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

Request for Proposals

Proposal #10-7004-52

**Transit Tire Lease based on Mileage and
On-Site Tire Service Support**

Date: February 18, 2010

Contact: Jim Mellody, Procurement Manager

Telephone Number: (816) 346-0279

FAX Number: (816) 346-0336

E-Mail: jmellody@kcata.org

Date February 18, 2010

Proposal #10-7004-52

Transit Tire Lease based on Mileage and On-Site Tire Service Support

NOTICE OF REQUEST FOR PROPOSALS (RFP)

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 tire leasing on a cost per mileage basis and on-site service and support. The Supplier shall furnish tires, service, inspection, account for and maintain a replacement supply of tires for the Authority's fleet, as hereinafter described. The KCATA currently operates 85 thirty foot buses, 162 forty foot buses, 13 forty two foot BRT buses and 31 cut-away buses. The Supplier shall be regularly engaged in the business of leasing bus tires and shall furnish a minimum list of three (3) transit properties presently and recently serviced under tire lease contracts. The term of the contract will be for six (6) years with two (2) two-year options to extend.

Proposals must be submitted received with all required submittals as stated in the RFP no later than 2:00pm local time on March 18, 2010. Please reference RFP #10-7004-52 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
RFP 10-7004-52
Attn: Jim Mellody
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) 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 Jim Mellody, Procurement Manager at (816) 346-0279 phone, (816) 346-0336 fax or jmellody@kcata.org via email. Any questions or requests for clarification are due from proposers before February 26, 2010 at 4:00pm and must be submitted in writing to Jim Mellody either by e-mail, fax or US Mail. 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 #10-7004-52

For Transit Tire Lease based on Mileage and On-Site Tire Service Support

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 Jim Mellody, 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

*Return completed form via fax to 816-346-0336

SECTION 1. PROPOSAL SCHEDULE
Transit Tire Lease based on Mileage and On-Site Tire Service Support

RFP Issued	February 18, 2010
Final Questions, Comments and Requests for Clarifications Due to KCATA	February 26, 2010 4:00pm Local Time
KCATA Issues Response to Final Questions, Comments and Requests for Clarification	March 2, 2010
RFP Closing	March 18, 2010 at 2:00pm Local Time
Interviews (Tentative)	Week of March 29, 2010
Contract Award	Tentative April 29,2010

SECTION 2 TECHNICAL SPECIFICATIONS

2.1 GENERAL REQUIREMENTS.

- A. The Supplier shall furnish service, inspect, account for and maintain a replacement supply of tires for the Authority's fleet, as hereinafter described.
- B. The Supplier shall be regularly engaged in the business of leasing bus tires and shall furnish a list of transit properties presently and recently serviced under tire lease contracts. The contractor shall produce evidence of equal miles on its tires in a transit property of like geographical location to the tire miles experienced by the Authority.
- C. Supplier will submit test data for transit tire applications pertaining to tire heat. KCATA is aware of an industry problem relating to excess heat on the rear dual tires. The supplier should also submit information and recommendations on how the heat problems such as blowouts and tire separation are remedied.
- D. The Supplier will propose a Fixed Tire Mile Rate for each year of the Contract. There will be no other rate adjustments.
- E. The Supplier will also propose a monthly Charge for On-Site Tire Service Personnel, which shall be firm for each year of the Contract. The Supplier will provide tire service, as outlined in Section II, Sub-section 3 "Service Requirements", at the KCATA weekdays five (5) days a week, except holidays listed below.
- F. The current KCATA holidays include New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. The Supplier shall provide staff and tire service during all other weekdays of the year.
- G. The number of service personnel must be sufficient to meet all required response times and schedules inspections as outlined in this Invitation for Proposals, including Supplier personnel absences. One supervisor shall be dedicated to this service. The total personnel staff shall be a minimum of one (1) Service Person and one (1) Supervisor. Cost Proposal D-5, page 53.
- H. An optional Service Person shall also be proposed to handle all tire and wheel removal and replacement on the transit bus fleet. Cost Proposal Attachment D-5, page 54.

2.2 TIRE REQUIREMENTS

A. Tires in Possession of Authority at Inception of Contract

The successful vendor, shall be cognizant of and totally supportive of strict fulfillment of the Authority's obligation to the Goodyear Tire & Rubber Company (Goodyear) respecting Goodyear's tires in the possession of or identified for use by the Authority upon expiration of the prior contract, wherein the Authority, pursuant to provisions of the Contract and options has stipulated that the Authority shall continuously use all of Goodyear tires insofar as is practical, up to 36 months. (See section 2.5, Continued Tire Use Option.)

B. Supply of Tires

The Supplier shall maintain a sufficient supply of tires for each wheel on each bus, plus a sufficient number of spare tires, based on a ratio of one-half (1/2) tire per vehicle per tire size, to ensure continuity of service at all times during the term of this Contract. In the event of a manufacturing delay in tires due to a strike, the Supplier will, to the degree possible, prior to the effective day of the strike, ship additional spare tires to maintain the Authority during the manufacturing delay. In any event, it is the Supplier's responsibility to assure an adequate supply of tires at all times. All tires shall be delivered to the Authority premises and the Supplier shall pay for all freight or delivery charges.

C. Tires to be Furnished by the Supplier

As the tires in the possession of the Authority at the inception of the Contract are rendered permanently unfit for use and are replaced, and thereafter throughout the Contract term, the Supplier shall furnish and continuously maintain in inventory all new tires of the following types, including enough mounted spares to ensure that tires are available at all times, for the Authority's use. All tires furnished by the Supplier shall be individually or group branded prior to delivery.

Table C1: Number of buses and average mileage approximations are for information only and are subject to change.

