
**Kansas City Area Transportation Authority
PROCUREMENT DEPARTMENT
1350 East 17th Street
Kansas City, Missouri 64108**

Request For Proposals

#09-7013-26

**FOR JANITORIAL SERVICES
FOR 74TH TERRACE & BROADWAY AND 75TH & PROSPECT**

Date: January 23, 2009

Contact: Joyce C. Young

Telephone Number: (816) 346-0247

FAX Number: (816) 346-0336

E-Mail: jyoung@kcata.org

January 23, 2009

#09-7013-26

NOTICE OF REQUEST FOR PROPOSALS (RFP)

**JANITORIAL SERVICES FOR
74TH TERRACE & BROADWAY AND 75TH & PROSPECT**

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting proposals from qualified firms to provide Janitorial Services for KCATA facilities located at 74th Terrace & Broadway and 75th & Prospect. The term of the contract will be for three-years with two one-year options to extend.

Proposals must be submitted on the enclosed Proposal Response Form, one original and 4 copies, before 2 p.m. on February 19, 2009. Please reference RFP #09-7013-26 on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive. Proposals submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this RFP:

Kansas City Area Transportation Authority #09-7013-26
Attn: Joyce C. Young
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of RFP closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

For information regarding this proposal, contact Joyce C. Young at (816) 346-0247, (816) 346-0336 fax and via email jyoung@kcata.org. Any questions or requests for clarification are due from proposers before 2 p.m. local time on February 2, 2009. Questions, general inquiries and requests for clarification must be submitted in writing to Joyce C. Young. If required, KCATA's response to these submissions will be in the form of an Addendum.

Etta J. Jackson
Director of Procurement

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NO PROPOSAL REPLY FORM

**PROPOSAL #09-7013-26
FOR JANITORIAL SERVICES FOR
74TH TERRACE & BROADWAY AND 75TH & PROSPECT**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Joyce C. Young, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0336.

This information will not preclude receipt of future invitations 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 propose under the terms and conditions of the Request for Proposal document.
Our objections are:

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

___ 4. We do not provide the services on which Proposals are requested.

___ 5. Other: _____

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

___ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

1
2 **SECTION 1. PROPOSAL SCHEDULE**
3
4
5

6 RFP Issued.....January 23, 2009
7

8
9 Final Questions, Comments and Requests for Clarifications Due to KCATA...February 2, 2009
10 2 p.m. local time
11

12
13 KCATA Issues Response to Final Questions, Comments and Requests
14 for Clarification.....February 9, 2009
15

16
17 RFP ClosingFebruary 19, 2009
18 2 p.m. local time
19

20 Interviews (Tentative).....February 26, 2009
21

22
23 Contract Award.....March 2009
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1
2 **SECTION 2. SCOPE OF SERVICES**

3
4 **Janitorial Service Specifications**
5 **At 74th Terrace and Broadway and 75th & Prospect**
6

7
8 **1. Scope**
9

- 10 a. Coverage:
11 The Contractor shall perform the following specified services throughout the
12 entire premises, including but not limited to all sidewalks, plaza area, lavatories,
13 passageways, service and utility areas, mechanical rooms, and fence lines.
14
15 b. Quality:
16 The intent of this specification is that the Contractor will provide cleaning
17 services customarily provided in a first-class office building.
18

19 **2. General**
20

- 21 a. Schedule:
22 All cleaning services shall be performed three days a week, Monday, Wednesday
23 and Friday. They must be performed between the hours of 6:00 a.m. through
24 10:00 p.m. local time.
25
26 b. Supervision:
27 Contractor shall perform monthly inspection of the property to check cleanliness
28 making sure employees/subcontractor stay within the contracted services.
29
30 c. Personnel:
31 Contractor shall employ, on the premises, only persons skilled in the work
32 assigned to them. Contractor shall promptly furnish substitute qualified persons
33 for any employees that, in the opinion of the owner, are unsatisfactory. All
34 Contractor personnel shall be bonded, and Contractor shall pay all wages, payroll
35 taxes and insurance required by union contracts, if any. Employees of the
36 cleaning service and person's authorized by KCATA are the only ones to be
37 allowed in the building.
38
39 d. Uniforms:
40
41 i. All Contractor personnel shall be properly uniformed and display
42 identification of the Contractor at all times.
43
44 ii. Contractor shall furnish proper cleaning materials, implements,
45 machinery, and supplies. The Contractor shall provide a separate
46 line item on all invoices for material cost, and provide receipts of
47 purchase for these costs.
48

- 1
2 e. Storage:
3 Owner shall provide Contractor with space on the premises for storage of cleaning
4 materials, hazardous materials NOT permitted.
5
6 f. Security:
7 While cleaning the building, Contractor's personnel will not admit anyone into
8 the building.
9
10 g. Emergencies:
11 The Contractor will be expected to respond when necessary to bonafide
12 emergencies (leaks, stoppage, damage, etc.) and report them to KCATA
13 management as soon as possible.
14

15 **3. Services**

- 16
17 a. Each Scheduled Cleaning
18
19 i. *Floors and Tile*
20 Floors will be swept, clean and wet mopped, using a germicidal detergent
21 approved by the owner. The floors will then be mopped dry and all
22 watermarks and stains wiped from walls and metal surfaces. Floors to be
23 buffed one time per week on first scheduled cleaning.
24
25 ii. *Metal Fixtures*
26 Wash and polish all mirrors, shelving, stainless steel fixtures, brushed
27 aluminum (excluding exposed piping below wash basins), towel
28 dispensers, hand dryers, receptacles, and any other metal accessories.
29 Contractor shall use only non-abrasive, non-acidic material to avoid
30 damage to metal fixtures.
31
32 iii. *Ceramic Fixtures*
33 Scour, wash and disinfect all basins, including faucet handles, bowls and
34 urinals with owner approved germicidal detergent solution, including
35 walls near urinals, special care must be taken to clean areas such as the
36 underside of toilet bowl rings and urinals to prevent build up of calcium
37 and iron oxide deposits. Wash both sides of toilet seats with germicidal
38 solution and wipe dry. Toilet seats are to be left in an upright position.
39 Pour water down all floor drains.
40
41 iv. *Janitors Closets and Storage Rooms*
42 These areas are to be kept in a neat, clean and orderly condition at all
43 times.
44
45 v. *Trash Removal*
46 Contractor will remove trash from all building and grounds, including
47 fence line each visit.

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b. Weekly

i. *Sidewalk Areas*

Powers wash all spots and stains as needed on the sidewalk area.

ii. *General*

It is the intention of the specification to keep lavatories thoroughly clean and not to use disinfectant to mask odors. All waste paper and sanitary napkin receptacles are to be thoroughly cleaned and new liners installed. Fill toilet tissue holders, seat covers containers, soap dispensers and sanitary napkin vending dispensers, and maintain the operation of the same keeping the entire property clean and litter free.

c. Quarterly

Light fixtures and Ceiling Grills

Remove light lenses and ceiling grills there possible. Wash thoroughly, dry, and replace.

d. Semi Annual Deep Detail Cleaning

1. Begin cleaning walls from top down and emphasis cleaning the corners top and bottom. Do extra scrubbing and cleaning on all ceramic fixtures inside and out, with disinfectant and germicidal detergent.
2. Take special care to polish and make all fixtures presentable.
3. Wash and polish mirrors.
4. Janitor closet and storage rooms are to be included in detail cleaning.
5. All floors are to be machine scrubbed and mopped.
6. Scrub and clean all doors inside and out.
7. Wash all waste paper cans and sanitary napkin receptacles, inside and out.
8. See that all soap dispensers are emptied, washed out and refilled.
9. Notify KCATA Plant Management Department each time the detail cleaning process is completed.

