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

REQUEST FOR PROPOSALS [roc](#)

Proposal No. 14-7016-36

Security Services

Date: April 8, 2014

Contact: Brian Christensen
Procurement Manager

Telephone: 816-346-0248

Fax: (816) 346-0336

Email: bchristensen@kcata.org



INTRODUCTION [TOC](#)

Date: April 8, 2014

Subject: RFP # 14-7016-36

RFP Name: Security Services

The Kansas City Area Transportation Authority (KCATA) requires the services of a qualified contractor to provide security guard and patrol services at the KCATA property, as well as the 39th & Troost Metro Center for five years with an option for an additional five years. The contractor shall be responsible for providing security services as outlined in Section 2, Scope of Work.

If you have any questions, technical, contractual, or administrative, please e-mail them to bchristensen@kcata.org. Questions will be received until 3:00 PM on 4/24/14. Your proposal must be received with all required submittals as stated in the RFP no later than 3:00 PM on 5/05/14 at:

Kansas City Area Transportation Authority
Attn: Brian Christensen
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Overview

The Kansas City Area Transportation Authority (“KCATA” or “Authority”) is the bi-state regional transit authority for the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area. The Authority provides transit service seven days per week and provides approximately 16 million transit trips per year on Metro bus and MAX services, Share-A-Fare paratransit service, and the AdVANtage Vanpool program.

Greg Colletti
Director of Procurement

TABLE OF CONTENTS [TOC](#)

Contents

REQUEST FOR PROPOSALS TOC	1
INTRODUCTION TOC	2
TABLE OF CONTENTS TOC	3
SECTION 1 - PROPOSAL CALENDAR TOC	5
SECTION 2 - SCOPE OF WORK TOC	6
SECTION 3 - PROPOSAL INSTRUCTIONS TOC	13
1. General Information TOC	13
2. Reservations TOC	13
3. Proposer's Responsibilities TOC	13
4. Authorization to Propose TOC	14
5. Withdrawal & Incomplete Proposals TOC	14
6. Modification of Proposals TOC	14
7. Approved Equals TOC	14
8. Unbalanced Proposals TOC	14
9. Protests TOC	14
10. Disclosure of Proprietary Information TOC	15
11. Disadvantaged Business Enterprise (DBE) Requirements TOC	16
SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD TOC	17
1. Proposal Format TOC	17
2. Volume I - Cost/Price Proposal TOC	17
3. Technical Proposal Page Limit TOC	17
4. Volume II - Technical Proposal TOC	18
5. Volume III – Contractual TOC	20
6. Basis for Contract Award TOC	22
7. Technical Proposal Evaluation Criteria TOC	22
8. Presentations/Interviews/Written Responses TOC	22
SECTION 5 - CONTRACT TERMS AND CONDITIONS TOC	23
1. ACCEPTANCE OF MATERIALS – NO RELEASE TOC	23
2. CONTINUITY OF SERVICES TOC	23
3. CONTRACTOR'S RESPONSIBILITY TOC	23

4. DEBARMENT AND SUSPENSION CERTIFICATION (Applies to all contracts greater than \$25K) TOC	23
5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) TOC	24
6. EMPLOYEE ELIGIBILITY VERIFICATION (Applies to all contracts greater than \$5K) TOC	24
7. EMPLOYEE PROTECTIONS TOC	24
8. ENVIRONMENTAL REGULATIONS (Applies to all contracts greater than \$100K) TOC	25
9. LOBBYING RESTRICTIONS TOC	25
10. NOTIFICATION AND COMMUNICATION TOC	26
11. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK TOC	26
12. PRIVACY ACT REQUIREMENTS	26
13. QUALIFICATION REQUIREMENTS	27
14. SUBCONTRACTORS TOC	27
15. UNAVOIDABLE DELAYS TOC	28
16. WARRANTY; WARRANTY OF TITLE TOC	28
SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS TOC	30
1. Non-discrimination	30
2. DBE Certification	30
3. DBE Participation Credit	30
4. Documents Due Within 48 Hours of Bid Closing:	31
5. Documents Due After Award:	32
SECTION 7 – ATTACHMENTS TOC	34
ATTACHMENT J - PROPOSAL RESPONSE FORM	35

