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

Request for Proposals  
Proposal #11-7010-30

TRANSIT TRAVEL TRAINING & RELATED SERVICES

Date: July 18, 2011  
Contact: Kristen L. Emmendorfer  
Senior Procurement/ Contract Administrator  
Kansas City Area Transportation Authority  
1350 East 17th Street  
Kansas City, Missouri 64108  
Telephone: 816.346.0360  
Fax: 816.346.0336  
Email: kristene@kcata.org
July 18, 2011

Proposal #11-7010-30
TRANSIT TRAVEL TRAINING & RELATED SERVICES

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. The purpose of this RFP is to provide interested vendors or firms with information to assist in their preparation of a proposal for services to our agency to provide transit training and related services to senior citizens and individuals with cognitive, developmental, sensory or mental health disabilities.

KCATA seeks a qualified firm to provide all required components of a travel transit training program. The successful proposer will have an integral role in assisting KCATA with the creation and implementation of the program’s policies and procedures. The provider shall demonstrate experience in the travel training field and be equipped to implement all aspects of the program including but not limited to inception and start up, establishment of documentation requirements and procedures, candidate/client selection, train clients, re-train clients as necessitated, track progress, perform follow up evaluation and analyze effectiveness of program. Candidates for this RFP should possess and be able to demonstrate financial responsibility to perform this contract scope to term.

KCATA intends to negotiate with the successful proposer a two (2) year contract for the purpose of establishing its pilot program. Continuation of services is contingent upon success of the program and availability of funding. The continuation of travel training services in the future will be at the discretion of the KCATA based on these criteria.

Proposals must be received with all required submittals as stated in the RFP, no later than 1 P.M., August 11, 2011. Please reference RFP #11-7010-30 on the submittal cover. Proposals received after the 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.

It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT)-assisted contracts. For this project, a goal of 12% participation by Disadvantaged Business Enterprises (DBEs) has been established. DBE firms are encouraged to submit bids as Prime Contractors or Subcontractors. To be eligible, a firm must hold a current, valid certification from a member of the Missouri Regional Certification Committee (MRCC) Unified Certification Program. For inquiries, including those about active and/or certified DBE vendors, please contact KCATA DBE Manager Denise Bradshaw at 816.346.0224 or dbradshaw@kcata.org

Proposals 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
Attn: Kristen L. Emmendorfer
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of RFP closing.

For information regarding this proposal, contact Kristen Emmendorfer at 816.346.0360, telephone, or kristene@kcata.org, email. Please note that although you may contact the buyer by telephone, questions must also be submitted in writing. An addendum will be issued, if required, to address all inquiries.

_________________________________________________________
Etta J. Jackson
Director of Procurement
NO PROPOSAL REPLY FORM
PROPOSAL #11-7010-30
Transit Travel Training & Related Services

To assist KCATA in obtaining good competition for 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 Kristen Emmendorfer, 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
### PROPOSAL CALENDAR

**TRAVEL TRANSIT TRAINING & RELATED SERVICES**  
#11-7010-30

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Advertised</td>
<td>July 4, 2011</td>
</tr>
<tr>
<td>RFP Issued</td>
<td>July 18, 2011</td>
</tr>
<tr>
<td>Questions Due to KCATA</td>
<td>12:00 Noon CST July 25, 2011</td>
</tr>
<tr>
<td>KCATA Responds to Questions</td>
<td>August 2, 2011</td>
</tr>
<tr>
<td>RFP Closing</td>
<td>1:00 p.m. CST August 11, 2011</td>
</tr>
<tr>
<td>Tentative Interview Dates</td>
<td>August 25 and 26, 2011</td>
</tr>
<tr>
<td>Board of Commissioners Action</td>
<td>September 28, 2011</td>
</tr>
<tr>
<td>Contract Award</td>
<td>October, 2011</td>
</tr>
</tbody>
</table>
SECTION 2

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Transit Travel Training & Related Services

SCOPE OF SERVICES
SECTION 2.
SCOPE OF SERVICES

2.1 Introduction and Background

a. The Kansas City Area Transportation Authority (KCATA) is the regional transit authority in the Kansas City metropolitan area. It was formed by a bi-state compact in 1965 and has authority to manage and operate transit service in both Kansas and Missouri. KCATA currently operates seventy one (71) routes (a combination of fixed routes, Bus Rapid Transit and MetroFlex routes) and provides related paratransit services (both Americans with Disabilities Act (ADA) complementary paratransit and Non-ADA). KCATA operates local, express and community based fixed route bus service. These routes are provided with an assortment of vehicles that range in size from forty-two foot (42’) transit buses to small buses of varied size.

b. A segment of the Kansas City metropolitan area population does not use fixed-route public transportation because they do not understand the fundamental requirements or “how-to” of bus riding. This includes individuals with disabilities, as well as seniors who may have limited or no experience using fixed-route bus service. Without an understanding of how to use fixed-route services, these individuals often rely on more expensive transportation options (taxis or van services), or rely on family or friends for transportation needs. KCATA’s goal for this RFP is to identify and work with a Contractor who can develop and implement a Transit Travel Training Program to successfully train seniors and individuals with disabilities on the safe and effective use of fixed-route public transit services.

c. KCATA is seeking a Contractor who has the experience and demonstrated ability to train seniors and people with disabilities to safely and effectively use public transit to access work, appointments, medical facilities, or other required destinations appropriate to the individual and their needs. The training will be conducted one-on-one and possibly in small groups, individualized for appropriate participants. KCATA will identify potential candidates through the process it uses to determine ADA paratransit eligibility. The Contractor will assess participants referred by KCATA and make a determination on whether they are appropriate candidates for transit instruction. The Contractor will develop a Transit Travel Training Plan and will then carry out the training agreed upon with participants. The training will be conducted on the fixed-route public transit service for the trips to be made by participants. Participation will be strictly voluntary and there will be no associated fees or costs to those seeking enrollment in the training program.

2.2 Transit Instruction Program Overview

Once developed and functioning, KCATA envisions that the Transit Travel Training Program will generally function as described below.

A. Identification and Referral of Participants. As part of the provision of ADA complementary paratransit service, KCATA receives and reviews applications from individuals seeking to become eligible for the service. Through this eligibility process, KCATA identifies individuals who have the current ability to use fixed-route public transit services for some or all of their trips. KCATA also identifies individuals who appear to have the ability to learn to use fixed-route public transit services with instruction. Those found able to use fixed-route services some of the time are granted “conditional” eligibility for ADA paratransit service (for those trips they cannot make on fixed-route transit). Those found able to use fixed-route transit for all of their trips are denied ADA paratransit eligibility.

Some individuals found conditionally eligible or not eligible have limited or no experience using the fixed-route public transit service. As part of the Transit Travel Training Program, KCATA will inform those found conditionally eligible or not eligible about the availability of transit training services and will invite them to contact KCATA should they be interested in receiving these services. In addition, those who appear to have the ability to use fixed-route transit with some instruction and who are granted temporary eligibility will be requested to participate in transit instruction during their term of eligibility. Individuals who contact KCATA expressing interest in transit instruction will be referred to the Contractor. While the ADA paratransit eligibility determination process is intended to serve as the primary means for identifying potential transit instruction participants, KCATA may also develop other mechanisms for identifying potential candidates for transit instruction. This may include cooperative working agreements with other local service organizations, or other methods of outreach to the community.