1 C. Before submitting a proposal the proposer should make all investigations and
2 examinations necessary to ascertain site or other conditions and requirements
3 affecting the full performance of the contract.
4

5 3.4 Authorization to Propose
6

7 If an individual doing business under a fictitious name makes the proposal, the proposal
8 should so state. If the proposal is made by a partnership, the full names and addresses of all
9 members of the partnership must be given and one principal member should sign the
10 proposal. If a corporation makes the proposal, an authorized officer should sign the
11 proposal in the corporate name. If the proposal is made by a joint venture, the full names
12 and addresses of all members of the joint venture should be given and one authorized
13 member should sign the proposal.
14

15 3.5 Incomplete and Late Submissions
16

17 A. Proposals may be withdrawn upon written request received by KCATA before
18 proposal closing. Withdrawal of a proposal does not prejudice the right of the
19 proposer to submit a new proposal, provided the new proposal is received before the
20 closing date. Incomplete proposals may render the proposal non-responsive.
21

22 B. Proposals received after time specified shall not be considered for award.
23

24 3.6 Modification of Proposals
25

26 Any proposals, modifications, or revisions received after the time specified for proposal
27 closing may not be considered.
28

29 3.7 Single Offer
30

31 In the event a single proposal is received, the proposal may be evaluated based on the
32 established criteria and KCATA may determine the reasonableness of the proposal price
33 through appropriate means including, but not limited to, price and cost analysis.
34

35 3.8 Unbalanced Proposal
36

37 The Authority may determine that an offer is unacceptable if the prices proposed are
38 materially unbalanced. An offer is materially unbalanced when it is based on prices
39 significantly less than cost for some work and prices which are significantly overstated in
40 relation to cost for other work.
41

42 3.9 Communications.
43

44 In cases where communication is required between bidders and the KCATA, such as
45 requests for information, instruction, clarification of specifications, approval of completed
46 work, etc., such communication shall be forwarded in writing directly to Joyce C. Young,
47 Buyer II. Electronic comments, questions and requests for clarification should be sent to

Joyce C. Young via email jyoung@kcata.org, and the message line should read “RFP #09-7013-26 RFP Janitorial Services for 74th Terrace & Broadway and 75th & Prospect”.

3.10 Protests

A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

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

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

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

B. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement the protester may appeal in writing to the KCATA General Manager. This request for a hearing should be in writing within five (5) days from the date from the KCATA Director of Procurement’s response.

C. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager’s response will be provided within ten (10) days after receipt of the request. The KCATA General Manager’s decision is final and no further action on the protest shall be taken by the KCATA.

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

E. Proposers should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails

1 to follow its procedure, or fails to review a complaint or protest; or 2) violations of
2 specific federal laws or regulations have occurred.

3
4 F. An appeal to FTA must be received by FTA’s regional office within five (5) days
5 after the date the protester learned or should have learned of an adverse decision
6 by the KCATA or other basis of appeal to FTA. Protests shall be addressed to:
7 Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City,
8 MO, 64106.
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1 4.3 Technical Proposal Content

2
3 A. To achieve a uniform review process and obtain the maximum degree of
4 compatibility, proposals must be organized as follows:

5
6 1. Title Page

7
8 Show the RFP number and title, the name of the firm, address, telephone
9 number(s), name and title of contact person, telephone number(s), email
10 address, facsimile number and date.

11
12 2. Table of Contents

13
14 Clearly identify the materials by section and page number.

15
16 3. Letter of Transmittal

17
18 The letter should be addressed to General Manager Mark E. Huffer and
19 signed by a corporate officer with authority to bind the firm. The letter must
20 contain the following:

- 21
22 a. Identification of proposing firm(s), including name, address,
23 telephone number(s) and email addresses of each subcontractor
24
25 b. Proposed working relationship among proposing firms (e.g., prime,
26 subcontractor), if applicable
27
28 c. Acknowledgement of receipt of RFP addenda, if any
29
30 d. Name, title, address, telephone number and email address of the
31 contact person for this project
32
33 e. Signature of a person authorized to bind the proposing firm to the
34 terms of the proposal
35
36 f. Briefly state the firm's understanding of the services to be performed
37 and make a positive commitment to provide the services as specified
38

39 4. Experience and Qualifications

- 40
41 a. This section should demonstrate the proposer's experience in
42 Janitorial Services. Describe direct experience administering
43 and operating under Janitorial Services. Detail any plans on
44 services the proposer will provide that are not specifically
45 required in this RFP.
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- b. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
 - c. Provide the names, telephone numbers, and email addresses of contract liaisons to which the firm reports for all contracts currently active, as well as all contracts ended or terminated within the past three (3) years. Indicate the reasons for all contracts terminated within the last three (3) years. Identify past/present relevant contracts for efforts similar to those required by this RFP.
5. Financial Condition of the Firm. Describe the legal organizational structure of the proposer and audited financial statements for 2 years to preclude concerns about the availability of operating funds and the future solvency of the organization. Provide information demonstrating that proposer has the necessary financial resources to perform the contract in a satisfactory manner.
6. Program Management
- a. This section should demonstrate the experience, skills and qualifications of key personnel and staff to perform the required services. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
 - b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
 - c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in similar operations to what is requested in the RFP and in what capacity they served at these other operations.
7. Subcontractor Utilization Plan. For each anticipated subcontract, provide:
- Subcontractor’s name, address, and telephone number including the name, title and telephone number of the contact person

- DBE category, if applicable
- Type(s) of goods or services to be provided
- Estimated value of subcontract
- The following signed and dated certification statement: *“I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.”*

8. Exceptions, Omissions and Sample Contract

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

9. Debarment

- a. The proposer must certify that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal

1 Procurement or Non-procurement Programs.”

- 2
- 3 b. The proposer agrees to refrain from awarding any subcontractor of
- 4 any amount (at any tier) to a debarred or suspended subcontractor,
- 5 and to obtain a similar certification from any subcontractor (at any
- 6 tier) seeking a contract exceeding \$25,000.
- 7
- 8 c. The proposer agrees to provide KCATA with a copy of each
- 9 conditioned debarment or suspension certification provided by a
- 10 prospective subcontractor at any tier, and to refrain from awarding
- 11 a subcontract with any party that has submitted a conditioned
- 12 debarment or suspension certification until FTA approval is
- 13 obtained.
- 14

15 10. Proposer Status and Affirmative Action

16

- 17 a. All firms doing business with the KCATA must be a registered
- 18 vendor, and must be in compliance with the Authority's affirmative
- 19 action requirements. Firms may be considered for certification by
- 20 the KCATA for such compliance by completing the information
- 21 required in the Vendor Registration Form. However, firms that are
- 22 currently in compliance need not duplicate this information. Please
- 23 contact KCATA's Procurement Department at (816) 346-0254 to
- 24 verify affirmative action compliance status.
- 25
- 26 b. The FTA’s EEO Program objectives are to ensure that FTA
- 27 applicants, recipients, subrecipients, contractors and/or
- 28 subcontractors (which include all businesses wishing to do business
- 29 with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).
- 30
- 31 c. Firms that do not have a current Affirmative Action compliance
- 32 certification with the KCATA must submit the following documents:
- 33
- 34 d. A copy of its current Affirmative Action Program and/or Policy
- 35 statement and a completed Workforce Analysis Report (Attachment
- 36 H1). Form AA1 or EEO-1 may be substituted.
- 37
- 38 e. A current certificate of Affirmative Action compliance from a local
- 39 government agency may be submitted in lieu of a program or policy
- 40 statement.
- 41
- 42 f. A letter requesting exemption from filing an Affirmative Action
- 43 Program if your firm has twenty-five (25) or fewer employees. A
- 44 signed, notarized letter on company letterhead listing the employees,
- 45 their race, sex, job title and annual salary must be submitted.
- 46