TIRE SIZE	NO. OF BUSES	MAKE & MODEL	AVERAGE ANNUAL MILEAGE PER BUS
305/75R24.5	26 (13*)	GILLIG 40 FT. / STD	30,672
305/85R22.5	124	GILLIG 40 FT. LOW FLR	38,580
305/85R22.5	84	GILLIG 30 FT./ STD	40,729
275/70R22.5	1	GILLIG 30 FT. LOW FLR	40,176
305/75R24.5	12*	TMC/RTS 40 FT.	29,844
245/70R19.5	6	ELDORADO AERO ELITE	36,000
LT225/75R16	26	METROFLEX	37,325

D. KCATA BUS FLEET

Table D1: Following is the composition of the KCATA fleet of buses as of January 22, 2010

BUSES IN SERVICE

VEHICLE #	MAKE, MODEL	SEATING CAPACITY	DATE IN SERVICE	NUMBER OF BUSES
8900-8978**	TMC-RTS-06	43	1989	2*
9000-9033**	TMC-RTS-06	43	1990	3*
9300-9319**	TMC-RTS-06	43	1993	2*
9320-9332	TMC-RTS-06	43	1994	5*
9600-9638	Gillig Phantom 40'	43	1996	26 (13*)
S36,S69-S120	Gillig 30/ 102	25	1998-2000	51(1*)
S121-S126	El Dorado National	20	2005	6
S127-S136	Gillig 30 Low Floor	23	2007	10
S137-S159	Gillig 30 Low Floor	25	2008	23
1100-1134, 1235-1259, 1300 - 1304	Ford 350/450 cutaway	12	1997-2005	26
9900	Gillig Low Floor 40'	40	1999	1
9901	Gillig Low-Floor 30'	23	1999	1
2200-2233 2300-2325 2400-2418 2600-2618 2700- 2711	Gillig Low-Floor 40'	40	2002-2004	110
3500-3511	Gillig Low-Floor 42'	37	2005	13

* Contingency Fleet Vehicles

**Vehicles without retarders.

NOTE: The above numbers reflect our current fleet status as of January 22, 2010 and are in no way a guarantee of the number of buses to be serviced during the life of this contract.

E. Original, Recapped and Re-grooved Tires

Tires to be run on front wheels shall be new tires only and shall be removed when the tread depth reach 4/32" minimum at any point in the tread configuration. Tires to be run on other than front wheels may be of original tread, recapped or re-grooved tread, and shall be removed when depth reaches 2/32" minimum at any point in the tread configuration. Not more than a total of 50% of the tires provided by the Supplier shall be previously "used" tires. If Supplier has any plans to bring used tires on the property the Supplier must secure the Authority's management approval beforehand.

F. Damaged, Lost, and Stolen Tires

The cost for damaged tires shall be included in the fixed rate per tire mile "Normal" damage to a tire means abuse by partial or total destruction of a tire by means other than normal wear, including but not limited to irregular wear, damage from brake heat, curbing, road hazards and misalignment. The Authority agrees to maintain bus suspension and steering in accordance with bus manufacturers' alignment specifications, and keep brakes properly adjusted.

Tires which are damaged beyond repair by an accident or fire, lost, stolen, or have been disposed by the Authority, shall be paid for by the Authority by paying any mileage remaining thereon at the rate then in effect. The remaining mileage shall be prorated by the following formula; (percentage of tread rubber remaining multiplied by the base mileage multiplied by the applicable billing rate per tire mile). "Base Mileage" table, Attachment D- 2 is to be filled-in by Supplier on Proposal Response Form.

If a tire is not available for inspection in order to apply the above formula, whether lost, stolen, destroyed by fire, involved in a collision or otherwise missing, the Authority shall not reimburse the Supplier in excess of 50 percent of the current value of a replacement tire of the same size, unless the Supplier can provide an auditable accounting of the tire's actual mileage prior to the loss.

G. Tire Fitness

All tires furnished or returned by the Supplier to the Authority for use shall be of safe and usable condition, no tires shall be mounted that has tread missing on the road contact surface. The Authority's determination, in the event of dispute regarding fitness for continued use, shall be final.

H. Storage and Security

The Supplier shall maintain and replenish usable mounted spares of the appropriate tire sizes and tread depths. The Authority will provide adequate space in their operating facilities for mounted tires. The Authority agrees to provide a suitable place in an enclosed building for the storage of spare tires including spares to be used by the Authority's road service crews. Security and control of the stored tires shall be a joint responsibility of the Authority and the Supplier, and the risk of loss shall be shared equally between the parties. In lieu of this joint responsibility for the risk of loss, the Supplier may offer an alternative proposal which if reasonable, and in the best interest of the Authority, will be accepted by the Authority in lieu of joint responsibility. The Supplier shall maintain adequate security for all tires in his possession; as well as his supplies and equipment.

I. Tires for New Buses

Upon request of the Authority, the Supplier shall deliver to a *North American* bus manufacturer on any new buses, which the Authority may purchase, new tires of the type furnished under this Contract. All tires, both front and rear, on new buses shall be new tires. (Not previously used or recapped). The tires shall, upon delivery to the manufacturer of the buses, become subject to the terms and conditions of this Contract. KCATA intends to purchase new buses during the five-year term of this contract, but vehicle models and delivery schedules are unknown at this time.

If new buses are to be driven from the manufacturer to KCATA for delivery, the Supplier shall receive payment for such use at the same rates specified by this Contract.

J. Additional Tire Sizes

In the event that the Authority requires bus tires of a size or type not specified in this Contract, and which the Supplier ordinarily provides or has access to such tires, the Supplier shall upon request of the Authority provide such tires to the Authority. The Supplier shall negotiate with the Authority suitable basis of compensation for the Authority's use of such additional tire types and sizes.

K. Scrap Letter Agreement

The Supplier shall provide the Authority a "Scrap Tire Letter of Agreement" which shall become an attachment to the contract. This letter shall allow the Authority to work with the contractor to mount uncut scrap tires on out-of-service buses.

2.3 SERVICE REQUIREMENTS

A. Initial Inventory

Within three weeks after the effective contract date, the Supplier shall inspect all bus tires in the Authority's possession, shall record the tire numbers and locations, and shall provide the Authority with a listing of all tires and locations, with appropriate comments on exceptional conditions encountered regarding fitness of tires for continued use or need for changes.

B. Periodic Inspection

Following completion of the initial inventory, and throughout the remainder of the Contract term, the Supplier shall inspect all Authority tires, covered by this contract at least once during each month. The Supplier shall advise the Foreman of needed tire changes.

C. Continuous Service – Supplier Responsibilities

The Supplier shall:

1. Mount and dismount tires from rims, repair all bus tires, perform all wheel balancing, tire inflation, front wheel alignment check and supply equipment and materials necessary to perform such service on a scheduled basis. At minimum each bus must be inspected and necessary services performed on tires once a month.
2. Mount, dismount, balance, and repair tires on approximately 50 other Authority vehicles from salt trucks to road supervisor vehicles. Tires on these vehicles will also be inspected for safety and road hazard and necessary services performed once a month.
The Authority shall purchase and maintain ownership of the tires on these 50 vehicles.
3. Ensure that all tires comply with all D.O.T. (Federal & State) standards and other applicable regulations.
4. Provide all tools and equipment necessary for the performance of its services. The Authority shall provide wheel balancer (for wheels 16") and below and re-groover.
5. Provide a full time supervisor and service person five (5) days per week (Monday-Friday), except holidays, to perform necessary services as outlined in this section and at least once a month check and inflate tire pressures, check front wheel alignment. The current KCATA holidays include New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

*OPTIONAL: An optional Service Person shall also be proposed to handle all tire and wheel removal and replacement on the transit bus fleet.