Individuals with a wide range of abilities and various types of disabilities will be identified as candidates for transit travel training. This will include individuals with physical, intellectual and sensory disabilities. It will also include
individuals who use various types of mobility aids and service animals. Identified candidates may also include seniors with no identified disability.

Some candidates may require Spanish interpretation. Others may require sign language interpretation in order to effectively communicate and participate in the assessment process and subsequent instruction. The Contractor shall either have in-house capabilities to provide this interpretation or shall arrange for these services with subcontractors. All subcontractors must be pre-approved by KCATA.

B. Assessment of Participants and Development of Individual Training Plans. The Contractor will contact individuals referred by KCATA and will arrange for an in-person meeting, which may occur at the Contractor’s office, to assess appropriateness for participation in the Transit Travel Training Program. As appropriate, guardians, caregivers, and family members shall be involved in the assessment process and shall be fully informed regarding the purpose, nature and scope of the assessment. With formal permission from candidates, the Contractor shall also obtain pertinent records and information from schools, adult service organizations, or independent living organizations to help inform the assessment and decision. Records obtained with formal permission should also include the information submitted to KCATA as part of the ADA paratransit eligibility determination process. The Contractor will develop and use a tool for consistently and thoroughly completing the assessment. The tool and assessment shall determine whether candidates have the basic abilities and skills to learn to independently use fixed route public transit services in a safe and effective manner. The assessment shall address all aspects of the potential for successfully completing the instruction, including the participant’s support system.

To be considered appropriate candidates for transit instruction, individuals shall already possess basic safety, social and orientation and mobility skills. While the instruction should strengthen, reinforce and thoroughly review these skills, as appropriate, candidates shall already possess, at a minimum, the following basic skills:

- Ability to follow simple directions and learn a simple routine.
- Ability to express needs, verbally or non-verbally.
- Basic orientation and mobility skills.
- Basic social skills.

To be eligible for transit instruction, candidates shall also be able to learn the skills necessary to accomplish the following bus travel tasks:

- Knowing the correct bus, including distinguishing between two (2) or more buses at the same stop.
- Getting to and boarding the correct bus, including travel from home to the bus stop, boarding at the right time, paying the fare, and finding a seat.
- Knowing where to get off the bus, including watching for and recognizing landmarks along the way.
- Getting off the bus, including communicating the proper stop to the driver, and exiting the correct door in a timely manner.
- Transferring (if applicable), including getting to the appropriate bus stop, and identifying, boarding and exiting the correct bus.
- Reaching the destination, including crossing streets safely with or without lights or controls.
- Appropriate public behavior, including waiting to board, bus riding manners, sharing seats, and dealing with strangers.
- Knowing emergency procedures, including carrying identification with home address and phone, getting assistance from the driver, missing a bus or getting on the wrong bus, route changes, dealing with harassment, asking for help, and using the telephone.

If the transit instruction will be focused on a particular trip or trips that the candidate is interested in learning to make on fixed-route public transit, the assessment process shall also consider whether bus service exists to meet the individual’s travel needs, the appropriateness of the transit option, and the environment in which the candidate will be traveling. The travel environment shall be evaluated for safety and suitability, including but not limited to, consideration of the terrain, pedestrian pathways, street crossings, traffic flow and patterns, neighborhoods, fixed-route public transit options and social conditions.

To ensure program effectiveness, candidates should plan to travel by fixed-route transit at least once per week following the successful completion of instruction.

If individuals are determined appropriate candidates for transit travel training, a Transit Travel Training Plan shall be developed. Candidates and family members, guardians and caregivers (as appropriate) shall be involved in the
development of the Plan. The Plan shall be individualized to address the needs of each candidate. The Plan shall detail the specific instruction to be provided and shall estimate the amount of time that will be required of the Instructor/Trainer and participant. The Plan shall include timelines and milestones for measuring progress and criteria for determining and documenting successful completion of each phase of instruction. If instruction is focused on a particular trip or trips to be learned, the Plan shall describe these trips, indicate what fixed route transit options and services will be used, and will indicate the frequency of the trips. Transit travel training should be focused on trips that are made at least once per week.

If individual transit instruction is determined not to be appropriate, the results of the assessment shall be communicated to the candidate, and family members, guardians and caregivers as appropriate. These results will also be communicated to the KCATA for consideration in subsequent ADA paratransit eligibility determinations. A copy of the completed assessment tool, indicating the determination to not proceed with instruction and the reasons for the decision shall be provided to the KCATA.

Prior to any field work, all persons receiving individual instruction or reinstruction shall sign an “Agreement and Consent for Individual Transit Travel Training” form that includes a release of information. KCATA reserves the right to approve the form to be used. If applicable, the trainee’s parent or legal guardian shall authorize participation in writing on the form. The Contractor shall work with KCATA in the start-up phase of the project to develop an appropriate form. The form shall comply with principles of informed consent and shall list the specific risks and consequences of the instruction. Participation in the program is voluntary and persons may discontinue training at any time. The Contractor shall make every reasonable effort to address concerns raised by the trainee, parent or guardian, or other members of the support group.

C. Approval to Provide Instruction. After the assessment and development of the Plan, and before instruction begins, the Contractor shall forward via e-mail an “Approval to Train” form to the KCATA ADA/Customer Relations Manager, or other designated staff. The form shall indicate that an assessment has been completed, a Plan developed, and a consent form signed. A copy of the completed assessment tool and Agreement and Consent form shall accompany the Approval to Train form. The Approval to Train form shall also indicate the type of instruction that will be provided, provide an estimate of the number of hours of training anticipated, and provide the number of trips per month that will be made by the participant on fixed-route public transit if the instruction is completed successfully. The Approval to Train form and attached documentation shall be forwarded to KCATA within two (2) business days following the completion of the assessment. A completed form shall be returned to the Contractor via e-mail by the close of the following business day. As appropriate, KCATA will also provide a complimentary one-month bus pass for use by the participant during instruction. KCATA will also provide the Contractor with monthly bus passes for all staff involved in providing instruction. Instruction may begin only after receipt of approval from KCATA.

D. Provision of Transit Travel Training. Once approval is received to provide instruction, the Contractor shall implement the Transit Travel Training Plan. Instruction will be individualized to participants and may include some or all of the following elements, or other elements as appropriate:

- Planning a trip
- Reading and using bus maps and bus schedules
- Contacting the KCATA call center for route and schedule information
- Using online transit information
- Dressing appropriately for weather conditions
- Judging time and distance
- Selecting the best route to and from bus stops
- Identifying landmarks
- Crossing streets safely and other safety-related issues
- Identifying the correct bus
- Communicating needs with the driver
- Following appropriate social behaviors
- Paying the fare
- Asking for a transfer
- Knowing when to get off the bus
- Handling unexpected situations
- Knowing and understanding emergency procedures
- Experiencing the use of lifts, ramps and securement systems
- Contacting KCATA to make a comment regarding the service
To meet the individual transportation needs of participants, instruction shall be provided at the same hours, places and days as the bus service the participant intends to use.

