontractors, and other specific cost values (i.e., hourly rate, reimbursable, burden, fixed percentage fee, etc.) as agreed to in the IDIQ Agreement. It is expected that the Consultant shall respond to the request within a ten working days. Should KCATA experience an emergency where the Consultant's services are required immediately, a turnaround time of not more than 24 hours will be expected.
7. All WO's will include the following information:
 - Proper name of the project or short title.

- Assigned KCATA procurement number
- Brief narrative description of the project.
- Scope of Work
- Identified disciplines involved, with various categories of staffing assigned and man-hours considered necessary for each work element at the agreed hourly rate, burden, profit, other subcontractor direct and indirect costs, reimbursable costs, and other cost factors, which are germane only to the specific WO.
- “Bundling.” (The practice of combining two or more projects into a single public bid offering). When two or more projects are bundled because they are similar in type of construction, or one project must be completed simultaneously with another but the fund accounting or grant, (local or state capital funds) must be segregated, separate WO’s will be prepared by the Consultant for each project. However, in the execution phase of the Work, the work product plans, specifications, studies or construction management costs may be separated or combined into a single project as directed by the Project Manager. The decision to bundle or separate work will be determined by the Project Manager.
- The Consultants’s key personnel assigned as identified in the Consultant’s negotiated agreement shall perform the work. It is recognized that company staffing changes as personnel retire or seek other employment. The Consultant shall make every effort to ensure the key personnel offered in the proposal perform the estimated number of hours the WO. Because award of the agreement was based on the Consultant’s offering of qualified key personnel with specific credentials, consultants will be required to ensure that replacement key personnel shall have equal or better education, experience and ability to perform the work.
- The KCATA will provide a budget for each WO, which may include or exclude specific A/E services and construction management. Based on the developing Scope of Work and provide project budget, the Consultant shall prepare a preliminary project fee estimate. The preliminary fee estimate will be submitted with the Consultant’s WO prior to negotiation of the Consultant’s services. This will permit the KCATA to determine the funding requirements before design and /or construction management services for a project.

- Work Breakdown Structure (WBS)/Organization Breakdown Structure (OBS). Each WO submitted for negotiation will contain a complete listing of the WBS and the OBS detailing as much of the work to be performed and the OBS function. Key requirements include; 1) who will be responsible for the individual work elements; 2) who is responsible and who will actually do the work, how long will it take to accomplish each element of the work; 3) what is the classification of personnel assigned; and 4) how many man-hours are required to do the work.
- The Consultant will submit a detailed resource-loaded schedule with each WO.
- Each WO assigned by the KCATA may contain a DBE participation goal. The Consultant will submit the WO for negotiation explaining how and what means will be used to achieve the DBE goal (i.e. partnership, limited partnership, subcontractor, etc.). The Consultant must comply with its plan for providing DBE participation pursuant to the criteria set forth by the Consultant's RFQ proposal. The proposal, as submitted by a Consultant, is a firm offer, and is representative of how the Consultant plans to execute work in accordance with the negotiated Agreement. Majority firms attached as subcontractors to DBE subcontractors on a WO will not be counted for the DBE participation. Only work performed by DBE firms will be counted.
- The Consultant will provide KCATA a list of consultants/sub consultants recommended for use in the performance of the WO's work. The WO shall show subcontractor's name, address, phone number, facsimile number, services to be performed, value of subcontract, and whether or not the subcontractor is a DBE firm. Once the Consultant has submitted a DBE firm as participating in a WO, it may not make any substitution of the subcontractor without prior written approval of the KCATA Project Manager and after the WO has been accepted in writing by the KCATA Director of Procurement.
- For simple or small WO's the submittal procedures and data may be modified by the Project Manager to simplify the paperwork. It may be reduced to a few sentences and a simple bar chart schedule for the proposal negotiations. A large complex WO may require a number of pages of written material, in addition to a resource loaded PERT or CPM charting with full WBS/OBS statements and diagrams. The complexity of the project will determine the make up of the WO. In either case KCATA will be looking for a clear definitive description of the project so both the Consultant and KCATA may negotiate a fair and reasonable price for the services to be performed.