6. Perform the following services on Authority property, as and when necessary or requested, during working hours:
 - a. Replenish blank tire change tickets or tags. (Note: In those instances when the Authority performs tire service when the Supplier is not on duty, the Authority will have a standard practice or recording the date, vehicle, tire size and the number(s) of tire(s) and location(s) of tire(s) placed on the vehicle. Tire change tickets from the removed tires will be placed in a specified area, and the tires placed in the storage area).
 - b. Inspect the tires.
 - c. Record the contents of all tire change tickets on a summary form showing date, vehicle, off-on, tire brand number and location.
 - d. Separate removed tires into appropriate categories (i.e., tires to be retired by the Supplier, tires ready for reuse, and tires from the prior contract which are considered permanently unfit for use).
 - e. Furnish new or recapped tires as Authority spares, either separated or marked for use on front or other wheels, and obtain a signed receipt showing tire number(s) from the Foreman.

- f. Provide copies of the tire summary form with pertinent tire change tickets to the Foreman.
- g. Remove scrap tires in a timely manner.
- h. Mate rear dual tires. All spare tire stock shall be mated before placing in Authority's storage facility.
- i. Assist in checking coaches for adverse mechanical conditions such as axle misalignment, worn or loose wheel bearings, worn radius rod bushing, loose or missing lugs and lug nuts, out of round brake drums, or any other maintenance deficiency which may impact tire wear or overall safety.
- j. Install metal valve caps on all units.
- k. Keep all tires inflated on a monthly basis to conform to the approved standards of the Tire and Rim Association of America, Inc. In addition perform the following inspections:
 - Bump test and visually inspect all available tires on a daily basis.
 - Pressure check and inflate tires, if needed daily, on a sufficient number of vehicles to ensure that each vehicle in the fleet is pressure checked and inflated to proper tire pressure at least every thirty (30) days. Defects are to be reported to the operating garage foreman or designate in writing at earliest convenience.
 - Static and dynamic balance all front tires and wheel sets prior to installation.
 - Check and maintain pressure in all road supervisor vehicles monthly

D. Provision of Parts, Materials, Tools, Labor and Transportation

Unless specifically otherwise stated in these Technical specifications, the Supplier shall furnish all valves, valve parts, flaps, repair materials, tools, any equipment not provided by the Authority, labor and transportation necessary to maintain the tires. The Authority will provide wheels.

E. Disposal and Environmental Safety

The supplier shall be solely responsible for all fees and costs mandated by federal, state, or local governments associated with the acquisition, installation, removal and proper disposal of scrapped tires from Authority premises. Disposal shall be done in accordance with all applicable federal, state, and local laws and regulations.

F. Responsibilities of the Authority

The Authority shall:

1. Keep garage floors and bus parking areas free of nuts, bolts, metal, wire, etc.
2. Investigate misalignment and other conditions reported by Supplier personnel and correct as necessary.
3. Provide necessary air and electrical outlets for tire service equipment.
4. Generate accurate records of tire and wheel changes made by the Authority when Supplier is not working.
5. Provide adequate utility space suitable for the Supplier's use in repairing and maintaining tires for the Authority.
6. Provide road call service for its fleet.
7. The Authority shall install and remove mounted tires from all vehicles.

G. Record Keeping Requirements

1. The Authority will provide to the Supplier, on or before the 15th day of the month, a list of buses and the Hubometer mileage, for the previous month.
2. For the purpose of tire mileage computations, bus mileage shall be deemed to have occurred prorated daily throughout the month.
3. The Supplier shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection by the Authority's representatives, by the Authority's internal and external auditors, and upon the Authority's request, by representatives of firms owning any tires serviced by the Supplier under this Contract.
4. The Supplier shall make available to the Authority, upon request, any other reports or statistics the supplier should have available such as average tire mileage by 'type' of tire, mileage history. History of tires' bus and wheel position, tires removed from service by type, etc.

H. Wheels

KCATA has steel wheels on 95% of the fleet. Now 30 and 40-foot buses are being specified with Aluminum Polished wheels that are Hub piloted. The Aluminum wheels are polished inside and outside.

1. Sandblasting and Painting
Averages of 20 wheels are painted per month under contract issued by KCATA to a third party. The paint code currently requires 508 DuPont.
2. Wheel purchases
The Authority currently purchases an average of 50 new wheels per year.

2.4 INVOICING AND COMPENSATION

A. Invoices

The Supplier shall submit monthly invoices showing for each tire type the activity during the previous calendar month as follows:

1. The Hubometer or electronic measurement of miles traveled by the Authority's vehicles on the Supplier's tires furnished under this contract, times the base mileage rate in effect for the preceding calendar month, shall equal the usage charge.
2. The tire service rate for each calendar month equals the annual service costs divided by twelve.

2.5 CONTINUED TIRE USE OPTION

The Authority reserves the right to exercise the following option:

1. Upon the expiration of the term of the Contract, as extended and amended, And only in the event the Authority wishes to change supplier, the Authority has the right to further extend said Contract and continue to use all tires furnished by Contractor under such Contracts in the Authority's possession on the expiration date for a period of thirty-six (36) months from said expiration date.
2. All terms, conditions and provisions of said contract, as previously amended and extended, shall remain in full force and effect during said thirty-six (36) month period, except that Contractor shall be relieved of any requirement to furnish the Authority with tires during said thirty-six (36) month period unless requested by the Authority and agreed to by Contractor.
3. The rate or rates per miles in effect during such thirty-six (36) month period shall be the rate or rates in effect for the six (6) month period immediately preceding the commencement date of such thirty-six (36) month period.
4. It is understood that the Authority shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) month period.

5. Upon the expiration of said thirty-six (36) month period, the Authority shall pay for any then unused mileage remaining in such tires (tires supplied by contractor pursuant to the Contract) using the formula as set forth in Section 2.2F, Damaged, Lost and Stolen Tires (Page 8).