While instruction will be tailored to meet the individual needs of participants, the following general types of instruction are envisioned by KCATA:

1. **Basic Transit Travel Training.** This instruction would be provided to individuals who have all of the skills and abilities needed to travel independently in the community (e.g. individuals with physical disabilities or seniors who do not have intellectual/cognitive disabilities or significant vision disabilities) and who have limited or no experience using fixed-route public transit services. This training would focus on trip planning, reading bus schedules and maps, transfers, etc. For individuals using wheelchairs, it might also include hands-on experience using bus lifts, ramps and securement systems and familiarization with types of driver assistance that will be provided. It is expected that this type of basic transit instruction would require no more than ten (10) hours to complete, including documentation of progress and preparation of a final report.

2. **Intensive Transit Travel Training.** This type of instruction would be provided to individuals who have the basic skills to learn to travel independently in the community, but who may need instruction, reinforcement, or review of general mobility and travel skills. This type of training might be provided to individuals with mild intellectual disabilities. Typically, this type of training would focus on making a trip from a specific origin location to a specific destination. The training would follow accepted practice and would include modeling appropriate actions and behaviors, having participants perform required actions with cues and prompts, observing participants independently performing required actions (e.g., “shadowing”), reinstruction as needed and periodic observations, evaluation and follow-up. It is expected that this type of training might require up to thirty-five (35) hours of instruction, including documentation of progress and preparation of a final report.

3. **Intensive Transit Travel Training for Participants with Vision Disabilities.** This type of instruction would be provided to individuals whose primary disabilities are significant vision impairment. Candidates for this type of training must possess basic skills and abilities to travel independently, but may need targeted additional instruction to travel to specific locations using fixed-route public transit service. Basic Transit Travel Training is a prerequisite. Typically, this instruction would focus on travel between a specific origin location and destination. The instruction shall follow best practices in the specialty field of orientation and mobility instruction for persons with vision disabilities. This instruction shall only be provided by certified and licensed Orientation and Mobility Instructors working within an agency or organization with a proven track record of providing this type of service and using established procedures for assessment, development of instruction plans, and provision and documentation in orientation and mobility instruction. If the Contractor is not an agency with this type of program and staff, it is expected and acceptable to arrange for this type of instruction through a subcontract with an agency or organization that is so qualified. It is expected that this type of training might require up to forty (40) hours of instruction, including documentation of progress and preparation of a final report.

4. **Additional Destination Training.** This type of instruction might be provided to individuals who have completed intensive training to travel to a particular location and who now need to learn to travel to an additional location. This might be necessary if participants change job locations, move their place of residence, or need to start traveling frequently to another location. Since these individuals would have successfully completed many of the elements of intensive training, this additional instruction would focus on planning the new trip, the new fixed-route transit option to be used, and safely navigating the environment to the new location. It is expected that this type of training might require up to twenty (20) hours of instruction, including documentation of progress and preparation of a final report.

E. **Documentation of Progress.** Throughout the instruction process, the Contractor shall maintain thorough and complete records of participant progress. All meetings held, instruction efforts undertaken, issues encountered, incidents, and relevant observations shall be included. The information shall be shared with the participant, and family members, guardians and caregivers as appropriate, so that they remain fully engaged and informed. The documentation shall be used to adjust the Transit Travel Training Plan as appropriate.

Documentation of progress shall also include tracking the hours required for trainings. If an individual training exceeds the estimated maximum hours listed in Section 2.2 D above, the Contractor shall inform KCATA’s ADA/Customer Relations Manager, or designee, and shall obtain permission to provide additional hours of training.
F. **Preparation of Final Report.** Upon completion of instruction for each participant, a final report will be prepared. This report will provide a final assessment of the participant’s performance in the instruction and resulting travel abilities. The assessment will be based on the information contained in the documented progress records. The Final Report shall specify any follow-up that is appropriate. The information will be shared with participants, and family members, guardians and caregivers as appropriate. A copy of the final report will be provided to the KCATA.

G. **Follow-up with Participants Who Have Completed Training.** The Contractor shall perform periodic follow-up with participants who have successfully completed intensive instruction. The frequency and method of this follow-up shall be included in the final plan, and might include telephone contact or additional “shadowing” and observations of actual trip-making. It is expected that follow-up might require up to twelve (12) hours over a one-year period.

### 2.3 Contractor Tasks

In order to establish and carry out the desired Transit Travel Training Program, the Contractor shall complete the following tasks, at a minimum. Other tasks or subtasks deemed appropriate and desirable should be detailed by Proposers in their proposals.

A. **Development of Program Policies, Procedures, Tools and Systems.** The Contractor shall prepare a comprehensive Policies and Procedures Manual that will guide all aspects of the Transit Travel Training Program. The Manual shall detail the procedures, rules and requirements under which the services will be provided. The Manual shall address program structure, staffing, staff qualifications and supervision. It shall also address standards of care, informed consent, person-centered service provision, appropriate involvement of family, guardians and caregivers, and confidentiality. The Manual shall detail all protocols, forms and tools to be used in completing assessments, preparing Transit Travel Training Plans, providing instruction, documenting progress, preparing final reports, and reporting to KCATA.

The Manual shall also include detailed emergency policies and procedures. The emergency policies and procedures shall take into account the varied disabilities of participants and the fact that instruction may take place in a wide range of environments and times of day.

The Manual shall detail the Contractor’s risk management plan and internal monitoring procedures that will be used to ensure that instruction is provided consistently and in accordance with established rules, procedures and protocols.

A copy of the Policies and Procedures Manual shall be provided to KCATA within 30 days of the execution of a contract. KCATA shall indicate acceptance of the Manual before the program is implemented. KCATA’s acceptance of the Manual shall not be interpreted as an approval of the contents and shall not relieve the Contractor of its duty to ensure that all rules, policies, procedures and protocols are in accordance with appropriate professional standards of care and standards for the professional practice of travel instruction.

B. **Hire and Train Staff.** Upon acceptance of the Policies and Procedures Manual, the Contractor shall hire and train staff needed to implement the program. Training shall be provided to proficiency in all aspects of the program. All training shall be documented with curricula, materials and documentation available for KCATA review. The Contractor shall provide KCATA with documentation of the qualifications of all staff and required background checks before they begin conducting services.

C. **Execute Subcontracts as Needed.** This might include a subcontract for Orientation and Mobility Instruction for participants with vision disabilities. Or, it might include subcontracts for Spanish and sign language interpretation services as needed.

D. **Implement Transit Travel Training Program.** The Contractor will then implement the program, begin accepting referrals from KCATA, and provide transit instruction to appropriate candidates. The Contractor shall contact candidates and offer assessment appointments within ten (10) calendar days of receiving referrals from KCATA. Should candidates decline the offered appointments and the assessment is conducted more than ten (10) calendar days from the referral, the Contractor shall document the call and delay by the candidate. Contact to begin trainings shall begin within ten (10) calendar days of receiving approval to train from KCATA. Training shall then commence as soon as possible, subject to the participant’s schedule. Training shall be designed to accommodate participant work schedules or other scheduled activities.