8. The KCATA will notify the Consultant in writing of the acceptance or rejection of a WO.
9. If a WO is rejected, neither party shall have any rights or obligations arising out of the WO.
10. When a WO is accepted a specific time performance will be agreed to by both the KCATA and the Consultant. A written Notice to Proceed (NTP) will not be issued. Written approval of the WO by the Director of Procurement constitutes Notice to Proceed. Upon completion and acceptance of the Consultant's work, a Letter of Acceptance (LOA) will be issued. The LOA notifies both parties the performance period is complete. It is not intended to evaluate the design, technical aspect of the project, or relieve the Consultant of any professional responsibilities. The LOA only defines the end of the performance period in accordance with the WO schedule.
11. Some WO's may contain liquidated damages clauses depending on the critical needs of the KCATA. During negotiation of a WO a mutually agreed schedule of performance and a mutually agreed completion date will be established. Failure to achieve the mutually agreed schedule or completion date may be cause for assessing liquidated damages.
12. Once the negotiated WO establishes a mutually agreed schedule and agreed completion date or other specific terms and conditions, the WO may only be modified, cancelled or changed by a written and signed instrument, mutually agreed upon by both parties.
13. Compensation for the cost of preparing a WO shall be an overhead cost borne by the Consultant. Likewise, the cost of staff time in the negotiation of a WO will be construed as an overhead expense of the Consultant.
14. The Consultant is obligated to perform the services as specified in the approved WO and comply with all terms and conditions as stated in the WO, including any budgetary limitations on the total dollar amount, of which may also include the Consultant's compensation.
15. It is understood and agreed the Consultant's Agreement shall govern only those WO's mutually negotiated and agreed to under each Consultant's IDIQ Agreement and shall not in any manner affect, modify, amend or otherwise change and other contract or agreement that may heretofore have been entered into between the parties.
16. Negotiation of a WO shall not modify, change or amend the Consultant's IDIQ Agreement with the KCATA.

17. Consultant will submit progress reports in writing for each WO every four weeks or on submittal of an application request for payment. Progress reports will address each WO individually as a separate document and will include the following:
- A brief narrative description of activities initiated and completed.
 - Comments on work accomplished, forecast future problems and provide alternative solutions, which may affect schedules or budget.
 - Estimate percentage of work completed and comment on its relationship to the approved work schedule.
 - State overall status of expenditures and estimate the amount of remaining funds available to complete the services or construction management in terms of man-hours and dollars.
 - State the project activities required of the Consultant and staff and those activities required of KCATA and staff, which may affect the schedule or the work over the 30-day period.
 - Each progress report will contain a written statement narrating the work performed by the participation DBE firm and detail what service will be providing during the next thirty (30) days. KCATA is interested in promoting the use of DBE firms for design, construction management and other services within the scope of the Agreement and WO's, but the service provided must be meaningful and provide the participation DBE firm with expanded opportunity to achieve.
 - The Consultant is required to participate in progress meetings with KCATA staff as deemed necessary by the Project Manager.
18. The KCATA reserves the right to change the work to be performed by the Consultant as specified by a WO. WO's may be amended or may be terminated at the convenience of the KCATA. All such changes amending or canceling the WO will be in writing. Amending a WO will change the Scope of Work, Consultant's compensation, and other pertinent details and must mutually agreeable to both Consultant and the KCATA. Such amendments will become attachments to the original WO, and will describe in detail the nature of the amendments, including staffing requirements, man-hours, reimbursables, cost adjustments, etc.
19. The KCATA may, at any time prior to completion of the work under any WO, terminate such WO for any cause including, but not limited to, default by the Consultant, or if circumstances beyond the control of the Consultant, by written

notice to the Consultant. Upon receipt of such written termination notice, the Consultant shall submit an invoice or invoices to KCATA's Project Manager in amounts only for actual services performed to-date.

REPORTING AND EVALUATION

Progress reporting is a required element for each WO. The frequency and scope of reporting will be negotiated with each WO, but is generally expected to be a monthly basis providing a brief narrative status of work accomplished, work in process, compliance with WO budget and issues of interest to the KCATA. The KCATA expects to evaluate performance under each WO and discuss the evaluation results with the Consultant. The purpose of the evaluation(s) will be to ensure the continued quality of the Consultant's work under the agreement while making a record of performance.