6. Unused tires at the end of the original agreement shall be returned to the supplier at no additional cost to the Authority. The option granted herein is exercisable by the Authority upon thirty (30) days prior to the expiration date of the Contract, as extended and amended. Such notice of the Authority's exercise of this option must be in writing and sent certified mail, to:

Firm: _____

Address: _____

City/State/Zip: _____

Attention: _____

SECTION 3. PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably.
- B. Interested firms may submit proposals until proposal closing on 2:00pm CST on March 18, 2010. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to Jim Mellody, Procurement Manager... Electronic comments, questions and requests for clarification should be sent to Jim Mellody, jmellody@kcata.org and the subject line should read “RFP # and title”.
- D. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this solicitation.
- B. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without any interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a cost or price and technical standpoint.

3.3 Proposer’s Responsibilities

- A. By submitting a proposal, the proposer represents that:
 - 1. The proposer has read and understands the RFP and the proposal is made in accordance with the RFP;
 - 2. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
- B. Before submitting a proposal the proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 Unbalanced Proposal

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

A. Approved Equals.

1. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better will be accepted only when previously approved by the KCATA.
2. All requests for approved equals shall be received in writing. Changes to the specifications will be made by addendum if applicable. Proposers may discuss the specification with the KCATA; however, requests for changes shall be written and documented.
3. When an approved equal is requested, the bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the proposer's product is or is not equal to specifications.

3.8 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 holidays 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 of the Notice of Intent to Award.
- 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 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 to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- F. An appeal to FTA must be received by FTA's regional office within five (5) days after the date the protester learned

or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

3.9 Disclosure of Proprietary Information.

- A. A Proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposals by:
1. marking each page of each such document prominently in at least 16 point font with the words “Proprietary Information;”
 2. printing each page of each such document in a different color paper than the paper which the remainder of the proposal is printed; and
 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words “Proprietary Information” in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked “Proprietary Information,” as provided above, is requested under the Missouri Open Records Law, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

SECTION 4. PROPOSAL SUBMISSION,

EVALUATION AND AWARD

4.1 Proposal Copies

- A. The proposal package consists of two (2) sealed packages.
- B. One of the sealed packages should contain an original and four (4) full, complete, and exact copies of the original proposal. The package should be clearly marked “RFP # and Title – Technical Proposal.”
- C. The second sealed package should contain an original and one (1) full, complete, and exact copies of the Cost Proposal. The package should be clearly marked “RFP # and Title – Cost Proposal.”

4.2 Technical Proposal Format

- A. The technical proposal page limit is 20 pages. The proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 20 pages. If a proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional lists of references
 - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
 - Required forms such as certifications, financial data
 - Vendor Registration Form
 - Affirmative Action information
- C. One page is defined as one side of a single, 8-1/2 x 11” page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

4.3 Technical Proposal Content

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be as specific, detailed and complete as to clearly and fully demonstrate that the proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that “standard procedures will be employed” are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.
- B. To achieve a uniform review process and obtain the maximum degree of compatibility, proposals must be organized as follows:
 1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.
 2. Table of Contents

Clearly identify the materials by section and page number.
 3. Letter of Transmittal

The letter should be addressed to Director of Procurement, Etta J. Jackson and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of

each subcontractor

- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Acknowledgement of receipt of RFP addenda, if any
- d. Name, title, address, telephone number and email address of the contact person for this project
- e. Signature of a person authorized to bind the proposing firm to the terms of the proposal
- f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified

4. Key Personnel Experience and Qualifications

- a. 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.
- b. This section should demonstrate the experience, skills and qualifications of the Supervisor and other key personnel in the performance of supplier responsibilities as detailed in Section 2.3 C and in meeting client goals, objectives and schedules. Describe direct experience administering and operating under similar applications within the past three (3) years. Transit applications are preferred. Detail any plans on services the proposer will provide that are not specifically required in this RFP.
- c. Provide resumes for the proposed Project Supervisor and other key personnel and discuss the unique qualifications these individuals bring to the project.
- d. To demonstrate the Project Manager's and Supervisor's experience, provide references on up to five (5) representative projects. At least one reference contact (including name, title, e-mail address and telephone number) should be provided for each project. Include role of the project manager, contract amount, and contract start and end dates.

5. Financial Condition of the Firm. In this section the proposer must provide information demonstrating that proposer has the necessary financial resources to perform the contract in a satisfactory manner. The proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of its most recent audited financial statements.

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 operations similar 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:

- a. Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person
- b. DBE category, if applicable
- c. Type(s) of goods or services to be provided

- d. Estimated value of subcontract
 - e. 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 Form of 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 requested 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 any requested changes. If no changes are made, the proposer will be deemed to have accepted the sample contract. If the proposer request changes, such requests 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. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.
10. Debarment
- a. The proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."
 - b. The proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
 - c. The proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
11. Lobbying
- a. Pursuant to Public Law 104-65, the proposer is required to certify that no federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
 - b. Proposers who use non-federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the

amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

12. Employee Eligibility Verification

- a. The proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services. (Attachment G-1)
- b. The proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
- c. The proposer is required to obtain the same affirmation from all subcontractors at all tiers. (Attachment G-2)

13. Proposer Status and Affirmative Action

- a. All firms doing business with the KCATA must be a registered vendor, and must be in compliance with the Authority's affirmative action requirements. Firms may be considered for certification by the KCATA for such compliance by completing the information required in the Vendor Registration Form. However, firms that are currently in compliance need not duplicate this information. Please contact KCATA's Procurement Department at (816) 346-0254 to verify affirmative action compliance status.
- b. The FTA's EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).
- c. Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:
 - i. A copy of its current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment H1). Form AA1 or EEO-1 may be substituted.
 - ii. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - iii. A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, gender, job title and annual salary must be submitted.
- d. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.4 Proposal Submission Requirements – Cost Proposal

- A. KCATA anticipates awarding a Fixed Price contract in a not to exceed amount.
- B. Detailed and summary cost proposal forms are attached as Attachments D-2 / D-11.
- C. Proposers are asked to submit estimated travel expenses by task and in summary format (see the Cost Proposal forms).