1 g. For questions on these requirements, or assistance in completing the
2 forms, please contact KCATA's Contracting/Supplier Diversity
3 Coordinator at (816) 346-0224.
4

5 11. Disclosure of Investigations/Actions. Proposer must provide a detailed
6 description of any investigation or litigation, including administrative
7 complaints or other administrative proceedings, involving any public
8 sector clients during the past five (5) years including the nature and status
9 of the investigation, and, for any litigation, the caption of the action, a
10 brief description of the action, the date of inception, current status, and, if
11 applicable, disposition.
12

13 4.4 Basis for Award

14
15 A. Award will be made on a best value basis to the responsive and responsible proposer
16 whose offer conforming to the solicitation is judged by an integrated assessment of
17 the evaluation criteria to be the most advantageous to the Authority based on
18 technical merit and cost.
19

20 B. In determining which proposal is most advantageous KCATA may award to the
21 proposer whose proposal offers the greatest business value to KCATA based upon
22 an analysis of a tradeoff of qualitative technical factors and price/cost.
23

24 C. KCATA will make the award to the responsible Proposer whose proposal is most
25 advantageous to the Authority. Accordingly the Authority may not necessarily
26 make an award to the proposer with the highest technical ranking not award to the
27 proposer with the lowest price proposal if doing so would not be in the overall best
28 interest of KCATA.
29

30 D. The overall criteria listed below are listed in relative order of importance. As
31 proposals are considered by the Authority to be more equal in their technical merit,
32 the evaluated cost or price becomes more important so that when technical proposals
33 are evaluated as essentially equal, cost or price may be the deciding factor.
34

35 4.5 Evaluation Criteria

36
37 A. Each technical proposal should enable the evaluation committee to make a thorough
38 evaluation and arrive at a sound determination as to whether or not the proposal will
39 meet KCATA's requirements. Each technical proposal must be so specific, detailed
40 and complete as to clearly and fully demonstrate that the proposer has a thorough
41 knowledge and understanding of the requirements and has valid and practical
42 solutions for technical problems. Statements which paraphrase the requirements or
43 attest that "standard procedures will be employed" are inadequate to demonstrate
44 how the proposer will comply with the requirements of this procurement.
45

46 B. Technical proposals will be evaluated by the evaluation committee on the basis of

1 the following criteria. Technical factors and price are weighted equally.
2

- 3 • Technical Criteria: demonstrate understanding of the scope of work by
4 submitting a detailed work plan for each site. (35 points)
 - 5 • Experience and professional capability of supervisors and personnel,
6 including subcontractors if applicable. (30 points)
 - 7 • Cost /Price (20 points)
 - 8 • References and past performance (15 points)
- 9

10
11 4.6 Cost Proposal
12

- 13 A. Only the proportionate share of costs, fixed or variable, associated with
14 this project shall be included in the cost proposal. The costs included in
15 the cost proposal should include all items of labor, materials, tools,
16 equipment and other costs necessary to fulfill the responsibilities for
17 providing the required services pursuant to this RFP. Any items omitted
18 from this RFP which are clearly necessary for the completion of the work
19 being proposed should be considered part of the work though not directly
20 specified or called for in this RFP.
21
- 22 B. Cost proposals will only be evaluated for those proposers whose technical proposals
23 are determined by the evaluation committee to be technically acceptable. Cost/price
24 must be fair and reasonable.
25

26 4.7 Interviews/Written Responses
27

- 28 A. After the submission of proposals, selected proposers with the highest
29 evaluation score(s) may be invited to interview with the evaluation
30 committee concerning its technical proposal. The evaluation committee
31 may also require a proposer(s) to submit written responses to questions
32 regarding its proposal.
33
- 34 B. Proposers selected for interview will be notified by telephone. Interviews
35 are tentatively scheduled for February 26, 2009. Selected proposers will
36 be informed as to the exact time.
37

38 4.8 Negotiations & Best and Final Offer (BAFO)
39

- 40 A. Additional contract negotiations may be required with the highest ranked
41 proposers prior to final contract award. KCATA may solicit a Best and Final
42 Offer (BAFO) from one or more proposers. KCATA may or may not contact all
43 proposers to negotiate and/or to submit a BAFO.
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B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Kansas City Area Transportation Authority.

1 attached hereto as Appendix C and hereby incorporated herein by reference (“Cost
2 Proposal”).

3 **5. MISCELLANEOUS PROVISIONS.**

4 The following Appendices are attached hereto and incorporated herein by reference as
5 part of this Contract. This Contract and any amendments issued hereafter, constitute the
6 entire Contract between the KCATA and the Contractor.

- 7 Appendix A. Contract Conditions; and
- 8 Appendix B. Scope of Services; and
- 9 Appendix C. Cost Proposal Submitted by Contractor

10
11 **IN WITNESS WHEREOF**, the parties hereto for themselves, their successors and permitted
12 assigns, executed this Agreement as of the day and year first above written.

13

14 _____
15 **(Contractor)**

**KANSAS CITY AREA TRANSPORTA-
TION AUTHORITY**

16

17
18 By _____

By _____

19
20 Name: _____

Etta J. Jackson
Director of Procurement

21
22 Title: _____

**APPENDIX A
CONTRACT CONDITIONS**

1. AGREEMENT IN ENTIRETY

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

2. 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 KCATA thereto. In the event of KCATA's 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 any permitted assignee and their respective successors, permitted assigns and legal representatives.

The KCATA reserves the right to assign Options on this Contract to other transit operators. If assigned, a statement shall be issued from KCATA authorizing the option assignment which shall be sent to the Contractor and transit operator. A separate Contract or Purchase Order will be entered into between the transit operator and Contractor. KCATA will not be responsible for any contracts related to assigned options exercised; provided, however, KCATA shall not be relieved from any duties or responsibilities under this Contract except and to the extent such duties and responsibilities are assumed by the assignee transit operator under separate contract between the assignee transit operator and Contractor.

3. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" Section of this Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of KCATA contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

4. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suite be commenced.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and

1 remedies otherwise imposed or available by law or equity. No action or failure to act by
2 KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall
3 any such action or failure to act constitute an approval of or acquiescence in any breach
4 hereunder, except as may be specifically agreed in writing.
5

6 If KCATA fails to perform its obligations or covenants under this Contract, then the
7 Contractor shall have such rights and remedies as provided by law and equity generally for
8 such a default. Provided, however, notwithstanding other provisions of this Contract, the
9 KCATA shall not be considered in default hereunder unless and until the Contractor has
10 given the KCATA written notice of the KCATA's failure to perform obligations or
11 covenants hereunder, and the KCATA has failed for fifteen (15) business days after receipt
12 of such notice to cure such failure.
13

14 **5. CHANGES**

15 KCATA at any time, by a written order, and without notice to the sureties, may make
16 changes within the general scope of this Contract. No such changes shall be made by the
17 Contractor without prior written approval by KCATA. If any such change causes an
18 increase or decrease in the cost of, or the time required for performance of this Contract,
19 whether changed or not changed by such order, an equitable adjustment shall be made by
20 written modification. Any Contractor's claim for adjustment under this clause must be
21 asserted in writing within 30 days from the date of receipt by the Contractor of the
22 notification of change. Nothing in this clause shall excuse the Contractor from proceeding
23 with this Contract as changed.
24