SECTION 1 - PROPOSAL CALENDAR [toc](#)

RFP Advertised	April 8, 2014
RFP Issued	April 8, 2014
Pre-Proposal Conference	
A. Time - 1:00 PM CDT on April 17, 2014	
B. Location - KCATA Building 1 Large Conference Room, 1350 E. 17 th St., Kansas City, MO 64108	
Questions, Comments, Requests for Clarifications & Requests for Approved Equals Due to KCATA	April 24, 2014
KCATA Responds to Proposer Questions, Comments, Requests for Clarification & Requests for Approved Equals	April 29, 2014
RFP Closing	May 5, 2014
Interviews (Tentative)	TBD - if needed
Contract Award (Tentative)	May 2014

SECTION 2 - SCOPE OF WORK [TOC](#)

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from experienced firms interested in providing a variety of security services.

KCATA Central Services Complex (CSC), 39th & Troost Metro Center and Remove Facilities

1) CSC Site Security

KCATA's Central Services Complex (CSC) is located at 18th & Forest in Kansas City, MO. The CSC covers approximately 19 acres containing KCATA's administrative, vehicle storage, vehicle maintenance, and customer service and dispatch/operations center. (See Attachment 1 – 8). Operations at the CSC occur 24 hours a day, seven days a week.

The CSC Security Contractor will be expected to perform the following at the CSC:

- a) The CSC Security Contractor shall provide on-site services 24 hours a day including staffing the Main Guard post at all times. The southeast gate post will be staffed with a security officer from 3:45 AM – 7:15 AM, six days (Monday thru Saturday) and from 12:00 PM – 5:00 PM weekdays (Monday thru Friday).
- b) The security officer shall be responsible for monitoring, responding to, and arming/disarming the electronic security systems, fire alarm systems, etc., located in CSC Buildings 1, 2, 3, 3A, 4 (Yac Yard), and the fare box island adjacent to Building 3A.
- c) To ensure continuous security officer coverage on the premises, no security officer shall be permitted to leave their shift until properly relieved by the next shift security officer.
- d) At least twice per day, once in the early evening after 6:00 PM and once after midnight, the security officer shall patrol and inspect the CSC parking lots, check doors, hallways, stairways, corridors, unnecessary lights and lobbies. The security officer shall be responsible for securing spaces. The security officer shall use a hand held electronic reading device to record data at specific patrol stations. The main guard post will continue to be staffed while another security officer is conducting the patrols.
- e) Once each hour the security officer at the main guard post on every shift shall report by radio or phone to KCATA Central Dispatch in the Transportation Department to assure the two-way radio communications are maintained at all times.
- f) The security officer shall assume full responsibility for reviewing KCATA ID credentials for those entering the CSC grounds at the main guard post or southeast gate and for checking employees, vendors, and contractors in and out of the CSC, and monitoring various CSC facility checkpoints 24 hours a day, seven days a week according to post orders. The Breen Administration Building main lobby will be staffed by KCATA personnel.

- g) The security officer shall monitor the KCATA's security system including closed circuit televisions, card reader access systems, and react according to post orders. The card reader and camera systems are owned and maintained by the KCATA.
- h) The security officer shall be responsible for operating, from the main guard post, the remote electronic gate operators and door controls that provide entry to the CSC.
- i) The security officer shall oversee and enforce all KCATA parking regulations for employees, vendors, contractors, and visitors.
- j) The specific assignment of contractor personnel for the above duties will be coordinated between the contractor and the KCATA contact personnel.
- k) The security contractor shall adhere to all post orders issued by the KCATA and advise KCATA of any recommended changes to security oversight and/or the post orders.

2) Security at the 39th and Troost Metro Center

The 39th & Troost Metro Center is a major transportation hub for the KCATA, and its security is part of the CSC and Remote Facility Security contract. This Metro Center consists of a passenger waiting area and the Metro Early Learning Center, an early childhood learning (Headstart) facility, currently operated by the YMCA of Greater Kansas City, via a lease agreement with KCATA.