The Contractor shall be available during normal business hours Monday through Friday, except major holidays, to handle referrals and conduct assessments. Trainings may require additional days and hours to duplicate travel on the days and times of trips being made by participants.
E. **Monitor Route Changes and Offer Additional Destination Trainings.** The Contractor will be expected to keep track of the transit routes and trip times of participants who have successfully completed intensive training. KCATA will then communicate to the Contractor any expected changes in routes throughout the term of the contract. If any planned route changes will impact program participants, the Contractor will contact participants as part of the ongoing follow-up process and inform them of the planned changes. Retraining to a different location or using another transit option will be offered as appropriate.

F. **Communicate with Candidates Who May Be Placed On A Waiting List.** It is possible that, due to budgetary constraints, KCATA may not be able to authorize the Contractor to proceed with assessments or transit instruction for all of the individuals deemed appropriate for the program. In the event that this is the case, the Contractor shall make telephone contact with the referred candidates and then follow this verbal contact up with a letter informing them of the situation. Periodic contact shall then be maintained until candidates are able to be assessed and provided with instruction or until candidates elect to withdraw from the program.

G. **Assist KCATA with Community Outreach.** Upon request, the Contractor’s Program Manager shall accompany KCATA staff to meetings with local agencies and organizations to explain the program to the community.

H. **Prepare Monthly Invoices.** Throughout the term of the contract, the Contractor shall prepare and submit monthly invoices to KCATA. Monthly invoices shall include:
   a. An agreed-upon monthly fixed cost for program administration and overhead;
   b. The number of hours of Program Manager time spent on general program administration (e.g., start-up activities, outreach activities, reporting to KCATA, etc.) times the agreed-upon hourly rate for the Program Manager;
   c. The number of assessments completed by in-house staff, and the hours spent by each staff person times the applicable hourly rates for each staff person who conducted assessments;
   d. The number of “Basic Transit Travel Trainings” completed by in-house staff, and the hours spent by each staff person times the applicable hourly rates for each staff person who conducted Basic Transit Travel Training;
   e. The number of “Intensive Transit Travel Trainings” completed by in-house staff, and the hours spent by each staff person times the applicable hourly rates for each staff person who conducted Intensive Transit Travel Training;
   f. The number of “Intensive Transit Travel Trainings for Participants with Vision Disabilities” completed by in-house staff, and the hours spent by each staff person times the applicable hourly rates for each staff person who conducted Intensive Transit Travel Training for Persons with Vision Disabilities;
   g. The number of “Intensive Transit Travel Trainings for Participants with Vision Disabilities” completed by subcontractors and the costs for these subcontractor services;
   h. The number of “Additional Destination Trainings” completed by in-house staff, and the hours spent by each staff person times the applicable hourly rates for each staff person who conducted Additional Destination Trainings;
   i. The number of “Additional Destination Trainings” completed by subcontractors and the costs for these subcontractor services;
   j. The number of participants requiring Spanish or sign language interpretation services and the subcontractor costs for providing these services.

I. **Prepare Monthly Program Reports.** Throughout the term of the contract, the Contractor shall prepare and submit monthly program reports to KCATA. Monthly program reports shall include:
   a. The number of outreach efforts that the program Manager assisted with that month and a cumulative number of outreach efforts from program inception to date;
   b. The number of referrals received from KCATA that month and a cumulative number from program inception to date;
   c. The number of assessments completed that month and a cumulative number from program inception to date;
   d. The number of candidates determined not appropriate for transit instruction that month and a cumulative number from program inception to date;
   e. The number of candidates found appropriate for transit instruction that month by type of instruction (i.e., Basic Transit Travel Training, Intensive Transit Travel Training, Intensive Transit Travel Training for Persons with Vision Disabilities, Additional Destination Training);
   f. The number of individuals who completed transit instructions during the month by type of instruction (i.e., Basic Transit Travel Training, Intensive Transit Travel Training, Intensive Transit Travel Training for Persons with Vision Disabilities, Additional Destination Training);
g. The cumulative numbers of individuals who have completed transit travel training from program inception by type of instruction (i.e., Basic Transit Travel Training, Intensive Transit Travel Training, Intensive Transit Travel Training for Persons with Vision Disabilities, Additional Destination Training);

h. The estimated number of additional trips made on fixed-route public transit that month as a result of completed trainings;

i. The estimated cumulative number of trips made on fixed-route public transit from program inception to date as a result of completed trainings;

j. The number of individuals on waiting lists for assessments or transit instruction as of the end of the month;

k. A summary of any incidents or accidents during the month;

l. A summary of all comments, complaints and commendations received from program candidates and participants during the month;

m. A narrative indicating any issues related to the conduct of the program.

J. Incident Reports as Required. The Contractor shall immediately notify by phone and email the KCATA ADA/Customer Relations Manager of any accident or incident involving any person being assessed or receiving transit instruction. A written Incident Report shall be provided to KCATA within one business day of the incident or accident.

K. Complaints, Comments and Commendations. The Contractor shall establish a process for accepting, logging, investigating and responding to any comments, complaints or commendations received from program candidates or participants. Copies of all such communications shall be provided to KCATA as part of the regular monthly reporting process.

L. Prepare a Final Report. Upon completion of the contract, the Contractor shall provide a brief written report to KCATA describing program successes, issues, lessons learned, and thoughts for future program improvement. The report shall also include final program statistics and costs. The Final Report shall be provided to KCATA within thirty (30) days of the last monthly program activities.

2.4 Estimated Level of Effort

Following start-up and once the program is fully operational, the KCATA anticipates the monthly Transit Travel Training Program activities and levels of effort shown on the table below. As shown, it is anticipated that the Contractor’s Program Manager will participate in an average of two community outreach meetings per month, each requiring about four (4) hours. An average of about ten (10) assessments per month is estimated, each requiring about eight (8) hours. About 60% of those referred for assessments are expected to be appropriate for transit instruction, with three (3) then receiving Basic Transit Travel Training, two (2) receiving Intensive Transit Travel Training, and one (1) receiving Intensive Transit Travel Training for Persons with Vision Disabilities. About one (1) Additional Destination Training is expected per month. Over a period of 12 months, this suggests that there will be about thirty-six (36) individuals who will receive Basic Transit Travel Training and forty-eight (48) individuals who will receive Intensive Transit Instruction. Given about twelve (12) hours per year (or one hour per month) of follow-up per person completing Intensive Transit Travel Training, this suggests about four (4) hours of follow-up in the second month of the program, forty-eight (48) hours of follow-up per month by the end of the first year and then ongoing. This suggests an average month effort of about twenty-four (24) hours in the first year and forty-eight (48) per month each year thereafter.

These estimates of program activity and level of effort are provided to facilitate program planning and to provide a basis for Proposers to develop staffing plans and proposals. These estimates only and the selected Contractor may be asked to perform more or fewer assessments, instructions, and follow-ups each month. In particular, it is possible that less activity would occur be necessary in the first several months of the program as outreach efforts are made to the community. Prior to award of a contract, the KCATA will negotiate with the successful Proposer an acceptable arrangement to ensure that costs invested in the start-up of the program and commitments to staff for the program can be protected.
2.5 Staffing and Staff Qualification

Given the expected level of program activity detailed above, KCATA envisions that the Contractor will provide a full-time Program Manager/Instructor and two part-time Travel Trainers. Proposers may propose other staffing arrangements.