25 **6. CIVIL RIGHTS**

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

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

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

- 42 1. This Contract is subject to the requirements of Title 49, Code of Federal
43 Regulations, Part 26, Participation by Disadvantaged Business Enterprises

1 in Department of Transportation Financial Assistance Programs. The
2 national goal for participation of Disadvantaged Business Enterprises
3 (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 18
4 percent. A separate contract goal has not been established for this
5 procurement.
6

- 7
- 8 2. This contractor shall not discriminate on the basis of race, color national
9 origin, or sex in the performance of this Contract. The Contractor shall
10 carry out applicable requirements of 49 C.F.R. Part 26 in the award and
11 administration of this DOT-assisted contract. Failure by the Contractor to
12 carry out these requirements is a material breach of this Contract, which
13 may result in the termination of this Contract or such other remedy as
14 KCATA deems appropriate. Each subcontract the Contractor signs with a
15 subcontractor must include the assurance in this paragraph (see 49 C.F.R.
16 26.13(b)).
- 17 3. The Contractor is required to pay its subcontractors performing work
18 related to this Contract for satisfactory performance of that work no later
19 than 30 days after the Contractor's receipt of payment from that work from
20 the KCATA.
21
- 22 4. The Contractor must promptly notify KCATA whenever a DBE
23 subcontractor performing work related to this Contract is terminated or
24 fails to complete its work, and must make good faith efforts to engage
25 another DBE subcontractor to perform at least the same amount of work.
26 The Contractor may not terminate any DBE subcontractor and perform
27 that work through its own forces or those of an affiliate without prior
28 written consent of KCATA.
29

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

1 In the event of the Contractor’s non-compliance with nondiscrimination provisions
2 of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of
3 Transportation, or the City of Kansas City, Missouri, may determine to be
4 appropriate including, but not limited to withholding of payments to the Contractor
5 under this Contract until the Contractor complies, and/or cancellation, termination,
6 or suspension of the Contract, in whole or in part.
7

8 **E. ADA Access Requirements.** In accordance with Section 102 of the Americans
9 with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that
10 it will comply with the requirements of U.S. Equal Employment Opportunity
11 Commission (EEOC), “Regulations to Implement the Equal Employment
12 Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630,
13 pertaining to employment of persons with disabilities. In addition, the Contractor
14 agrees to comply with any implementing requirements FTA may issue.

15 **7. CONTRACTOR’S PERSONNEL**

16 All of the services required hereunder shall be performed by the Contractor or under its
17 supervision and all personnel engaged in the services shall be fully qualified and authorized
18 under state and local law to perform such services. Any change in the key personnel, as
19 described in Appendix D attached hereto, shall be subject to the written approval of
20 KCATA; such approval shall not be unreasonably withheld. The parties agree that at all
21 times during the entire term of this Contract that the persons listed in Contractor’s proposal
22 shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all
23 of the services of this Contract subject to the following paragraph on KCATA’s right to
24 remove personnel.
25

26 KCATA reserves the right to require the Contractor to remove any personnel and or
27 subcontractors for any cause provided such request for removal shall be documented in
28 writing giving reasons therefore to Consultant.
29

30 **8. CONTRACTOR’S RESPONSIBILITY**

31 No advantage shall be taken by the Contractor or its subcontractor of the omission of any
32 part or detail that goes to make any services, products, equipment or materials complete and
33 operable for use by KCATA. In case of any variance, this specification shall take
34 precedence over Contractor’s or subcontractor’s own specifications. The Contractor shall
35 assume responsibility for all products, equipment, materials and services used whether the
36 same is manufactured by the Contractor or purchased ready made from a source outside the
37 Contractor’s company. In the case of the replacement of a subcontractor, the Contractor
38 shall, within five (5) days, notify KCATA in writing of the replacement and provide name,
39 address, telephone number, and the type of service.
40

41 **9. DISPUTE RESOLUTION**

42 Except as otherwise provided in this Contract, any dispute concerning a question of fact
43 arising under this Contract which is not disposed of by Contract shall be decided by
44 KCATA’s Director of Procurement, who shall reduce the decision to writing and mail or

1 otherwise furnish a copy thereof to the Contractor. The decision of the KCATA Director of
2 Procurement shall be final and conclusive unless within ten (10) days from the date of
3 receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed
4 to the KCATA General Manager, with a copy to the KCATA Director of Procurement. The
5 determination of such appeal by the KCATA General Manager shall be final and conclusive
6 unless determined by a court of competent jurisdiction to have been fraudulent or capricious,
7 arbitrary, or not supported by substantial evidence. In connection with any appeal
8 proceeding under this clause the Contractor shall be afforded an opportunity to be heard and
9 to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and
10 unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with
11 performance in accordance with the KCATA Director of Procurement's decision.
12

13 The duties and obligations imposed by this Contract and the rights and remedies available
14 hereunder shall be in addition to and not a limitation of any duties, obligations, rights and
15 remedies otherwise imposed or available by law or equity.
16

17 No action or failure to act by the KCATA or Contractor shall constitute a waiver of any
18 right or duty afforded any of them under this Contract, nor shall any such action or failure to
19 act constitute an approval of or acquiescence in any breach thereunder, except as may be
20 specifically agreed in writing.
21

22 **10. EMPLOYEE PROTECTIONS**

23 **Contract Work Hours and Safety Standards Act.**

24 1. Overtime Requirements. No Contractor or subcontractor contracting for any part
25 of the contract work under this Contract which may require or involve the
26 employment of laborers or mechanics shall require or permit any such laborer or
27 mechanic in any workweek in which he or she is employed on such work to work
28 in excess of forty hours in such workweek unless such laborer or mechanic
29 receives compensation at a rate not less than one and one-half times the basic rate
30 of pay for all hours worked in excess of forty hours in such workweek.
31

32 2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any
33 violation of the clause set forth in Paragraph 1 of this section the Contractor and
34 any subcontractor responsible therefore shall be liable for the unpaid wages. In
35 addition, such Contractor and subcontractor shall be liable to the United States for
36 liquidated damages. Such liquidated damages shall be computed with respect to
37 each individual laborer or mechanic, including watchmen and guards, employed
38 in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10
39 for each calendar day on which such individual was required or permitted to work
40 in excess of the standard workweek of forty hours without payment of the
41 overtime wages required by the clause set forth in Paragraph 1 of this section.
42

43 3. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall
44 upon its own action or upon written request of an authorized representative of the
45 U.S. Department of Labor withhold or cause to be withheld, from any moneys

1 payable on account of work performed by the Contractor or subcontractor under
2 any such contract or any other Federal contract with the same prime Contractor,
3 or any other federally-assisted contract subject to the Contract Work Hours and
4 Safety Standards Act, which is held by the same prime Contractor, such sums as
5 may be determined to be necessary to satisfy any liabilities of such Contractor or
6 subcontractor for unpaid wages and liquidated damages as provided in the clause
7 set forth in Paragraph 2 of this section.
8

9 4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the
10 clauses set forth in Paragraphs 1 through 4 of this section and also a clause
11 requiring the subcontractors to include these clauses in any lower tier
12 subcontracts. The prime Contractor shall be responsible for compliance by any
13 subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1
14 through 4 of this section.
15

16 **11. GOVERNING LAW; choice of judicial forum**

17 This Contract shall be deemed to have been made in, and be construed in accordance with,
18 the laws of the State of Missouri, except those pertaining to conflicts of laws. **ANY**
19 **ACTION OF LAW, SUIT IN EQUITY, OR OTHER JUDICIAL PROCEEDING TO**
20 **ENFORCE OR CONSTRUE THIS CONTRACT, RESPECTING ITS ALLEGED**
21 **BREACH, SHALL BE INSTITUTED ONLY IN THE CIRCUIT COURT OF**
22 **JACKSON COUNTY, MISSOURI.**
23