Specific security duties at the Metro Center include the following:

- a) Opening and closing the Metro Center according to the following hours of operation (which are subject to change):
 - i. Opening the YMCA Early Learning Center daily at 6:00 AM Monday – Friday.
 - ii. Closing the YMCA Early Learning Center daily at 6:00 PM Monday – Friday and providing a security presence for exiting employees.

The KCATA reserves the right to alter the hours of operation to suit its business needs.

- b) Utilize uniformed security patrol officers (SPO) in clearly marked security vehicles.
- c) Provide six (6) daily random security inspections, seven days a week. The contractor shall provide documentation of these daily random security inspections by use of punch security clocks or a similar system, to be determined by the contractor and with prior KCATA approval.
- d) Three (3) of the six (6) daily random security inspections shall occur after 6:00 PM and before 1:00 AM. These random inspections are in addition to the scheduled visits to close the Metro Center waiting area at 12:00 AM (midnight), and to close the Child Care Center at 6:00 PM Monday thru Friday.
- e) Each random security patrol inspection shall include but not be limited to inspection of the Metro Center exterior and interior, including all doors and sidewalks, and an exterior inspection of the Child Care Center during the hours it is closed.

- f) During daily random and scheduled security inspections (including building openings and closings), the security officer shall report by use of TOCO (Tour Confirmation System) or other approved method (e.g., tablet computer) with monthly printouts provided to KCATA Plant Management. The results of the inspections shall be included in a report provided to KCATA Plant Management.
- g) The security officer shall secure any articles found in the Metro Center and immediately contact the KCATA Central Dispatch Center. A KCATA Road Supervisor will retrieve the articles from the Metro Center or from the security officer.
- h) The security officer should immediately notify the Kansas City Police Department (KCPD) of any violations of City ordinances involving the carrying of alcoholic beverages, drugs, smoking, loitering and possession of firearms or other dangerous weapons or activities.
- i) When required by occurrences of an incident, activity, or unlawful activity at the Metro Center or Early Childhood Learning Center, the security officer on duty shall prepare a legibly written or printed report covering his/her shift, describing the incidence or unlawful acts and shall submit the report to the designated KCATA official.
- j) The security officer shall properly advise the KCATA Central Dispatch and KCATA contact person of any potentially dangerous or emergency situations or any unlawful acts requiring notification or follow-up with the police or fire department or any other emergency service such as Missouri Gas and Energy (MGE), Kansas City Power and Light (KCP&L), ambulance service, etc.
- k) KCATA customers wait for buses and make connections in and around the 39th and Troost Metro Center waiting area each day. The only contact necessary between the security officer and general public is to deal with disruptive situations. It is expected that during security inspections the security officer will determine if any illegal or disruptive activity is taking place or if any KCATA passengers are being harassed. The security officer shall request all non-passengers who are loitering to leave and notify KCATA Central Dispatch, if necessary.
- l) The CSC Security Contractor will report monthly on security visits at the Metro Center. The KCATA will deduct \$50.00 for each missed patrol visit from the contractor's invoice.

3) Annual Security Assessment

The selected CSC Security Contractor will conduct an annual security assessment of KCATA's facilities including the CSC, 39th and Troost Metro Center and major transit centers. The results of the assessment will be included in a written report which will include recommendations for improvements. The assessment results will also be discussed with KCATA staff along with any recommended changes in facilities, security procedures, post orders, cameras, alarms, etc.

4) Roving Patrols and/or Remote Monitoring of KCATA Off-Site Facilities

KCATA has several key off-site facilities, transit centers and park and ride lots. These include, but are not limited to, the following:

- Red Bridge Park and Ride (Red Bridge Road and US 71)
 - 3x per day between 5:30 AM – 6:00 PM
- Blue Ridge Park and Ride (US 40 and Blue Ridge)
 - 2x per day between 6:00 AM – 6:00 PM
- Hillcrest Transit Center (Bannister and Hillcrest)
 - 2x per day between 6:00 AM – 6:00 PM
- Boardwalk Square Transit Center (Barry Road and I-29)
 - 2x per day between 6:00 AM – 6:00 PM
- Antioch Center Park and Ride (Antioch and Vivion in Kansas City north)
 - 2x per day between 6:00 AM – 6:00 PM

At different times, incidents have occurred at these facilities including theft of items from parked vehicles and stealing catalytic converters. KCATA would like to enhance security at these facilities through periodic security patrols and/or potential off-site security monitoring using camera systems at certain facilities. KCATA requests recommendations on how to best provide security at these remote locations.