Basic Transit Travel Training and Intensive Transit Travel Training may be provided by the Program Manager/Instructor and the Travel Trainers. As noted in Section 2.2 D, Intensive Transit Travel Training for Participants with Vision Disabilities shall only be provided by a certified and licensed Orientation and Mobility Instructor.

The Contractor shall schedule assessments, trainings and other activities in a manner that maximizes efficient use of staff resources while still meeting participant needs and expectations.

KCATA reserves the right to approve any staff proposed for the program. A clean criminal background check is a requirement for all staff involved in the program.

A. Program Manager/Instructor Responsibilities and Qualifications. The Contractor must be competent to oversee and deliver the Transit Travel Training Program with the direction and assistance, as required, of KCATA. Once the program is fully operational, it is anticipated that the Contractor will spend 50-75% of his or her time performing assessments, and conducting trainings. The remainder of time will be spent on administrative tasks and on supervising and overseeing the work of the Travel Trainers.

At a minimum, the Program Manager/Instructor must possess an Associates or Bachelor Degree, three (3) years experience as a supervisor, and three (3) years providing travel instruction to persons with disabilities. The Program Manager/Instructor shall be fully competent in the principals of travel instruction for persons with disabilities and the professional standards for this type of service and be trained to proficiency in delivering services in accordance with these principals and standards. Certification in CPR and First Aid is required. Knowledge of occupational, physical, or recreational therapy principles is desired.

The Program Manager shall create and maintain a supportive work environment that employs and retains highly qualified and motivated employees. The Program Manager must have demonstrated skills in motivating staff, team building, communication and training. To maintain quality and compliance, the Program Manager should be competent in all aspects of mobility training methodologies, processes and procedures. The Program Manager is expected to have the ability to perform the work in the area they supervise and to possess a level of expertise that makes them a resource for employees.

The Program Manager must be able to clearly and accurately develop and administer assessments, individualized transit travel training plans, work performance tracking systems, evaluate employee performance and analyze and evaluate work processes. The Program Manager must be able to develop, document, communicate and administer operating procedures.

The Program Manager will be responsible for the conduct and performance of the Travel Trainers and any other staff assigned to the program.

<table>
<thead>
<tr>
<th>Est. # Per Mo.</th>
<th>Description</th>
<th>Est. Hrs. Per Activity</th>
<th>Est. Total Monthly Contractor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Community Outreach Meetings</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>Assessments</td>
<td>8</td>
<td>80</td>
</tr>
<tr>
<td>3</td>
<td>Basic Transit Travel Trainings</td>
<td>10</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Intensive Transit Travel Trainings</td>
<td>35</td>
<td>70</td>
</tr>
<tr>
<td>1</td>
<td>Intensive Transit Travel Trainings for Persons with Vision Disabilities</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>1</td>
<td>Additional Destination Trainings</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>Follow-ups (Year 1)</td>
<td>1</td>
<td>24</td>
</tr>
<tr>
<td>48</td>
<td>Follow-ups (Year 2+)</td>
<td>1</td>
<td>48</td>
</tr>
<tr>
<td></td>
<td>Total Estimates Contractor Staff Hours Per Month</td>
<td></td>
<td>272 (Year 1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>296 (Year 2+)</td>
</tr>
</tbody>
</table>
In addition, the Program Manager shall be responsible for:
   a. Day-to-day operation of the transit travel training program.
   b. Scheduling staff to conduct assessments/training.
   c. Supervising all travel trainers and required staff.
   d. Arranging for the training and assignment of personnel.
   e. Training, initial and ongoing, of contracted staff.
   f. Maintaining complete documentation of all training programs and staff attendance.
   g. Ensuring Contractor compliance with the RFP.
   h. Preparing reports as required including monthly reports and others as requested and/or required by KCATA or funding partners.
   i. Preparing monthly invoices documenting all charges.
   j. Professional conduct as a representative of KCATA.

B. Travel Trainer Responsibilities and Qualifications. Travel Trainers will carry out assessments and transit travel training under the supervision of the Program Manager/Instructor in accordance with the approved Transit Travel Training Plans. Travel Trainers shall provide training and complete all required documentation of assessment and training in accordance with Program Policies and Procedures.

Travel Trainers must be fully competent in the principals of travel instruction for persons with disabilities and the professional standards for this type of service and be trained to proficiency in delivering services in accordance with these principals and standards. Certification in CPR and First Aid is required.

Travel Trainers must maintain safety awareness at all times and be aware of, sensitive to, and responsive to the needs of each program participant. Travel Trainers must demonstrate professional and ethical conduct at all times as a representative of the KCATA.

Travel Trainers must meet or exceed these minimum qualifications:
   a. Two (2) years of paid, professional experience working with individuals with disabilities. This should be demonstrated in the resume provided with proposal and be so detailed as to include varied tasks performed by the travel training personnel while working with individuals with disabilities.
   b. Excellent interaction and sensitivity awareness in order to work with people with various disabilities.
   c. Excellent organizational and documentation skills.
   d. Excellent written and oral communication skills.
   e. Knowledge of mobility training principles and procedures.
   f. Effective problem solving skills.
   g. Be knowledgeable of fixed-route bus system and schedule and KCATA service area in which they will be assigned to work.
   h. Contractor shall obtain a nationwide criminal background check of its employees. Records of criminal background checks shall be kept on file and made available to KCATA for review upon request.

C. Orientation and Mobility Instructor Responsibilities and Qualifications. As noted in Section 2.2 D, Intensive Transit Travel Training for Participants with Vision Disabilities shall only be provided by a certified and licensed Orientation and Mobility Instructor (O&M Instructor). The Contractor may subcontract for these services with an agency or firm that employs O&M Instructors and which has a proven history of delivering orientation and mobility training services to persons with vision disabilities.

Any O&M Instructors who work under the program shall be fully certified and licensed. They shall also have a minimum of three (3) years of experience successfully delivering orientation and mobility instruction services to persons with vision disabilities. They must be fully versed in the professional standards and principals of orientation and mobility instruction. The agency or organization for which they work must also have a thorough and complete Policies and Procedures Manual for safely delivering these services. O&M Instructors engaged under this program shall also have:

   a. Excellent interaction and sensitivity awareness in order to work with program participants.
   b. Excellent organizational and documentation skills.
   c. Excellent written and oral communication skills.
   d. Effective problem solving skills.
   e. Be knowledgeable of fixed-route bus system and schedule and KCATA service area in which they will be assigned to work.
f. A clean criminal background check.

2.6 Safety and Standards of Professional Care

The safety of candidates and participants shall be of paramount importance in all aspects and phases of the program. The Contractor shall have Policies and Procedures in place to address safety and the handling of any emergencies that may arise. These Policies and Procedures shall consider the varying needs of individuals who may participate in the program and the various settings within which services will be delivered. The Contractor shall ensure that all employees engaged in the program, as well as any subcontractors providing services under the program, are proficient in these Policies and Procedures. The Contractor shall also have service monitoring and risk management procedures in place to ensure that services are being delivered in a safe manner.