The KCATA's Project Manager and other KCATA personnel involved with the WO will conduct the evaluation approximately every six months, depending on the length of the WO, and discuss the results with the Consultant. A final evaluation will be conducted at the end of the WO.

COMPUTER/SOFTWARE CAPABILITY

It is required of this agreement that all narrative reports and documents completed by the consultant shall be provided to the KCATA in both hard copy and electronics files. Work shall be submitted using software compatible with KCATA systems. Consultant will also need to be capable of communicating via electronic mail with KCATA project managers. Currently, the KCATA is using Microsoft Office 2003, Auto CAD, MapInfo, Arc GIS (starting in 2008) and Microsoft Outlook.

**SECTION III.
INSTRUCTIONS FOR SUBMITTAL OF QUALIFICATIONS**

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

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

A. PROPOSERS INSTRUCTIONS

1. Proposal.

The proposal, along with all other accompanying documents and materials submitted by the Consultant, will be deemed to constitute the entire Statement for Qualifications. The Consultant shall promptly furnish any additional information requested relative to its proposal. The submission should be limited to 20 pages not including resumes of key personnel.

2. Contents of Proposal.

The Proposal should consist of no more than twenty (20) pages excluding the cover letter and resumes. Resumes should consist of no more than one page per person.

The Proposal should contain the following information in the following order:

- A. Cover Letter.** The Primary Consultant should begin the proposal with a cover letter introducing their firm and any/all subcontracting firm(s). The cover letter should include the name, title and phone number of the contact person for each firm.
- B. Summary.** The Consultant should briefly summarize its understanding of Section II, “Scope of Service,” in order for the Selection Committee to evaluate the Proposer’s understanding of the type of service required.
- C. Profile of the Firm or Team.** This section should set forth a general description of the Consultant, including the following information:
 - a. Name of the firm or team (Key contact person Consultant/sub-Consultant).
 - b. Location of the firm and all team members.

- c. Location of offices.
- d. The size of the firm and team.

D. Qualifications and experience

- a. Prior Experience of Firm. Describe the Consultant and team capability to successfully provide the type of A/E services requested and experience in providing such services to transit properties.
- b. Personnel Qualifications and Experience. Give a brief description of the Consultant's team member's experience, the project manager's experience and key nominated personnel's experience on similar contracts planning activities. State whether the firm or team is local, regional, or national and how long the firm has been in existence under current ownership/management, as well as how long the firm has provided the kind of services requested in this RFQ. Describe previous experience as a team. When citing other activities, briefly describe specific responsibilities. (Indicate if firm(s) served as lead consultant, or as subcontractor including specific area of responsibilities, etc.). Complete Attachment C "References".
- c. Experience and Coordination. Describe experience coordinating A/E planning activities with local communities, MPO's, state government and the FTA. Describe experience and understanding working with jurisdiction in the Kansas City Area Transit Authority service area.

E. Contract Management. The Contract Management section of the proposal shall provide a clear and concise description of how the contract will be managed in the following areas:

- a. Overall Management. Describe the organizational structure of the firm or team.
 - 1) Identify the person(s) responsible for managing and supervising the contract and the location of the managing office.
 - 2) Non-DBE firms will discuss how you will manage the division o assignment with DBE participants and the process you will use for billing of and payments to the

DBE firms.

b. Key Personnel. In an outline format, identify key personnel and provide the following information:

1) Resumes. Attach a resume for key nominated personnel. Identify their title and their qualifications.

2) Continuity. Discuss your policy on keeping the same staff assigned to WO throughout their team, as long as they remain employees of your firm.

3. Cost Proposal

Cost Proposals are not to be submitted with proposal. Consultants selected for interviews should have cost breakouts ready for submittal to KCATA at the time of their interview.

4. Communications.

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

5. Protests.

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

a. Pre-Submittal.

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

b. Post-Submittal/Pre-Award.

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

c. Post-Award.

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

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

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

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

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

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

6. Authorization to Proposal.

- a. Sealed Proposals (one original and seven copies) shall be signed by an authorized official and submitted to the Joyce C. Young, Buyer II, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. The proposal number #08-5013-39 shall be clearly marked on the front of the return envelope.
- b. If an individual doing business under a fictitious name makes the proposal,

the proposal shall so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the bid. If a corporation makes the proposal, an authorized officer shall sign it in the corporate name. If the proposal 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 proposal authorized thereof.