24 **12. HEADINGS**

25 The headings included in this Contract are inserted only as a matter of convenience and for
26 reference, and in no way define, limit or describe the scope of intent of any provision, and
27 shall not be construed to affect, in any manner, the terms and provisions hereof of the
28 interpretation or construction thereof.
29

30 **13. INDEPENDENT CONTRACTOR**

31 The parties hereto agree that the Contractor is an independent contractor under this Contract.
32 Under no circumstance shall the Contractor be considered an agent, employee or
33 representative of KCATA and KCATA shall not be liable for any claims, losses, damages,
34 or liabilities of any kind resulting from any action taken or failed to be taken by the
35 Contractor.
36

37 The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment
38 necessary to perform all the Services under this Contract in an orderly, timely, and efficient
39 manner, consistent with professional skill, care and the orderly progress of the Project.
40

41 **14. INSURANCE**

42 The insurance required under the purchase order or contract shall be written for not less than
43 any limits of liability required by law or by those set forth below, whichever is greater, and
44 shall include contractual liability insurance as applicable to the Contractor's obligations
45 under the Liability and Indemnification section below. All policies, except Professional

1 Liability and Workers Compensation policies, shall name the KCATA, its commissioners,
2 officers and employees as additional insureds. The policies shall provide coverage
3 applicable to the operations of KCATA. Explosion, collapse and underground coverage
4 shall not be excluded. The insurance should be written with companies acceptable to the
5 KCATA and the companies should have a minimum A.M. Best's insurance rating of A-
6 (VIII). An exception to the minimum A.M. Best rating is granted for Workers
7 Compensation exposures insured through the Builders Association Self Insurance Fund
8 (BASIF) or Missouri Employers Mutual Insurance Company.
9

10 The Contractor shall be required to furnish to KCATA copies of required insurance policies
11 and relevant additional insured endorsements of insurance prior to issuance of the KCATA
12 purchase order or execution of the contract. If copies of the required insurance policies or
13 endorsements are not then available, the Contractor shall be required to furnish certificates
14 of insurance prior to execution of the contract, and thereafter furnish copies of the policies
15 and additional insured endorsements, from time to time, whenever reasonably requested by
16 KCATA. The certificates (with the exception of Professional Liability and Workers
17 Compensation coverage) shall specifically state that:
18

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

29 Further, from time to time and whenever reasonably requested by KCATA, the Contractor
30 shall represent and warrant to KCATA (1) the extent to which the insurance limits identified
31 below have been, or may be, eroded due to paid or pending claims under the policies; and
32 (2) the identity of other entities or individuals covered as an additional insured on the
33 policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense
34 costs under the policies is in addition to, and not part of the liability limits stated in the
35 policies.
36

37 All such insurance, with the exception of Professional Liability coverage, shall contain
38 endorsements that the policies may not be canceled or amended or allowed to lapse by the
39 insurers with respect to KCATA its commissioners, officers and employers by the insurance
40 company without thirty (30) days prior notice by certified mail to KCATA in addition to the
41 Named Insured (s) and that denial of coverage or voiding of the policy for failure of
42 Contractor to comply with its terms shall not affect the interest of KCATA, its
43 commissioners, officers and employees thereunder.
44

1 If the contractor or its insurance agent has any questions pertaining to the insurance
2 requirements, contact the KCATA's Loss Prevention Manager, Darlene Arnett, at (816) 346-
3 0241. The requirements for insurance coverage are separate and independent of any other
4 provision under the KCATA purchase order or the contract.
5

6 The requirements for insurance coverage are separate and independent of any other
7 provision hereunder.
8

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

10 Workers Compensation: Statutory
11 Employer's Liability Limit: Bodily Injury by Accident: \$500,000 each accident
12 Bodily Injury by Disease: \$500,000 each employee
13 Bodily Injury by Disease: \$500,000 policy limit
14

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

19 **B. Commercial General Liability:**

20 Bodily Injury and Property Damage: \$1,000,000 Each Occurrence,
21 \$2,000,000 Annual Aggregate
22

23 Contractor shall procure and maintain at all times during the term of the KCATA
24 purchase order or the contract commercial general liability insurance for liability
25 arising out of the operations of the Contractor and any subcontractors. The policy
26 (ies) shall include coverage for the Contractor's and subcontractors' products and
27 completed operations. The policy (ies) shall name as an additional insured, in
28 connection with Contractor's activities, the KCATA, its commissioners, officers,
29 and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case
30 of a Blanket Endorsement), or such other additional insured forms acceptable to
31 KCATA. The Insurer(s) shall agree that its policy (ies) is primary insurance and
32 that it shall be liable for the full amount of any loss up to and including the total
33 limit of liability without right of contribution from any other insurance or self-
34 insurance KCATA may have.
35

36 **C. Auto Liability:**

37 Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit
38

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

1 **15. LIABILITY AND INDEMNIFICATION**

2 **A. Contractor’s Liability.** Contractor shall be liable for all damages to persons
3 (including employees of Contractor) or property of any type that may occur as a
4 result of any act or omission by Contractor, any subcontractors, or sub-
5 subcontractor, their respective agents or anyone directly employed by any of them
6 or anyone for whose acts any of them may be liable or arising out of any products,
7 equipment or materials provided or services rendered under this Contract.

8 **B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and
9 relinquish any right of subrogation or claim against KCATA, its commissioners,
10 officers and employees arising out of the use of KCATA’s premises (including
11 any equipment) by any party in performance of this Contract.

12 **C. Indemnification.** To the fullest extent permitted by law, Contractor agrees to and
13 shall indemnify, defend and hold harmless KCATA, its Commissioners, officers
14 and employees from and against any and all claims, losses, damages, causes of
15 action, suits, liens and liability of every kind, (including all expenses of litigation,
16 expert witness fees, court costs and attorneys’ fees whether or not suit be
17 commenced) by or to any person or entity (collectively the “Liabilities”) arising
18 out of, caused by, or resulting from the acts or omissions of Contractor,
19 subcontractors, or sub-subcontractors, their respective agents or anyone directly
20 or indirectly employed by any of them in performing work under this Contract,
21 and provided such claim is attributable to bodily injury, sickness, disease or death
22 of any person, or injury to or destruction of property, including consequential
23 damages, regardless of whether or not such claim, damage, loss or expense is
24 caused in part by a party indemnified hereunder, so long as such Liabilities are
25 not caused by the sole negligence or willful misconduct of a party indemnified
26 hereunder. Such obligation shall not be construed to negate, abridge or otherwise
27 reduce other rights or obligations of indemnity which would otherwise exist as to
28 a party or person described in this paragraph.

29 In claims against any person or entity indemnified under this Section, by an
30 employee of Contractor, subcontractor or sub-subcontractor or anyone directly or
31 indirectly employed by any of them, the indemnification obligation shall not be
32 limited by a limitation on the amount or type of damages, compensation or
33 benefits payable by or for the Contractor, subcontractor, or sub-subcontractor
34 under worker’s compensation acts, disability benefit acts or other employee
35 benefit acts.