All staff engaged in assessments or training shall have working cell phones. Communications procedures shall be established to ensure that this staff has appropriate access to any assistance that may be needed and that they engage the appropriate emergency assistance as needed.

The Contractor shall also ensure that the accepted standards of professional care for travel training of persons with disabilities are followed in the delivery of any services provided under the program. All staff providing services shall have the competencies needed to deliver the service in accordance with accepted practice. All staff shall be adequately trained, supervised and monitored. Documentation of qualifications, training, and monitoring shall be maintained by the Contractor. All procedures, policies, tools, and protocols shall also be developed in accordance with the highest professional standards for this type of service.

2.7 Office Space

The Contractor shall provide adequate office space for the staff engaged and for the conduct of assessments and training. The space shall ensure that participant confidentiality is maintained as services are provided. Secure files shall also be provided to store any confidential information obtained from candidates, participants, or others.
SECTION 3

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Transit Travel Training & Related Services

PROPOSAL INSTRUCTIONS
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 August 11, 2011 at 1 p.m. CST. 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 be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108. Use c/o Shipping and Receiving if sending by UPS, DHL, Fed Ex or other overnight courier. Proposer should request “Signature Required” delivery method.

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 Kristen L. Emmendorfer, Sr. Procurement and Contract Administrator. Electronic comments, questions and requests for clarification should be sent to Kristen Emmendorfer at kristene@kcata.org and the subject line should read “RFP # 11-7010-30 Transit Travel Training.”

D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) 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.

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 requirements and instructions.

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 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 after the date of 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.

3.8 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.

3.9 Disadvantaged Business Enterprise (DBE) Requirements

A. For this project, a goal of twelve (12%) DBE participation has been established. DBE firms are encouraged to submit bids as Prime Contractors or Subcontractors.

B. To be eligible a firm must 1) be certified as a DBE under U. S. Department of Transportation’s guidelines found in 49 CFR Part 26; and 2) hold a current, valid certification from a member of the Missouri Regional Certification Committee (MRCC). A database of certified firms may be found at www.modot.mo.gov/ecr/index.htm.

C. Contractors not meeting the established DBE goal on this project must provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

D. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women’s business organizations in sufficient time to allow DBE firms to participate effectively.

2. Provided notice to a reasonable number of minority and women’s business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.

3. Sent written notices, by certified mail or facsimile, to qualified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.

4. Attempted to identify portions of the work for qualified DBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those DBE contractors identified by the MRCC listed in those categories, which are in those subcontractors’ scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.

5. Requested assistance in achieving the goals from KCATA and acted on the KCATA’s recommendations.

6. Conferred with qualified DBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.

7. Attempted to negotiate in good faith with qualified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:

   a. Names, addresses and telephone numbers of DBEs that were contacted and date of contact;
   b. The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them;
   c. The reasons no agreement was reached with any DBE, including the basis for any Bid rejection.
(i.e., availability, price, qualifications or other);

d. Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance
and/or to obtain necessary supplies at the best prices available.

E. DBE Participation Credit

1. The following shall be credited towards achieving the goals, except as provided herein:

   a. The total contract dollar amount that a qualified DBE Prime Contractor earns for its portion of work done
      on the contract that is done by its own workforce, is performed in a category in which the DBE is currently
      certified, and is a commercially useful function as defined by the Program.

   b. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor
      that is a qualified DBE; and

   c. Subcontractor participation with a lower tier DBE subcontractor; and

   d. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies
      or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a
      manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a
      case-by-case basis.

2. No credit, however, will be given for the following:

   a. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the
      Program; and

   b. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor
      or any other contractor who is not a qualified DBE; and

   c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price,
      determining quality and quantity, ordering the materials and installing (where applicable) and paying for
      material itself; and

   d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

F. Requests for Subcontractor Modification or Replacement.

1. Prior to an award of a negotiated procurement and once a contract has been awarded, Contractor may
   not substitute, delete or terminate a DBE subcontractor without KCATA’s prior written consent. This
   includes, but is not limited to, instances in which a Contractor seeks to perform work originally
   designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or
   with another DBE firm.

2. Written consent of termination may be given if the Contractor has demonstrated good cause. Good
   cause includes the following circumstances.

   a. The listed DBE subcontractor fails or refuses to execute a written contract; or

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

   c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable,
      nondiscriminatory bond requirements; or

   d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or

f. The DBE subcontractor is not a responsible contractor; or

g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;

h. The listed DBE is ineligible to receive DBE credit for the type of work required;

i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.

4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor’s notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
SECTION 4

KANSAS CITY AREA TRANSPORTATION AUTHORITY

Transit Travel Training & Related Services

PROPOSAL SUBMISSION,
EVALUATION
AND
AWARD
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 six (6) full, complete, and exact copies of the original proposal. The package should be clearly labeled “RFP # and Title – Technical Proposal.” Original to be bound and copies unbound and secured by rubber band/clip, etc. All pages are to be numbered.

C. The second sealed package should contain an original and two (2) full, complete, and exact copies of the Cost Proposal. The package should be clearly labeled “RFP # and Title – Cost Proposal.” Original to be bound and copies unbound and secured by rubber band/clip, etc. All pages are to be numbered.

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 so 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, technical 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 Mark Huffer, General Manager, Kansas City Area Transportation Authority, 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. Briefly state the firm’s understanding of the services to be performed and make a positive commitment to provide the services as specified

4. **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. Provide resumes for the proposed Project Manager and other primary team members and possible staffers. Discuss unique, valuable qualifications these individuals bring to the project. Using the job titles of the personnel to be used for the project’s duration, explain how the individuals will fulfill the goals and objectives outlined in the Request for Proposal. This section should discuss the professional experience of the team’s personnel and how the experience directly relates to the scope of work to be performed.

   c. 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. Provide an organizational chart depicting managerial and other project-assigned personnel.

   d. Availability of key team personnel assigned shall be outlined. KCATA expects that the Program Manager shall remain assigned and available to this project for its duration. Discuss proposer’s understanding of potential problem areas and proposer’s capacity and ability to provide the broad spectrum of services.

5. **Performance Record**

   a. To demonstrate the program manager’s experience, provide references on up to three (3) representative projects. At least one reference contact (including name, title, current e-mail address and telephone number) should be provided for each project. Include role of the program manager, contract amount, and contract start and end dates. Explain what it is about the references that best showcase the program manager’s ability to oversee KCATA’s transit travel training initiative. Provide detailed information regarding the proposed program manager’s performance record and success in overseeing a similar travel training project and its personnel, daily operations and critical components.

   b. List the qualifications, applicable certifications and field work of each of the team members. This section should explain to KCATA why your team is qualified to work specifically in transit travel training environments and with its unique population of clientele.

   c. State program start-up enhancements or ideas in approach to delivering the project proposer may offer KCATA that is not specifically requested in the RFP.
6. **Project Approach and Project Organization**
   a. Proposer should describe in detail their firm’s perspective of KCATAs needs and desired outcome for this program as described in the scope of work. Discuss the strategic plan and project approach, proposer’s assumptions in selecting this strategy and the quality assurance program. Present the management approach to be followed and the management techniques required for implementation and continued progress of the Work. Indicate to KCATA characteristics of the firm that separate it from competitors.
   
b. Clarity, quality, and thoroughness of proposal content in addressing the required submissions of the RFP.