- D. The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

4.5 Basis for Contract Award

- A. Award of contract, if made, will be made on a best value basis to the responsive and responsible proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Accordingly, KCATA may not necessarily make an award to the proposer with the highest technical ranking nor award to the proposer with the lowest priced proposal if doing so would not be in the overall best interest of KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.6 Technical Proposal Evaluation Criteria

- A. Proposals will be evaluated by the evaluation committee on the basis of the following criteria, listed in descending order of importance.
- Technical Criteria
 - Program Management
 - Cost / Price
 - Qualifications and Experience
 - Financial Condition of the Firm

4.7 Presentations/Interviews/Written Responses

- A. After the submission of proposals, selected proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a proposer(s) to submit written responses to questions regarding its proposal.
- B. Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for the week of March 29th. Selected proposers will be informed as to the exact time.

4.8 Negotiations & Best and Final Offers

- A. Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. KCATA may solicit a Best and Final Offer (BAFO) from one or more proposers. KCATA may or may not contact all proposers to negotiate and/or to submit a BAFO.
- 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.

**ATTACHMENT A.
SAMPLE CONTRACT
PROPOSAL #10-7004-52
FOR TRANSIT TIRE LEASE BASED ON MILEAGE and ON-SITE TIRE SERVICE SUPPORT**

THIS CONTRACT, made and entered into as of the ____ day of _____, 2010, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor/Consultant**), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by KCATA in accordance with that certain proposal submitted by the Contractor dated _____, a copy of which is attached hereto as Appendix E, and hereby incorporated herein by reference (“Proposal”).

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____ entitled Transit Tire Lease Based on Mileage and On-Site Tire Service Support (sometimes referred to as the “project”, the “Project” or the “work”). The Contractor hereby agrees to provide _____ for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for ____ year(s) beginning _____ and expiring on _____. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

4. CONTRACT SUM.

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

5. MISCELLANEOUS PROVISIONS.

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

- Appendix A. Contract Conditions; and
- Appendix B. Scope of Services; and
- Appendix C. Cost Proposal Submitted by Contractor; and
- Appendix D. Key Personnel and Approved Subcontractors.

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

(Contractor)

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By _____

By _____
Etta J. Jackson
Director of Procurement

Name: _____

Date _____

Title: _____

Date _____

APPENDIX A

CONTRACT CONDITIONS

(Appendix A to Contract or KCATA Purchase Order)

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

This 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.

3. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of 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.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" Section of this 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.

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

6. CHANGES

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

7. CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

- C. American with Disabilities Act.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. ADA Access Requirements (Amended April 2009).** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

8. CONFLICTS OF INTEREST

The Contractor certifies that it has no known activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in supplying products, equipment or materials, or in performing work, under this Contract.

9. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its reasonable best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon the KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of

work described in the plan, and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

10. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing giving reasons therefore to Consultant.

11. CONTRACTOR'S RESPONSIBILITY

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

12. DEBARMENT AND SUSPENSION CERTIFICATION

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

13. DELIVERY

Materials, products and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of products, equipment or materials under this Contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 10.2 percent. A separate contract goal has not been established for this procurement.
- B. This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

- C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA. In addition, the Contractor may not hold retainage from its subcontractors.
- D. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA

15. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third party contract, the federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party contractor, lessee, or other participant at any tier of the project.

16. DISPUTE RESOLUTION

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

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

17. EMPLOYEE ELIGIBILITY VERIFICATION

To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers.

A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

18. EMPLOYEE PROTECTIONS

- A. **Transit Employee Protective Arrangements (Standard).** To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the grant from which federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S.

Department of Labor letter.

- B. Transit Employee Protective Arrangements (for Elderly and Disabled Transportation).** Because this Contract is financed in whole or in part with federal assistance, if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for KCATA on work performed under this Contract, the Contractor agrees to carry out this Contract in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, applicable to the grant from which federal assistance is provided to support work on this Contract. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- C. Seat Belt Use.** In compliance with Federal Executive Order No. 13043, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.

19. EMPLOYEE PROTECTIONS (Contract Work Hours and Safety Standards Act)

- A. Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work under this Contract which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages.** The KCATA shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
- D. Safety Standards.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- E. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

20. EMPLOYEE PROTECTIONS (Davis-Bacon and Copeland Anti-Kickback Acts)

- A.** The Contractor agrees to comply and assure compliance with the requirements of 40 USC 3141, et seq. and 18 USC 874 and implements U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction", 29 C.F.R. Part 5.
- B.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

- C. The Contractor shall comply with the requirements of 49 C.F.R. Part 3, which are incorporated by reference in this Contract.
- D. The Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)). The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. Department of Labor (DOL) in each solicitation for subcontractor work under this Contract, and agrees to refrain from awarding any affected contracts until the subcontractor agrees to the required wage determination.
- E. The KCATA shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Contract project), all or part of the wages required by the contract, the KCATA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- F. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of the Regulations, 29 C.F.R. Part 5. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- G. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- H. The Contractor must submit a copy of all payrolls each week to KCATA's project manager. The copy is to be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those determined by the Secretary of Labor.

Upon completion of the contract, the Contractor is to submit to KCATA's project manager, a certificate concerning wages and classifications for laborers and mechanics.

- I. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

- J. Contract Termination: Debarment.** A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of this Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- K. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- L. Certification of Eligibility.**
1. By entering into this Contract, the Contractor certifies that neither it (nor he or she as applicable) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. ENVIRONMENTAL

- A. Clean Air.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42, U.S.C. § 7401 et seq. The Contractor agrees to report, and to require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the KCATA agrees to comply with the following U.S. EPA regulations to the extent they apply to any project in question: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600. The Contractor agrees to report, and to require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that the KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- C. Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Recovered Materials.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulating provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B or 40 CFR Part 247.

22. FEDERAL CHANGES

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

23. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

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

24. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri, except those pertaining to conflicts of laws. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this contract, respecting its alleged breach, shall be instituted only in the circuit court of Jackson County, Missouri.

25. HEADINGS

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

26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

27. INDEPENDENT CONTRACTOR

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

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

28. INSTALLATION

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

29. INSURANCE

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

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

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

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

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

The requirements for insurance coverage are separate and independent of any other provision under the KCATA purchase order or the contract.

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

C. Worker's Compensation and Employers Liability:

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

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

D. Commercial General Liability

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

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

E. Auto Liability:

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

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

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this Contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

30. LIABILITY AND INDEMNIFICATION

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

In claims against any person or entity indemnified under this Section, by an employee of Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

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

31. LICENSING, LAWS AND REGULATIONS

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

The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

32. LOBBYING RESTRICTIONS

Pursuant to Public Law 104-65, the Contractor is required to certify, and does hereby so certify, that no federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractors who use non-federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of federal officials. If applicable, Standard Form LLL, "Disclosure Form to Report Lobbying", is required with the Contractor's first submission initiating KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or 3) a change in the officer(s) or employee(s) or member(s) contacted to influence or attempt to influence a covered federal action.