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

39 If any action at law or suit in equity is instituted by any third party against
40 KCATA, or its commissioners, officers or employees arising out of or resulting
41 from the acts of Contractor, a subcontractor or sub-subcontractor, their respective
42 agents or anyone directly or indirectly employed by any of them in providing

1 products, equipment or materials, or in performing work or services, under this
2 Contract, and if Contractor has failed to provide insurance coverage to KCATA
3 against such action as required herein or otherwise refuses to defend such action,
4 KCATA shall have the right to conduct and control, through counsel of its
5 choosing, the defense of any third party claim, action or suit, and may
6 compromise or settle the same, provided that KCATA shall give the Contractor
7 advance notice of any proposed compromise or settlement. KCATA shall permit
8 Contractor to participate in the defense of any such action or suit through counsel
9 chosen by the Contractor, provided that the fees and expenses of such counsel
10 shall be borne by Contractor. If KCATA permits Contractor to undertake,
11 conduct and control the conduct and settlement of such action or suit, Contractor
12 shall not consent to any settlement that does not include as an unconditional term
13 thereof the giving of a complete release from liability with respect to such action
14 or suit to KCATA. Contractor shall promptly reimburse KCATA for the full
15 amount of any damages, including fees and expenses of counsel for KCATA,
16 incurred in connection with any such action.

17 **16. LICENSES AND PERMITS**

18 The Contractor shall, without additional expense to KCATA, be responsible for obtaining
19 any necessary licenses and permits, and for complying with all federal, state, and municipal
20 laws, codes, and regulations applicable to the providing of products, equipment or materials,
21 or the performance of the Services, under this Contract.

22
23 The Contractor shall comply with all applicable and current rules, regulations and
24 ordinances of any applicable federal, state, county or municipal governmental body or
25 authority, including those as set forth by the Environmental Protection Agency (EPA), the
26 Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and
27 Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of
28 Kansas City, Missouri.

29
30 **17. NOTIFICATION AND COMMUNICATION**

- 31 A. Communications regarding technical issues and activities of the project shall be
32 exchanged with KCATA's _____ (title).
- 33 B. Issues regarding the Contract, changes, amendments, etc. are the responsibility of
34 KCATA's Procurement Department. All notices and communications on all
35 matters regarding this Contract may be given by delivery or by mailing the same
36 postage prepaid, addressed to the following:

37
38 If to KCATA: Etta J. Jackson, Director of Procurement
39 Kansas City Area Transportation Authority
40 1350 East 17th Street
41 Kansas City, MO 64108

1 authorized in writing by KCATA in its sole discretion.
2

3 Any contractor, subcontractor, employee or agent thereof, who has a firearm or other
4 weapon, including those used for recreational purposes, in his/her possession, including on
5 his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or
6 accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time
7 while performing KCATA contracted services or on KCATA property, including parking
8 lots, concealed or not, shall be immediately prohibited from performing any further KCATA
9 work, even if the person has a permit to carry a concealed weapon.
10

11 Any KCATA contractor, subcontractor, employee or agent thereof, while performing
12 KCATA contracted services or on any KCATA property or facilities, who has in his/her
13 possession, carries, transports, displays, uses, flourishes, or threatens another person with a
14 weapon, radioactive material, biochemical material or other dangerous weapon, object or
15 material, which has the capability of inflicting bodily injury, shall be immediately prohibited
16 from performing any further KCATA work.
17

18 **20. RECORD RETENTION AND ACCESS**

19 The Contractor agrees that, during the course of this Contract and any extensions thereof,
20 and for three (3) years thereafter, it will maintain intact and readily accessible to the
21 KCATA all data, documents, reports, records, contracts, and supporting materials relating to
22 this Contract. In the event of litigation or settlement of claims arising from the performance
23 of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims
24 or exceptions related thereto have been disposed.
25

26 The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller
27 General of the United States, and representatives of KCATA participating communities, to
28 inspect all work, materials, construction sites, payrolls, and other data and records, and to
29 audit the books, records, and accounts of the Contractor relating to its performance under
30 this Contract.
31

32 The Contractor agrees to permit any of the foregoing parties to reproduce by any means
33 whatsoever or to copy excerpts and transcriptions as reasonably needed.
34

35 **21. REQUESTS FOR PAYMENT**

36 Invoices requesting payment shall be submitted directly to KCATA's Procurement
37 Department. All invoices shall be numbered, dated and submitted in duplicate, and contain
38 full descriptive information of products, equipment, materials, work or services furnished.
39 All invoices and correspondence shall reference KCATA's Purchase Order number.
40 Separate invoices shall be submitted for each purchase order or work (task) order.
41

42 Contracts containing subcontractors shall provide a detailed breakout by prime, majority
43 subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment.
44 Invoice shall contain a summary section which shows current payment and cumulative.
45 KCATA may perform random audits and contact minority subcontractors to confirm the

1 reported participation. Failure to meet the contracted goal without documented evidence of
2 a good faith effort may result in the termination of this Contract.

3
4 Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2)
5 30 days after KCATA's acceptance of products, equipment, materials or supplies delivered
6 or services performed by the Contractor. On a final invoice where the payment amount is
7 subject to contract settlement actions, acceptance shall be deemed to have occurred on the
8 effective date of the contract settlement.

9
10 All final invoices shall be submitted to KCATA within 90 days of project completion or
11 contract termination. Invoices submitted more than 90 days after project completion or
12 contract termination will not be valid and will not be paid.

13
14 **22. RIGHT TO OFFSET; PAYMENTS UNDER PROTEST**

15 KCATA, without waiver or limitation of any rights, may deduct from any amounts due
16 Contractor in connection with this Contract, any amounts owed by Contractor to KCATA,
17 including amounts owed by Contractor pursuant to Contractor's obligation to indemnify
18 KCATA against third party claims arising out of Contractor's performance of work under
19 this Contract.

20
21 If at any time a dispute shall arise as to any amount or sum of money to be paid by one party
22 to the other party, under the provisions of this Contract, the party against whom the
23 obligation to pay the money is asserted shall have the right to make payment "under protest"
24 and such payment shall not be regarded as a voluntary payment and there shall survive the
25 right on the part of said party to institute permitted actions for the recovery of such protested
26 sum, and if it shall be finally determined that there was no legal obligation on the part of
27 said party to pay such sum or any part thereof, said party shall be entitled to recover such
28 sum or so much thereof as it was not legally required to pay under the provisions of this
29 Contract, together with interest thereon at 8% per annum if paid to the other party. If at any
30 time a dispute shall arise between the parties hereto as to any work to be performed by either
31 of them under the provisions hereof, the party against whom the obligation to perform the
32 work is asserted may perform such work and pay the cost thereof "under protest" and the
33 performance of such work shall in no event be regarded as a voluntary performance and
34 there shall survive the right on the part of said party to institute permitted actions for the
35 recovery of the cost of such work, and if it shall be adjudged that there was no legal
36 obligation on the part of said party to perform the same or any part thereof, said party shall
37 be entitled to recover the cost of such work or the cost of so much thereof as said party was
38 not legally required to perform under the provisions of this Contract, together with interest
39 thereon at 8% per annum.

40
41 **23. SEVERABILITY**

42 If any clause or provision of this Contract is declared to be invalid by any court of
43 competent jurisdiction, then and in that event, the remaining provisions hereof shall remain
44 in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or
45 unenforceable, there shall be added as a part of this Contract, a clause or provision as similar

1 in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and
2 be legal, valid, and enforceable.
3

4 **24. SUBCONTRACTORS**

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

19 *A breakdown of all payments to subcontractors shall be included with Contractor's*
20 *payment requests submitted to KCATA.*

21 **25. SUSPENSION OF WORK**

22 KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part
23 of the services under this Contract for the period of time that KCATA determines
24 appropriate for the convenience of KCATA.
25

26 **26. TAXPAYER IDENTIFICATION NUMBER (TIN)**

27 The Contractor is required to provide its TIN, which is the number required by the IRS to be
28 used by KCATA in reporting income tax and other returns. The TIN provided by the
29 Contractor is _____.
30

31 By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS
32 reporting purposes.
33

34 **27. TERMINATION**

35 **A. Termination for Convenience.** The KCATA may terminate this Contract, in
36 whole or in part, at any time by written notice to the Contractor when it is in
37 KCATA's best interest. The Contractor will only be paid the Contract Sum for
38 products, equipment, materials or supplies delivered and accepted, or work or
39 services performed in accordance with the manner of performance set forth in this
40 Contract. If the Contractor has any property in its possession or under its control
41 belonging to the KCATA, the Contractor will account for same, and dispose of it
42 in the manner the KCATA directs.