7. Submittal Deadline.

- a. Sealed proposals will be received until the date and time specified for proposal closing in Section I, “consultant’s Schedule”. Proposals received before the proposal closing time will be kept securely sealed. Proposals submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.
- b. Any proposal received after the stated time will not be considered. Proposals, will be received and considered if it is shown to the Authority’s satisfaction that the failure to arrive on time was due solely to delay in the mails for which the proposer was not responsible.

8. Incomplete Proposal.

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

9. Withdrawal of Proposals.

- a. Proposals may be withdrawn upon written request received by the KCATA before the time fixed for proposal closing. Withdrawal of a proposal shall not prejudice the right of the Consultant to submit a new proposal, provided the latter is received in a timely manner as provided above. The bond or certified check of any proposer withdrawing its proposal, in accordance with the foregoing condition, will be returned promptly.
- b. No Proposals may be withdrawn for a period of ninety days after the time as set herein.

B. CONSULTANT EVALUATION, ACCEPTANCE AND AWARD

1. Proposal Acceptance.

- a. Each proposal is to be submitted with the understanding that the

acceptance in writing by the KCATA of the proposal to furnish the services, or any part thereof, described therein shall constitute a contract between the consultant and the KCATA which shall bind the consultant on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted proposal and these conditions.

- b. All consultant's prices will be firm and fixed for 90 days after acceptance of each bid.

2. Proposal Award.

- a. The KCATA reserves the right to award any or all items of the proposal or not to award at all.
- b. In the case of multiple line items, the KCATA reserves the right to award the entire proposal to one proposer, or to split the award of the items to multiple Consultants.
- c. Conditional Qualifications and any proposal 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.

3. Proposal Formalities.

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

4. Inspection.

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

5. Reservation.

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

C. FTA AND KCATA REGULATIONS

1. Affirmative Action.

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

2. Debarment.

- a. The proposer 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 proposer 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 proposer 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.

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

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

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

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

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

A. Worker's Compensation and Employers Liability:

Workers Compensation, 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 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 this Agreement commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Insurer(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance the KCATA may have. **See Insurance, Section III.C.4, for the appropriate wording necessary on the Certificate of Insurance.**

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 premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Agreement.

D. Professional Liability:

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

Where applicable, the Contractor shall obtain Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this contract.

4. Liability And Indemnification.

- A. Proposer's Liability:** Proposer 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 product provided or services rendered under this Agreement.

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

In claims against any person or entity indemnified under this section, by an employee or proposer, 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'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 bidder arising out of or resulting from the acts of bidder in performing work under this Agreement, bidder shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA arising out of or resulting from the acts of bidder, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Agreement, and if 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.

3. Licenses and Permits.

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

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

4. Lobbying.

- a. Pursuant to Public Law 104-65, the bidder is required to certify that no federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
- b. Bidders who use non-federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Bidder's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required

each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

- c. The proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the bidder must be forwarded to the KCATA.

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 Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Americans with Disabilities Act (ADA).** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Disadvantaged Business Enterprise (DBE).**
 - 1. It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBE’s), as indentified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. KCATA’s current aspirational goal proposes that 18 percent of all DOT funds expend in DOT-assisted contracts will be let to certified DBE firms that are available, willing and able.

An overall DBE goal has not been established for this project. Because many of the projects will be federally funded, KCATA will evaluate each work order prior to issuance to determine a DBE goal.

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

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

other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

8. **Prohibited Interests.**

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

D. **REQUIRED DOCUMENTATION**

1. **References.**

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

3. DBE Certification.

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

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

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

4. Affirmative Action Compliance.

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

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

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

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

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

5. Receipt of Addenda.

In the event that Addendas are issued against this Request for Qualifications, proposers will be issued a Receipt of Addenda Form to complete and return with the Request for Qualifications, 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.