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

33. NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's (title).

Issues regarding the Contract, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or by mailing the same postage prepaid, addressed to the following:

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

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

34. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address. KCATA shall be entitled access to and copies of these materials during the progress of the work.

Any such material remaining in the possession or under the control of the Contractor or in the possession or under the control of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to

such materials. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.

Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the Scope of Services set forth in this Contract. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

Each tangible product resulting from Service performed under this Contract shall be labeled with information stating that the project has been financed with federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

35. PRIVACY ACT REQUIREMENTS

The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Contractor agrees to obtain KCATA's express consent before operating a system of records on behalf of KCATA.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Contract.

The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by this Contract.

36. PROHIBITED INTERESTS

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

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

37. PROHIBITED WEAPONS AND MATERIALS

Missouri Revised Statutes, Section 571.107 (R.S. Mo. § 571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.

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

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

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

immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

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

38. RECORD RETENTION AND ACCESS

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

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

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

39. REQUESTS FOR PAYMENT

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

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

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

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

40. RIGHT TO OFFSET

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

41. SEVERABILITY

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

42. SUBCONTRACTORS

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

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

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. The following provisions if included in this Contract:

- Acceptance of Material – No Release
- ADA Access Requirements
- Agreement in Entirety
- Assignment
- Bankruptcy
- Bonding (Performance, Payment, Warranty of Work)
- Breach of Contract; Remedies
- Bus Testing
- Buy America
- Cargo Preference
- Changes
- Civil Rights
- Clean Air
- Clean Air Requirements for Transit Operations
- Clean Water
- Conflicts of Interest
- Continuity of Services
- Contractor's Personnel
- Contractor's Responsibility
- Debarment and Suspension
- Delivery
- DBE
- Disclaimer of Federal Government Obligations or Liability
- Dispute Resolution
- Employee Eligibility Verification
- Employee Protections
- Employee Protections (Contract Work Hours & Safety Standards Act)
- Employee Protections (Davis Bacon, Copeland Anti-Kickback Acts)
- Energy Conservation
- Federal Changes
- Fly America
- Fraud and False or Fraudulent Statements or Related Acts
- Governing Law: Choice of Judicial Forum
- Headings
- Incorporation of FTA Terms

Independent Contractor
Installation
Insurance
Laws and Regulations
Liability and Indemnification
Lobbying Restrictions
National Intelligent Transportation Systems Architecture & Standards
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Patents and Rights in Data and Copyrights
Pre-Award and Post-Delivery Requirements
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Qualification Requirements
Record Retention and Access
Recovered Materials
Requests for Payment
Right to Offset
Seismic Safety
Service Manual and Wiring Schematics
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Training
Transit Operation Restrictions
Unavoidable Delays
Warranty; Warranty of Title
General Provisions

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

43. SUSPENSION OF WORK

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

44. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

45. TERMINATION

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

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

C. Termination for Default [Breach or Cause]. If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of

termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue the project, or treat the termination as a termination for convenience.

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

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

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

- C. Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all work or services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

46. TRANSIT OPERATION RESTRICTIONS

- A. Drug and Alcohol Testing.** To the extent applicable to the project, the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 C.F.R. Part 40 and Part 655. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

To the extent applicable to the project, the Contractor agrees further to certify and assure upon contract renewal or extension its compliance with the provisions of alcohol misuse and prohibited drug use in the workplace. In addition, the Contractor agrees to annually certify its compliance with the Management Information System (MIS) reporting and to submit the MIS reports to KCATA by March 1st to the Drug and Alcohol Program Manager, Kansas City Area Transportation Authority, 1200 East 18th Street, Kansas City, Missouri 64108. If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that proposal on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

47. U.S. PRODUCT AND SERVICE PREFERENCE

- A. Buy America.** To the extent applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in this project are produced in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 C.F.R. 661.7. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Separate requirements for rolling stock are set out in 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. Part 611.11.

- B. Cargo Preference.** In the event that ocean shipment is required for any product, equipment, material or commodity pursuant to this Contract, the Contractor agrees to utilize United States-Flag commercial vessels to ship at least fifty

percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels.

If applicable, the Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to KCATA (through the Prime Contractor or in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with the appropriate identification of the project.

- C. Fly America.** If applicable, the Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

48. WARRANTY; WARRANTY OF TITLE

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

Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

49. GENERAL PROVISIONS

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

Contract.

- G. Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- H. Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- I. Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- J. Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

APPENDIX B
SCOPE OF WORK – SPECIFICATIONS

(Appendix B to Agreement or KCATA Purchase Order)

[To be attached to Agreement as applicable to each IFB]

**APPENDIX C
COST PROPOSAL**

Dated _____, 20 ____

(Appendix C to Agreement or KCATA Purchase Order)

[Contractor will prepare and submit with its response to IFB]

APPENDIX D
KEY PERSONNEL AND APPROVED SUBCONSULTANTS

**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.

- _____ Contractor's Relative Experience/Reference Form (Attachment C)
- _____ Proposal Response Form (Attachment D1 / D11)
- _____ Vendor Registration Form (Attachment E)
- _____ Work Force Analysis Report Form (Attachment F-2; Unless Already on File with KCATA)
- _____ Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form (Attachment G)
- _____ Certification of Debarment (Primary and Lower-Tier) Form (Attachment I)
- _____ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment J)
- _____ Buy America Certification Form (Attachment K)
- _____ Vendor List (Attachment M; If Applicable)
- _____ 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 will be issued which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) the KCATA required terms and conditions as set forth in the Request for Proposal/Bid documents.