Contractor Training, Hiring Policies and Standards

KCATA requires all security officers to be qualified, well trained, licensed as appropriate and well supervised. The following are minimum standards for all security officers.

- a) Offerors are to provide a summary of their firm's experience as well as the experience of the upper management and supervisory staff that will be providing services under this agreement.
- b) Every security officer shall possess a high school diploma or GED certificate. A minimum of five years of security guard experience is required.
- c) The security officer shall possess the capability of understanding and applying written and verbal orders, rules and regulations. The security officer must be able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose summary reports as required. The security officer must be able to utilize a computer to view and send communications as required.
- d) The security officer shall be physically able, capable, and qualified to perform work required in the execution of each work assignment. Prior to performing duties under this agreement, the security officer shall provide a certification issued by a physician licensed in Missouri or Kansas certifying employee's physical ability to perform work as required.
- e) The security officer shall be certified with the Kansas City, Missouri Police Department, bonded and have successfully completed a background check, the proof of which is to be furnished to the KCATA. The contractor and contractor's employee must comply with the private security licensing requirements of Kansas City, MO. The contractor is responsible for payment of all costs associated with their employees employment and training requirements.

- f) The security officer shall receive training, at the contractor's expense, by an experienced security officer for three full shifts prior to performing security duties alone.
- g) The KCATA prefers security officer personnel will work the same shift on a day-to-day basis.
- h) The security officer shall not be permitted to work continuously for more than twelve (12) straight hours, no matter what the location of the previous shift unless previously approved by the KCATA.
- i) The security officer shall have the ability to greet and deal tactfully with the general public and KCATA customers, contractors and visitors.
- j) The security officer shall possess good judgment, courage, alertness, temperament, and maintain satisfactory performance.
- k) The security contractor shall ensure contractor employees are performing their required duties and responsibilities. Failure will result in KCATA's request to remove contractor employee(s) from the account.
- l) Any security officer authorized to carry firearms shall have requisite training and valid licenses. Firearms are not permitted on the KCATA CSC property.

Security Officer Code of Conduct

The security officer shall follow Contractor Code of Conduct and the KCATA Code of Conduct listed below.

- a) The security officer shall follow the code of conduct that shall include but not be limited to the prohibition of fraternizing on a personal or familiar manner with KCATA personnel of either sex, the use of loud, profane, abusive language directed at the public or other security officer employee, or KCATA personnel.
- b) The security officer shall conduct themselves professionally and at all times maintain a professional demeanor while working for KCATA and not engage in any activities which would be distracting from contractual responsibilities or which may reflect poorly upon KCATA while on duty.
- c) The security officer shall not use telephones or equipment intended for KCATA personnel use only.
- d) The CSC and Remote Facility Security Contract security officers are not permitted to carry firearms or other weapons.
- e) The security officer shall not disturb papers on desks, open desk drawers or cabinets or use computers, telephones and/or equipment intended for KCATA personnel use only.
- f) The security officer is discouraged from engaging in any physical contact with the public, but will contact the Kansas City Police Department (KCPD) for assistance as appropriate and necessary.



Violation of this code of conduct shall be grounds for removal from the account.

Uniforms

All contractor security officers will wear an appropriate, clean uniform when working on the KCATA contract. The contractor shall provide the security officers sufficient uniforms for the security officers to comply with this requirement. Failure by the contractor to provide uniforms shall result in a breach of contract. The security officer is to maintain a professional appearance, shall wear the contractor provided uniform on duty and adhere to the post order dress requirements.

Appearance and Grooming

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company – complete with badge, company designation patch, and nametag. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not “accessorize” their uniforms. Assigned personnel shall wear their shirts tucked inside their slacks. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.

Auditing Payroll

The KCATA reserves the right to audit the payroll and contract records of the contractor. As a back-up to submitted invoices, the contractor shall provide weekly payroll records.