6. Other Documents.

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

**ATTACHMENT A
REFERENCES**

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

1. JobDescription _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

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

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

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

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

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

ATTACHMENT B
VENDOR REGISTRATION
Kansas City Area Transportation Authority

(FOR KCATA USE ONLY)
BIDDER/VENDOR

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

REVISION

INITIAL

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

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

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

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

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

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

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

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

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

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

8. Affiliated Businesses (Name and address): _____

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

9. Standard Invoice Terms: DUE DAYS _____ DISCOUNT DAYS _____ PERCENT _____ %

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

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

Assistance from the KCATA's Procurement Office for compliance with Affirmative Action/DBE requirements is available. Please call (816) 346-0254 or via email at cland@kcata.org.

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

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

5. Is your firm a Woman-Owned Business Enterprise (WBE) within the meaning of the following definition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
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DEFINITION OF WOMAN-OWNED BUSINESS ENTERPRISE: A business, which is owned and controlled by a woman, regardless of race or ethnicity.

REF: Federal Register 49 CFR, Part 26.

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

Signature

Date

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

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

**ATTACHMENT C
VENDOR LIST
#08-5013-39
REQUEST FOR QUALIFICATIONS**

Bucher, Willis & Ratliff
rwebb@bwrcorp.com

Patti Banks
pbanks@pbassociates.com

Dubois Consultants *
lgrayson@duboisengr.com

Hanson – Wilson
gpotts@hanson-inc.com

HNTB Corporation
jmugg@hntb.com

Transystems Corporation
tjriecke@transystems.com

Rafael Architects
rgarcia@rai2001.com

SK Design Group**
smahobian@skdg.com

Shafer Kline & Warren
sbaker@skw-inc.com

Taliaferro & Browne
lgraham@tb-engr.com

Torres Consulting Engineers, Inc.**
torres@torresconsulting.com

Custom Engineering, Inc.**
jtdavis@customengr.com

Obi Consulting Engineers, Inc.**
obi@obiconsultingengr.com

Vicki Noteis & Associates
vickinoteis@kc.rr.com

Bob Orr
borr@wilbursmith.com

Clyde Prem
cprem@oaconsulting.com

John Stapleton
johnstapleton@peoplec.com

HDR Engineering, Inc
Barry.rolle@hdrinc.com

Warren Transportation Consulting
marc@warrentransportation.com

Parson Brinkerhoff
emerson@pbworld.com

Wellner Architects
jwellner@wellner.com

STV
Lynn.brown@stvinc.com

Booz/Allen Hamilton
Donhue_thomas@bah.com

DMJM
joe.oneill@dmjmharris.com

Louise Garside
lkgcmc@lkgcmc.com

A&D Technical Supply Co.
laura@ADtechsupply.com

Environmental Professional
paulz@epiomaha.com

Kucirek Engineering
kucirekengineering@hotmail.com

Farris Engineering, Inc.
mkronaizl@farris-usa.com

Rdh Engineering
Ricky.hiatt@rdheng.com

Engineering Technologies, Inc
abauy@eti-engineers.com

Clark Enersen Partners
beveritt@clarkenersen.com

Safway Services Inc
Dean.leach@safway.com

Prochaska & Assoc
mwicht@prochaska.us

Noel Engineering
noeleng@alltel.net

Huffman Engineering Inc
davep@huffmaneng.com

EH Engineering Ltd
ehayes@radiks.net

Ehrhart Griffin & Assoc
sjuster@ehrhartgriffin.com

Kirham Michael Inc
molson@kirkham.com

Sides & Associates
rwfalconer@sides-inc.com

Ross Engineering Inc
ross@rossengineering.com

Civil Design Group Inc
drademacher@civildg.com

Rega Engineering Group Inc
tkat@reggengineering.com

Leo A Daly
lameyer@leoadaly.com

Mainelli Wagner & Assoc
jwagner@mwagner.com

Lamp Rynearson & Assoc
Dan.owens@lra-inc.com

MACTEC
dhkuhlman@mactec.com

ESP
dale@espeng.com

Schneider Structural Engrng
jas@csjeng.com

King Little Structural Engrng
Klittle1@neb.rr.com

DBI Inc
mmunter@dbindt.com

Farris Engineering
jmorrissey@farris-usa.com

Interstates Electric & Engr
Doug.swets@interstates.com

Marshall Engineering & Surveying
wmarshall@marshalleng.com

Timberlake Engineering
mark@timberlakeengineering.com

Terracon Consulting Engineers
jmjackson@terracon.com

Ken Bacchus
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Kansas City, Mo 64106-2043
816-278-1402
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