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

Authorized Signature for KCATA _____

Title _____ Date _____

Attachment D-2 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #05-7027-52
Bus Tire Lease

ESTIMATED BASE MILEAGE TABLE

<u>TIRE SIZE</u>	<u>ORIGINAL</u>	<u>RETREAD</u>
305/75R-24.5	_____miles	_____miles
305/85R-22.5	_____miles	_____miles
275/70R-22.5	_____miles	_____miles
LT225/75R-16	_____miles	_____miles
245/70R-19.5	_____miles	_____miles

BUYER'S NAME Jim Mellody TELEPHONE NUMBER (816) 346-0279 E-MAIL: jmellody@kcata.org

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the proposal 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 (____) _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-3 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

(Cost to include purchase of existing leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Year One</u>						
8/1/2010 -	305/75R24.5	6,993,216	X		=	\$
7/31/2011	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Two</u>						
8/1/2011 -	305/75R24.5	6,993,216	X		=	\$
7/31/2012	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Three</u>						
8/1/2012 -	305/75R24.5	6,993,216	X		=	\$
7/31/2013	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-3 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

(Cost to include purchase of existing leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Year Four</u>						
8/1/2013 -	305/75R24.5	6,993,216	X		=	\$
7/31/2014	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Five</u>						
8/1/2014 -	305/75R24.5	6,993,216	X		=	\$
7/31/2015	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Six</u>						
8/1/2015 -	305/75R24.5	6,993,216	X		=	\$
7/31/2016	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-4 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

(Cost to exclude purchase of leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Year One</u>						
8/1/2010 -	305/75R24.5	6,993,216	X		=	\$
7/31/2011	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Two</u>						
8/1/2011 -	305/75R24.5	6,993,216	X		=	\$
7/31/2012	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Three</u>						
8/1/2012 -	305/75R24.5	6,993,216	X		=	\$
7/31/2013	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-4 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

(Cost to exclude purchase of leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Year Four</u>						
8/1/2013 -	305/75R24.5	6,993,216	X		=	\$
7/31/2014	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Five</u>						
8/1/2014 -	305/75R24.5	6,993,216	X		=	\$
7/31/2015	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Year Six</u>						
8/1/2015 -	305/75R24.5	6,993,216	X		=	\$
7/31/2016	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-5 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

Service employee cost shall include one (1) Supervisor and one (1) Service person to be employed by Contractor. Duties and requirements are as stated in Section II, paragraph 3C. KCATA will provide a working and inventory area for the purpose of conducting work related to this RFP and subsequent Agreement. Monthly costs shall include all salary and benefits.

Inclusive of Two Employees

YEAR ONE:

8-1-2010 / 7-31-2011 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR TWO:

8-1-2011 / 7-31-2012 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR THREE:

8-1-2012 / 7-31-2013 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR FOUR:

8-1-2013 / 7-31-2014 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR FIVE:

8-1-2014 – 7-31-2015 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR SIX:

8-1-2015 – 7-31-2016 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-5 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease
OPTIONAL SECOND SERVICE PERSON

Page 2 of 2

Service employee cost shall include one (1) Supervisor and two (2) Service persons to be employed by Contractor. Duties and requirements are as stated in Section II, paragraph 3C. KCATA will provide a working and inventory area for the purpose of conducting work related to this RFP and subsequent Agreement. Monthly costs shall include all salary and benefits.

Inclusive of Three Employees

YEAR ONE:

8-1-2010 / 7-31-2011 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR TWO:

8-1-2011 / 7-31-2012 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR THREE:

8-1-2012 / 7-31-2013 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR FOUR:

8-1-2013 / 7-31-2014 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR FIVE:

8-1-2014 – 7-31-2015 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

YEAR SIX:

8-1-2015 – 7-31-2016 MONTHLY COST: \$ _____ x 12 MONTHS = \$ _____

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-6 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Cost to *include* purchase of leased tires

Page 1 of 2

	Tire Lease	Service Workers (1 Supervisor, 1 Service Person)	Yearly Total Cost
Year One 8-1-2010 / 7-31-2011	\$	\$	\$
Year Two 8-1-2011 / 7-31-2012	\$	\$	\$
Year Three 8-1-2012 / 7-31-2013	\$	\$	\$
Year Four 8-1-2013 / 7-31-2014	\$	\$	\$
Year Five 8-1-2014 / 7-31-2015	\$	\$	\$
Year Six 8-1-2015 / 7-31-2016	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-6 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Table D-5b: Cost to *exclude* purchase of leased tires

	Tire Lease	Service Workers (1 Supervisor, 1 Service Person)	Yearly Total Cost
Year One 8-1-2010 / 7-31-2011	\$	\$	\$
Year Two 8-1-2011 / 7-31-2012	\$	\$	\$
Year Three 8-1-2012 / 7-31-2013	\$	\$	\$
Year Four 8-1-2013 / 7-31-2014	\$	\$	\$
Year Five 8-1-2014 / 7-31-2015	\$	\$	\$
Year Six 8-1-2015 / 7-31-2016	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

**Attachment D-7 Cost Proposal First Two (2) Year Option
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease**

Page 1 of 2

(Cost to include purchase of existing leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Option One</u> <u>Year One</u>						
8/1/2016 -	305/75R24.5	6,993,216	X		=	\$
7/31/2017	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Option One</u> <u>Year Two</u>						
8/1/2017 -	305/75R24.5	6,993,216	X		=	\$
7/31/2018	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

**Attachment D-7 Cost Proposal Second Two (2) Year Option
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

RFP #10-7004-52

Bus Tire Lease

Page 2 of 2

(Cost to include purchase of existing leased tires)

	Tire Size	<u>Estimated Tire Miles</u>	X	<u>Base Rate Per Tire Mile</u>	=	<u>Estimated Annual Lease Cost</u>
<u>Option Two Year One</u>						
8/1/2018 -	305/75R24.5	6,993,216	X		=	\$
7/31/2019	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Option Two Year Two</u>						
8/1/2019 -	305/75R24.5	6,993,216	X		=	\$
7/31/2020	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-8 Cost Proposal First Two (2) Year Option
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

(Cost to exclude purchase of leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Option One</u> <u>Year One</u>						
8/1/2018 -	305/75R24.5	6,993,216	X		=	\$
7/31/2019	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Option One</u> <u>Year Two</u>						
8/1/2019 -	305/75R24.5	6,993,216	X		=	\$
7/31/2020	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

**Attachment D-8 Cost Proposal Second Two (2) Year Option
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease**

(Cost to exclude purchase of leased tires)

	Tire Size	Estimated Tire Miles	X	Base Rate Per Tire Mile	=	Estimated Annual Lease Cost
<u>Option Two Year One</u>						
8/1/2018 -	305/75R24.5	6,993,216	X		=	\$
7/31/2019	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$
<u>Option Two Year Two</u>						
8/1/2019 -	305/75R24.5	6,993,216	X		=	\$
7/31/2020	305/85R22.5	49,230,936	X		=	\$
	275/70R22.5	241,056	X		=	\$
	LT 225/75R16	5,822,700	X		=	\$
	245/70R-19.5	1,296,000	X		=	\$
	TOTAL	63,583,908				\$

NOTE: Above tire mileage is an estimate only and is subject to change.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

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

Attachment D-9 Cost Proposal - Two (2) Options
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

Service employee cost shall include one (1) Supervisor and one (1) Service person to be employed by Contractor. Duties and requirements are as stated in Section II, paragraph 3C. KCATA will provide a working and inventory area for the purpose of conducting work related to this RFP and subsequent Agreement. Monthly costs shall include all salary and benefits.