7. **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 under separate cover at time of proposal deadline.

8. **Subcontractor Utilization Plan.** Subcontractors must be approved by KCATA prior to contract award. 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.”

9. **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 requested, the Proposer will be deemed to have accepted the sample contract language. If the Proposer requests 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.

10. **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, the disposition.

11. **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.

12. **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.

13. **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.

   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.

14. **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 EEO and 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
(Attachment E). 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, sub-recipients, 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 Cost Proposal

A. This section should disclose all charges to be assessed to KCATA for the Scope of Work. Please follow the format in Attachment D.

B. 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. This is a “Best Value,” competitive, negotiated source selection. Award of contract, if made, will be made 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. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.

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 a travel training service provider with extensive knowledge and experience 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. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals are 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 order of importance.
1. **Experience and Qualifications.** This factor includes any enhancements or value added services Proposer will provide.

2. **Performance Record.** This factor includes Proposer’s demonstrated record of quality customer service.

3. **Project Approach and Project Organization.** This factor includes the logic of the project organization and Proposer’s conceptual approach and ideas related to service.

4. **Proposal Merit.** This factor includes Proposer’s compliance with solicitation requirements and the quality, clarity and thoroughness of the proposal.

5. **Cost Price.** This factor includes
   - Reasonableness and fairness of the cost/price;
   - Adequacy of data in support of the figures quoted;
   - Basis on which cost/price are quoted;
   - Total cost to the Authority.

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 may be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for August 25 and 26, 2011. 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 to the responsive and responsible Proposer(s) judged to provide the best value to the Kansas City Area Transportation Authority.
ATTACHMENT A.

SAMPLE CONTRACT
PROPOSAL #11-7010-30
Travel Transit Training

THIS CONTRACT, made and entered into as of the ____ day of ________________ 2011, 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 July 18, 2011, entitled Transit Travel Training and Related Services sometimes referred to as the “project”, the “Project” or the “work”). The Contractor hereby agrees to provide Mobility and Travel Training Services for 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 two (2) years 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 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)

By ___________________________

Name: _________________________  
Date __________________________

Title: _________________________  

Date __________________________

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By ___________________________

Etta J. Jackson
Director of Procurement

Date __________________________
CONTRACT CONDITIONS

1. AGREEMENT IN ENTIRETY

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

2. ASSIGNMENT

Contractor. 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.

3. BANKRUPTCY

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

4. BREACH OF CONTRACT; REMEDIES

A. 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.

B. 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.

5. 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 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.

6. 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.

1. 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.

2. 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.


D. ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities (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.

7. 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.

8. CONTINUITY OF SERVICES

A. 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.

B. 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.

9. 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.

10. 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.

11. 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.

12. 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 12 percent. A separate contract goal of 12% DBE participation has 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. Requests for Subcontractor Modification or Replacement.

1. Once a contract has been awarded, Contractor may not substitute, delete or terminate a DBE subcontractor without KCATA’s prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or
2. Written consent of termination may be given if the Contractor has demonstrated good cause. Good cause includes the following circumstances.

   a. The listed DBE subcontractor fails or refuses to execute a written contract; or

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

   c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements; or

   d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or

   e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or

   f. The DBE subcontractor is not a responsible contractor; or

   g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;

   h. The listed DBE is ineligible to receive DBE credit for the type of work required;

   i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

   j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.

4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor’s notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

13. 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.

14. DISPUTE RESOLUTION

A. 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 proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the KCATA Director of Procurement’s decision.

B. 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.

15. EMPLOYEE ELIGIBILITY VERIFICATION

A. To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect 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.

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

16. 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.
17. **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.

18. **FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, “Program Fraud Civil Remedies,” 49 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.

B. 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.

19. **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.

20. **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.

21. **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.

22. **INDEPENDENT CONTRACTOR**

A. 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.

B. 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.
23. 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.

24. INSURANCE

A. The insurance required under the purchase order or contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor’s obligations under the Liability and Indemnification section below. 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.

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

1. Contractual liability coverage is applicable.

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

a. 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.

b. 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.

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

A. Worker’s Compensation and Employers Liability:

<table>
<thead>
<tr>
<th>Workers Compensation:</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability Limit:</td>
<td>Bodily Injury by Accident: $500,000 each accident</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease: $500,000 each employee</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease: $500,000 policy limit</td>
</tr>
</tbody>
</table>

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.

B. Commercial General Liability

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

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

C. Auto Liability:

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

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

D. Professional Liability Insurance:

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

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

E. Pollution Liability:

Pollution Liability Limit: $1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

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.

25. 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.

1. 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.

2. 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.

3. If any action at law or suit in equity is instituted by any third party against KCATA, or its commissioners, officers or employees arising out of or resulting from the acts of 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.

4. 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 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.

26. LICENSING, LAWS AND REGULATIONS

A. 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.

B. 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.

27. LOBBYING RESTRICTIONS

A. 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.
B. 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.

C. 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.

28. 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:

29. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

A. 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.

B. 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.

C. 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.

D. 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.
30. PRIVACY ACT REQUIREMENTS

A. 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.

B. 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.

C. 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.

31. PROHIBITED INTERESTS

A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this 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.

B. 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.

32. PROHIBITED WEAPONS AND MATERIALS

A. Missouri Revised Statutes, 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.

B. 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.

C. 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.

D. 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.

E. 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.

33. QUALIFICATION REQUIREMENTS

“Qualification Requirement”, as used in this Section, means a KCATA requirement for testing or other quality assurance demonstration that must have been completed before Contract award. One or more qualification requirements may apply to the products, equipment, materials, supplies, work or services covered by this Contract, whether the covered product or service is an end item under this Contract or simply a component of an end item. The products, equipment, material, supply, work or service must be qualified at the time of award of this Contract, whether the Contractor or a subcontractor will ultimately provide the same in question. If, after award, KCATA discovers that an applicable qualification requirement was not in fact met at the time of award, KCATA may either terminate this Contract for default or allow performance to continue if adequate consideration is offered and KCATA determines the action is otherwise in KCATA’s best interest.

34. RECORD RETENTION AND ACCESS

A. 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.

B. 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.

D. 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.

35. REQUESTS FOR PAYMENT

A. 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.

B. 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.

C. 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.

D. 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.

36. 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
37. 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.

38. 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
39. 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.

40. 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.
41. 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].

1. 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.

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

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

If Contractor fails to remedy to KCATA’s satisfaction the breach or default of any of the terms, covenants, or conditions of this 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.

E. Waiver of Remedies for any Breach. In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this 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.

F. 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.

42. UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor’s performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor’s suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.
A. **Notification of Delays.** The Contractor shall notify the KCATA Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.

B. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the KCATA Director of Procurement to make a decision on any request for extension. The KCATA Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The KCATA Director of Procurement shall notify the Contractor of its decision in writing.

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

43. **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)(1) 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.

44. **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 _______________________

RFP #11-7010-30 Transit Travel Training & Related Services Page 48 of 69
Issued 07-18-2011
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

(Appendix C to Agreement or KCATA Purchase Order)

Contractor will prepare and submit with its response to RFP
Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

- Technical Proposal
- Cost Proposal
- Vendor Registration Form
- Work Force Analysis Report Form
- Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier)
- Certification of Debarment (Primary and Lower-Tier)
- Certification of Lobbying (Primary and Lower-Tier)
- Receipt of Addenda Form (If applicable)
- Audited Financial Statements for Past Two Years
## ATTACHMENT C
### Year 1 Labor Hours
#### Transit Travel Training – RFP #11-7010-30

### PERSONNEL COSTS
Provide fully loaded rates by position for completing all requirements of the RFP. Proposers must provide position titles and fully inclusive blended hourly rates. A range of hourly rates is not acceptable.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Name</th>
<th>Billable Hourly Rate</th>
<th>Est. Hours</th>
<th>Cost Total</th>
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</tbody>
</table>

**Total Personnel Costs Year 1**

### DIRECT EXPENSES

<table>
<thead>
<tr>
<th>TYPE OF EXPENSE</th>
<th>COST</th>
<th>Cost Total</th>
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</table>

**Total Direct Expenses Year 1** $
ATTACHMENT C-1
Year 2 Labor Hours
Transit Travel Training – RFP #11-7010-30

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Name</th>
<th>Billable Hourly Rate</th>
<th>Est. Hours</th>
<th>Cost Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**TOTAL PERSONNEL COSTS YEAR 2**

<table>
<thead>
<tr>
<th>TYPE OF EXPENSE</th>
<th>COST</th>
<th>Cost Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**TOTAL DIRECT EXPENSES YEAR 2** $
TOTAL PROPOSED COST

Total cost for all services to be provided under a contract award from this RFP, including total personnel costs, direct expense cost and travel expenses.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Personnel Costs</td>
<td>$</td>
</tr>
<tr>
<td>Total Travel Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Additional Expenses (define on a separate sheet)</td>
<td>$</td>
</tr>
<tr>
<td>Overall Proposed Cost</td>
<td>$</td>
</tr>
</tbody>
</table>

In compliance with this Request for Proposal an subject to all the conditions thereof, the Offeror agrees to furnish the services requested and proposed and certifies that the Offeror has read, and understands and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named herein.

Company Name __________________________________________  Federal Tax ID_________________________________

Address________________________________________________________________________________________________________

Telephone_______________________________________________  Fax_______________________  Email__________________

Printed Name____________________________________________  Title________________________

Signature_______________________________________________  Date_______________________
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.

<table>
<thead>
<tr>
<th>Legal Entity Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doing Business As:</td>
<td>Toll-free Phone:</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>Fax:</td>
</tr>
<tr>
<td>City:</td>
<td>Email:</td>
</tr>
<tr>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td></td>
<td>Website:</td>
</tr>
<tr>
<td>Contact Person Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>Contact Email:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>City:</td>
<td>Fax:</td>
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<tr>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td></td>
<td>Comments:</td>
</tr>
</tbody>
</table>

**Business Type:**
- [ ] Individual
- [ ] Partnership
- [ ] Corporation
- [ ] Limited Liability Company
- [ ] Other (Explain) ______

**If Incorporated, in Which State:**

**Federal Tax ID No:**

**Years in Business:**

**Years in Business Under Current Name:**

**Annual Gross Receipts:**
- [ ] Less than $250,000
- [ ] $250,000 to $500,000
- [ ] $500,000 to 1 Million
- [ ] $1 Million to 5 Million
- [ ] $5 Million to 10 Million
- [ ] More than 10 Million

**Standard Invoice Terms:**

<table>
<thead>
<tr>
<th>Due Days</th>
<th>Discount Days</th>
<th>Percent</th>
</tr>
</thead>
</table>

**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:

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Sales</th>
<th>Management</th>
<th>Construction</th>
<th>Manufacturing</th>
<th>Consulting</th>
<th>Other (Specify)</th>
</tr>
</thead>
</table>

1. **Does your firm have a written Affirmative Action Plan?** If YES, submit a copy.
   - [ ] YES
   - [ ] NO
   - [ ] 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.
   - [ ] YES
   - [ ] NO
   - [ ] 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.
   - [ ] YES
   - [ ] NO
   - [ ] ENCLOSED

4. **Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?**
   - [ ] YES
   - [ ] NO

**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

For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.

**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.

**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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
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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
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.
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).

<table>
<thead>
<tr>
<th>Name</th>
<th>Job Title</th>
<th>Gender</th>
<th>Race</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Sincerely,

(Company Representative)  
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.
GUIDELINES FOR WORKFORCE ANALYSIS

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.

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Number of Employees (Report employees in only one category)</th>
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<tbody>
<tr>
<td></td>
<td>Race/Ethnicity</td>
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<td></td>
<td>Hispanic or Latino</td>
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<tr>
<td></td>
<td>Number of Employees</td>
</tr>
<tr>
<td></td>
<td>Male</td>
</tr>
<tr>
<td>Executive/Senior-Level Officials and Managers</td>
<td></td>
</tr>
<tr>
<td>First/Mid-Level Officials and Managers</td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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<td>Administrative Support Workers</td>
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<td>Craft Workers</td>
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<td>Operatives</td>
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<td>Laborers and Helpers</td>
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<tr>
<td>Service Workers</td>
<td></td>
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<td>TOTAL</td>
<td></td>
</tr>
<tr>
<td>PREVIOUS YEAR TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

| TYPE OF BUSINESS | | Manufacturing | | Wholesale | | Construction | | Regular Dealer | | Selling Agent | | Service Establishment | | Other |

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number
ATTACHMENT F
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 F-1
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

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
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 subawards at all tiers (including subcontracts, subgrants, 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 G-1
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 subawards at all tiers (including subcontracts, subgrants, 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
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 H-1
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-GRAANTEE 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 I
Potential Vendor Contact List

PROPOSAL #11-7010-30
TRANSIT TRAVEL TRAINING & RELATED SERVICES

ADARIDE
Art Hulscher, President
6151 WEST CENTURY BOULEVARD
LOS ANGELES, CA 90045
(877) 232-7433
ART@ADARIDE.COM

ALPHA POINTE
Clay Berry, Director of Rehabilitation Services
7501 Prospect
Kansas City, MO 64132
816.421.5848

CATHOLIC CHARITIES
Donnette Fayne, Program Manager
Main Office - The Caritas Center
20 W. 9th
Kansas City, Missouri 64105-1704
816. 221.4377
dfayne@ccharities.com

DEVELOPMENTAL DISABILITY SERVICES OF JACKSON COUNTY
Melinda Barnett
8511 Hillcrest Road, Suite 300
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GOODWILL INDUSTRIES
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1817 Campbell
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JEWISH VOCATIONAL SERVICE
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