1 **B. Funding Contingency.** If this Contract is subject to financial assistance provided
2 by the U.S. Department of Transportation, the Contractor agrees that withdrawal
3 or termination of such financial assistance by the U.S. DOT may require KCATA
4 to terminate this Contract in accordance with other provisions of this Contract.

5 **C. Termination for Default [Breach or Cause].** If the Contractor does not deliver
6 products, equipment, materials or supplies in accordance with the contract
7 delivery schedule, or if the Contract is for work or services, and the Contractor
8 fails to perform in the manner called for in this Contract, or if the Contractor fails
9 to comply with any other provisions of this Contract, KCATA may terminate this
10 Contract for default. Termination shall be effected by serving a notice of
11 termination on the Contractor setting forth the manner in which the Contractor is
12 in default. The Contractor will only be paid the contract price for products,
13 equipment, materials or supplies delivered and accepted, or work or services
14 performed in accordance with the manner of performance set forth in this
15 Contract.

16 If the termination is for failure of the Contractor to fulfill the project contract
17 obligations, KCATA may complete the project in question by contract or
18 otherwise and the Contractor shall be liable for any additional cost incurred by
19 KCATA.

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

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

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

35 **E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive
36 its remedies for any breach by Contractor of any covenant, term or condition of
37 this Contract, such waiver by KCATA shall not limit KCATA's remedies for any
38 succeeding breach of that or of any other term, covenant, or condition of this
39 Contract.

40 **F. Property of KCATA.** Upon termination of this Contract for any reason, and if
41 the Contractor has any property in its possession or under its control belonging to

1 KCATA, the Contractor shall protect and preserve the property, account for the
2 same, and dispose of it in the manner KCATA directs. Upon termination of this
3 Contract for any reason, the Contractor shall (1) immediately discontinue all work
4 or services affected (unless the notice directs otherwise), and (2) deliver to
5 KCATA's Project Manager all data, drawings, specifications, reports, estimates,
6 summaries, and other information and materials accumulated in performing this
7 Contract, whether completed or in process.

8 **28. GENERAL PROVISIONS**

9 **A. No Third Party Beneficiaries.** The parties do not intend to confer any benefit
10 hereunder on any person, firm or entity other than the parties hereto.

11 **B. Extensions of Time.** No extension of time for performance of any Contractor
12 obligations or acts shall be deemed an extension of time for performance of any
13 other obligations or acts.

14 **C. Binding Effect.** This Contract shall bind and inure to the benefit of the legal
15 representatives, successors and permitted assigns of the parties.

16 **D. Counterparts.** This Contract may be executed at different times and in two or
17 more counterparts and all counterparts so executed shall for all purposes
18 constitute one contract, binding on all the parties hereto, notwithstanding that all
19 parties shall not have executed the same counterpart. And, in proving this
20 Contract, it shall not be necessary to produce or account for more than one such
21 counterpart executed by the party against whom enforcement is sought.

22 **E. Headings.** The headings or captions used in connection with the Sections and
23 Subsections of this Contract are for convenience of reference only and shall not
24 be deemed to construe or limit the meaning or language of this Contract.

25 **F. Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the
26 singular includes the plural and the plural the singular; (b) words importing any
27 gender include the other genders; and (c) references to persons or parties include
28 their permitted successors and assigns. The parties recognize and agree that many
29 of the laws, regulations, policies, procedures and directives stated as governing
30 the Contractor's performance of its work or services, or the supplying of products,
31 equipment, or materials, pursuant to this Contract are subject to updating,
32 amendment or replacement. Therefore, all such references in this Contract are
33 agreed by the parties to be deemed to refer to the then current updated, amended
34 or replacement form of such laws, regulations, policies, procedures and directives
35 in effect at the applicable time during the term of this Contract and the same are
36 hereby incorporated into this Contract by this reference.

37 **G. When Effective.** Notwithstanding any provision contained in this Contract to the
38 contrary, this Contract shall become effective only after the execution and
39 delivery of this Contract by each of the parties hereto and no course of conduct,

1 oral contract or written memoranda shall bind the parties hereto with respect to
2 the subject matter hereof except this Contract.

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

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

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

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

31 Contractor's Initials _____

32
33 KCATA's Initials _____

APPENDIX B
SCOPE OF SERVICES
Janitorial Service Specifications for facilities:
74th Terrace and Broadway and 75th & Prospect

1. Scope

a. Coverage:

The Contractor shall perform the following specified services throughout the entire premises, including but not limited to all sidewalks, plaza area, lavatories, passageways, service and utility areas, mechanical rooms, and fence lines.

b. Quality:

The intent of this specification is that the Contractor will provide cleaning services customarily provided in a first-class office building.

2. General

a. Schedule:

All cleaning services shall be performed three days a week, Monday, Wednesday and Friday. They must be performed between the hours of 6:00 a.m. through 10:00 p.m. local time.

b. Supervision:

Contractor shall perform monthly inspection of the property to check cleanliness.

c. Personnel:

Contractor shall employ, on the premises, only persons skilled in the work assigned to them. Contractor shall promptly furnish substitute qualified persons for any employees that, in the opinion of the owner, are unsatisfactory. All Contractor personnel shall be bonded, and Contractor shall pay all wages, payroll taxes and insurance required by union contracts, if any. Employees of the cleaning service are the only ones to be allowed in the building.

d. Uniforms:

i. All Contractor personnel shall be properly uniformed and display identification of the Contractor at all times.

ii. Contractor shall furnish proper cleaning materials, implements, machinery, and supplies. The Contractor shall provide a separate line item on all invoices for material cost, and provide receipts of purchase for these costs.

e. Storage:

Owner shall provide Contractor with space on the premises for storage of cleaning

materials, (hazardous materials NOT permitted per manager's scope of work), implements, and machinery.

- f. Security:
While cleaning the building, Contractor's personnel will not admit anyone into the building.
- g. Emergencies:
The Contractor will be expected to respond when necessary to bonafide emergencies (leaks, stoppage, damage, etc.) and report them to KCATA management as soon as possible.