Inclusive of Two Employees
CONTRACT OPTION ONE

OPTION ONE
YEAR ONE:

8-1-2016 / 7-31-2017 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

OPTION ONE
YEAR TWO:

8-1-2017 / 7-31-2018 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

CONTRACT OPTION TWO

OPTION TWO
YEAR ONE:

8-1-2018 / 7-31-2019 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

OPTION TWO
YEAR TWO:

8-1-2019 / 7-31-2020 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-9 Cost Proposal - Two (2) Options
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease

OPTIONAL SECOND SERVICE PERSON

Page 2 of 2

Service employee cost shall include one (1) Supervisor and two (2) Service persons to be employed by Contractor. Duties and requirements are as stated in Section II, paragraph 3C. KCATA will provide a working and inventory area for the purpose of conducting work related to this RFP and subsequent Agreement. Monthly costs shall include all salary and benefits.

Inclusive of Three Employees
CONTRACT OPTION ONE

OPTION ONE

YEAR ONE:

8-1-2016 / 7-31-2017 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

OPTION ONE

YEAR TWO:

8-1-2017 / 7-31-2018 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

CONTRACT OPTION TWO

OPTION TWO

YEAR ONE:

8-1-2018 / 7-31-2019 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

OPTION TWO

YEAR ONE:

8-1-2019 / 7-31-2020 MONTHLY COST: \$_____ x 12 MONTHS = \$_____

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-10 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Cost to *include* purchase of leased tires

Page 1 of 2

Options	Tire Lease	Service Workers (1 Supervisor, 1 Service Person)	Yearly Total Cost
OPTION ONE			
Option One Year One 8-1-2016 / 7/31/2017	\$	\$	\$
Option One Year Two 8-1-2017 / 7-31-2018	\$	\$	\$
OPTION TWO			
Option Two Year One 8-1-2018 / 7-31-2019	\$	\$	\$
Option Two Year Two 8-1-2019 / 7-31-2020	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-10 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Cost to *exclude* purchase of leased tires

Page 2 of 2

Options	Tire Lease	Service Workers (1 Supervisor, 1 Service Person)	Yearly Total Cost
OPTION ONE			
Option One Year One 8-1-2016 / 7/31/2017	\$	\$	\$
Option One Year Two 8-1-2017 / 7-31-2018	\$	\$	\$
OPTION TWO			
Option Two Year One 8-1-2018 / 7-31-2019	\$	\$	\$
Option Two Year Two 8-1-2019 / 7-31-2020	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-11 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Cost to *include* purchase of leased tires

Options	Tire Lease	Service Workers (1 Supervisor, 2 Service Persons)	Yearly Total Cost
Option One Year One 8-1-2016 / 7-31-2017	\$	\$	\$
Option One Year Two 8-1-2017 / 7-31-2018	\$	\$	\$
Grand Total	\$	\$	\$
Option Two Year One 8-1-2018 / 7-31-2019	\$	\$	\$
Option Two Year Two 8-1-2019 / 7-31-2020	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

Attachment D-11 Cost Proposal
KANSAS CITY AREA TRANSPORTATION AUTHORITY
RFP #10-7004-52
Bus Tire Lease Summary of Costs

Cost to *exclude* purchase of leased tires

Options	Tire Lease	Service Workers (1 Supervisor, 2 Service Persons)	Yearly Total Cost
Option One Year One 8-1-2016 / 7-31-2017	\$	\$	\$
Option One Year Two 8-1-2017 / 7-31-2018	\$	\$	\$
Grand Total	\$	\$	\$
Option Two Year One 8-1-2018 / 7-31-2019	\$	\$	\$
Option Two Year Two 8-1-2019 / 7-31-2020	\$	\$	\$
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 Proposal Documents and the attached specifications.

COMPANY NAME _____ DATE _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME _____ TELEPHONE NUMBER _____

FAX NUMBER: _____ CELL PHONE: _____

E-MAIL: _____

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

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

ATTACHMENT E Vendor Registration Application

REVISION INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form in its entirety and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	
Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	
Business Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other (Explain) _____	
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	
Annual Gross Receipts:	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$ 500,000	<input type="checkbox"/> \$500,000 to 1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than 10 Million
Standard Invoice Terms:	Due Days	Discount Days	Percent
Identify the goods or services you are interested in providing to KCATA:			
NAICS CODE(S):		SIC CODE(S):	
NAICS CODE(S):		SIC CODE(S):	

Identify number of personnel employed by the company in the following categories:							
Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)	
1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.					<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 twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?					<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<p>Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26</p> <p>For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.</p>							
<p>WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States.</p>							
<p>CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity 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.</p>							
Signature			Date				
Printed Name			Title				
<p>Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org</p>							

**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 written Affirmative Action plan in accordance with the following list of component parts.
 - 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.
2. In lieu of an Affirmative Action Plan, a current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.
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 Officer, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

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).

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative)
(Title)

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

**ATTACHMENT F-1
GUIDELINES FOR WORKFORCE ANALYSIS**

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

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

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, 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 (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
	Male	Female	Male						Female						
White			Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction			<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment			<input type="checkbox"/> 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
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires:

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

**ATTACHMENT G-2
AFFIDAVIT OF LOWER-TIER PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission expires:

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

ATTACHMENT H-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Contractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 20_____

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

I, _____ (Name and Title of Grantee Official or Potential Subcontractor under a Major Third Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Subcontractor) that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT I-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 I-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 J
BUY AMERICA CERTIFICATION FORM**

**For Steel or Manufactured Products
Other Than Rolling Stock**

CERTIFICATION OF COMPLIANCE WITH SECTION 165(B) (3)

Section A. To be completed for Certification of Buy America Compliance:

The proposer hereby certifies that it will comply with the requirements of Section 165(b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.11.

Signature: _____

Title: _____

Date: _____

Section B. To be completed when applying for exemption status:

The proposer hereby certifies that it cannot comply with the requirement of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Signature: _____

Title: _____

Date: _____