3. Services

- a. Each Scheduled Cleaning
 - i. *Floors and Tile*
Floors will be swept, clean and wet mopped, using a germicidal detergent approved by the owner. The floors will then be mopped dry and all watermarks and stains wiped from walls and metal surfaces. Floors to be buffed one time per week on first scheduled cleaning.
 - ii. *Metal Fixtures*
Wash and polish all mirrors, powder shelved, bright work (excluding exposed piping below wash basins), towel dispensers, hand dryers, receptacles, and any other metal accessories. Contractor shall use only non-abrasive, non-acidic material to avoid damage to metal fixtures.
 - iii. *Ceramic Fixtures*
Scour, wash and disinfect all basins, including faucet handles, bowls and urinals with owner approved germicidal detergent solution, including walls near urinals, special care must be taken to clean areas such as the underside of toilet bowl rings and urinals to prevent build up of calcium and iron oxide deposits. Wash both sides of toilet seats with germicidal solution and wipe dry. Toilet seats are to be left in an upright position. Pour water down all floor drains.
 - iv. *Janitors Closets and Storage Rooms*
These areas are to be kept in a neat, clean and orderly condition at all times.
 - v. *Trash Removal*
Contractor will remove trash from all building and grounds, including fence line each visit.

b. Weekly

i. *Sidewalk Areas*

Powers wash all spots and stains as needed on the sidewalk area.

ii. *General*

It is the intention of the specification to keep lavatories thoroughly clean and not to use disinfectant to mask odors. All waste paper and sanitary napkin receptacles are to be thoroughly cleaned and new liners installed. Fill toilet tissue holders, seat covers containers, soap dispensers and sanitary napkin vending dispensers, and maintain the operation of the same keeping the entire property clean and litter free.

c. Quarterly

Light fixtures and Ceiling Grills

Remove light lenses and ceiling grills there possible. Wash thoroughly, dry, and replace.

d. Simi Annual Deep Detail Cleaning

1. Begin cleaning walls from top down and emphasis cleaning the corners top and bottom. Do extra scrubbing and cleaning on all ceramic fixtures inside and out, with disinfectant and germicidal detergent.
2. Take special care to polish and make all fixtures presentable.
3. Wash and polish mirrors.
4. Janitor closet and storage rooms are to be included in detail cleaning.
5. All floors are to be machine scrubbed and mopped.
6. Scrub and clean all doors inside and out.
7. Wash all waste paper cans and sanitary napkin receptacles, inside and out.
8. See that all soap dispensers are emptied, washed out and refilled.
9. Notify KCATA Plant Management Department each time the detail cleaning process is completed.

**ATTACHMENT B
PROPOSAL CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

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

- _____ Proposal Response Form (Attachment C)
- _____ Contractor’s Relative Experience/Reference Form (Attachment B)
- _____ Vendor Registration Form (Attachment D)
- _____ Certification of Debarment (Primary and Lower-Tier) Form (Attachment F)
- _____ Work Force Analysis Report Form (Attachment E-2; Unless Already on File with KCATA)
- _____ Vendor List (Attachment G)
- _____ Receipt of Addenda Form (if issued)
- _____ Audited Financial Statements for Past Two Years

**ATTACHMENT C
REFERENCES FORM**

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

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

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

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

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

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

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

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

Proposal Number: _____ Date of Issuance: _____

For: _____

KCATA Representative and Title: _____

Telephone #: _____ Fax #: _____ Email: _____

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

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

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

Name (Type/Print) _____ Telephone #/Fax # _____

The KCATA hereby accepts the offer submitted by your company in response to the Request for Proposals/Bid and for the items listed.

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

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

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

Authorized Signature for KCATA _____

Title _____ Date _____

**ATTACHMENT D-2A
 PROPOSAL RESPONSE FORM
 #09-7013-26
 JANITORIAL SERVICES / 74TH TERRACE AND BROADWAY**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
Janitorial Service (1 st Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (2nd Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (3rd Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
GRAND TOTAL			\$ _____

**ATTACHMENT D-2B
 PROPOSAL RESPONSE FORM
 #09-7013-26
 JANITORIAL SERVICES / 74TH TERRACE AND BROADWAY**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
Janitorial Service (1 st Option Year)	8 Monthly	\$ _____	\$ _____
	2 Quarterly	\$ _____	\$ _____
	2 Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (2 nd Option Year)	8 Monthly	\$ _____	\$ _____
	2 Quarterly	\$ _____	\$ _____
	2 Semi-Annual (include quarterly)	\$ _____	\$ _____
GRAND TOTAL			\$ _____

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

COMPANY NAME (Type or Print) _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME (Type or Print) _____ TELEPHONE () _____

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

**ATTACHMENT D-3A
PROPOSAL RESPONSE FORM
#09-7013-26
Janitorial Services / 75th & Prospect**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
Janitorial Service (1 st Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (2nd Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (3rd Year)	(8) Monthly	\$ _____	\$ _____
	(2) Quarterly	\$ _____	\$ _____
	(2) Semi-Annual (include quarterly)	\$ _____	\$ _____
GRAND TOTAL			\$ _____

**ATTACHMENT D-3B
PROPOSAL RESPONSE FORM
#09-7013-26
Janitorial Services / 75th & Prospect**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
Janitorial Service (1 st Option Year)	8 Monthly	\$ _____	\$ _____
	2 Quarterly	\$ _____	\$ _____
	2 Semi-Annual (include quarterly)	\$ _____	\$ _____
Janitorial Service (2 nd Option Year)	8 Monthly	\$ _____	\$ _____
	2 Quarterly	\$ _____	\$ _____
	2 Semi-Annual (include quarterly)	\$ _____	\$ _____
GRAND TOTAL			\$ _____

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

COMPANY NAME (Type or Print) _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME (Type or Print) _____ TELEPHONE () _____

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



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

(FOR KCATA USE ONLY)
BIDDER/VENDOR

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

APPLICATION

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) _____ PhoneNo.(____) _____
 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.

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.

REF: Federal Register 49 CFR, Part 26.

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

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.

KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIRMATIVE ACTION CERTIFICATION PROCESS

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with the KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include the following documents to the KCATA's Procurement office:

1. A current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.
2. A written Affirmative Action plan (a sample copy of the Authority's Affirmative Action Policy Statement is enclosed), in accordance with the enclosed list of component parts.
3. A current Workforce Analysis Form (enclosed).
4. A formal request for exemption from #1 and #2 above, if your firm has twenty-five (25) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE office, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE

KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIRMATIVE ACTION PROGRAM POLICY STATEMENT

It is the employment policy and practice of the Kansas City Area Transportation Authority to recruit and hire employees without discrimination because of race, color, religion, national origin, sex, age, disability, or Vietnam Veteran status, and to treat all employees equally with respect to compensation, training, benefits, promotions, transfers, layoffs, suspensions, and discharges, as well as opportunities for advancement.

In furtherance of these policies and practices, the Authority has designed and agreed to implement an Affirmative Action Program in accordance with the provisions of Federal Transit Administration (FTA) Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," dated July 26, 1988; and Part II, Section 20, "Civil Rights," of the Standard FTA Grant Master Agreement.

The Authority will annually assess its work force to determine any underutilization of affected groups and will establish goals and timetables to remedy any deficiencies. Directors of the Authority will be evaluated on Equal Employment Opportunity goal attainment just as they are evaluated on other goals of the Authority.

The Kansas City Area Transportation Authority has agreed to assert leadership within the community and to put forth maximum effort to achieve full employment and to utilize and develop the capabilities and productivity of all citizens.

The Authority further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will therefore implement this Affirmative Action Program in a positive and aggressive manner and will make known its commitment to provide equal opportunities within the Authority on the basis of individual merit.

The Board of Commissioners solicits and encourages all persons to seek opportunities with the Kansas City Area Transportation Authority and to take advantage of advancement possibilities.

Chairman, KCATA Board of Commissioners

General Manager, KCATA
February 24, 1999

COMPONENT PARTS OF AN ACCEPTABLE AFFIRMATIVE ACTION PLAN

- Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;
- Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;
- An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
- Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
- An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
- All data submitted must reflect current year figures.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

<u>Name</u>	<u>Job Title</u>	<u>Gender</u>	<u>Race</u>	<u>Salary Range</u>
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Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

ATTACHMENT F
GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

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

JOB CATEGORIES

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

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

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

TYPE OF BUSINESS: Manufacturing __, Wholesale __, Construction __, Regular Dealer __, Selling Agent __, Service Establishment __, Other:

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

**ATTACHMENT G-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT G-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

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

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

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

Signature and Title of Authorized Official

Date

**ATTACHMENT H
VENDOR'S LIST**

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