Subcontracting

The contract or any portion thereof shall not be subcontracted without the prior written consent of the KCATA. No such consent shall be construed as making KCATA a party to such subcontract, or subjecting KCATA to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the contractor of their liability and obligation under the contract. For further clarification, see Subcontractors contract clause provision contained herein.

Reporting of Occurrences

The contractor must notify the identified KCATA contact within one hour of any occurrence. An accurate record of all incidents related to the contract shall be submitted to the identified KCATA contact within 12 hours of an occurrence. An occurrence being anytime the police or fire department are called out to KCATA, when alarms are going off, when significant property damage has been observed by or reported to the security officer.

When required by the occurrence of an incident, activity, or unlawful act, the security officer on duty shall prepare a legibly written or printed report covering his/her shift, describing the incident, activities, or unlawful acts and shall submit the report to the designated KCATA official. All incident reports must include the date and time of the incident, and a description of the injuries, death, property, or equipment damage. Failure to submit a report shall be considered a breach of contract.

Polygraph Testing



The KCATA reserves the right to require the administration of a polygraph test to any contractor employee who may be suspected of theft and/or any other impropriety against the KCATA or who is involved in incidents which, in the opinion of the KCATA, warrant such testing. The KCATA shall select, approve and pay for the polygraph test administrator. This will be done in accordance with the Employee Polygraph Protection Act of 1988, 29 U.S.C 201 et seq. (“Act”) and any applicable state law. It shall be the responsibility of the contractor to fulfill its obligations under the Act.

Contractor Responsibilities

The contractor shall use necessary safety precautions for protection of the life and health of contractor employees and other persons.

The contractor shall prevent damage to property, materials, supplies and equipment of the KCATA and avoid work interruptions in the performance of this contract.

The Contractor shall maintain an accurate record of and shall report in the manner and under the prescribed exposure data, all accidents resulting in death, injury, or damage to the property, material, supplies and equipment incidental to work performed under this contract.

KCATA Point(s) of Contact

A list of KCATA's key points of contact for each of the security scopes will be supplied once a contractor has been selected.

SECTION 3 - PROPOSAL INSTRUCTIONS [toc](#)

1. General Information [toc](#)

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing at 3:00 PM Central Time Zone on Monday, May 5, 2014. 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.
- C. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- D. 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.
- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

2. Reservations [toc](#)

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this RFP.
- B. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without 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. Proposer’s Responsibilities [toc](#)

- 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; and agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 - 3. It is authorized to transact business in the State of Missouri.
- 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.

4. Authorization to Propose [toc](#)

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.

5. Withdrawal & Incomplete Proposals [toc](#)

- 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.

6. Modification of Proposals [toc](#)

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

7. Approved Equals [toc](#)

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

8. Unbalanced Proposals [toc](#)

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

9. Protests [toc](#)

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

personnel.

- B. **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 bid closing date.
- C. **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 bid closing date.
- D. **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.
- E. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement, the protester may appeal in writing to the KCATA General Manager within five (5) days from the date of the KCATA Director of Procurement's response.
- F. 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.
- G. 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.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) 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.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

10. Disclosure of Proprietary Information [roc](#)

- 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 proposal 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 on a different color paper than the paper on 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 Sunshine Law, Section 610 of the Revised Statutes of Missouri, 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.

11. Disadvantaged Business Enterprise (DBE) Requirements [roc](#)

- 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. KCATA's overall goal for DBE participation is 12.5%. At this time a separate contract goal **has not been** established for this procurement. DBE contracting opportunities may exist and should be evaluated for practicality.
- B. **Non-discrimination** - Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in

the termination of the contract or such other remedy as KCATA deems appropriate.
- C. **DBE Certification** - DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.
- D. **DBE Requirements** - Please see Section 6 for DBE requirements applicable to this RFP and any resulting contract. Section 6 forms and/or waivers must be completed with great care by each offeror to ensure that the offer is acceptable.

SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD [toc](#)

1. Proposal Format [toc](#)

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) volumes.
- B. The originals of volumes 1 and 2 shall be unbound. All copies of volumes 1, 2 and 3 shall be separately collated in 3-Ring Binders, and all copies and originals shall have the RFP number and name, the offerors identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 1. Volume I – Cost/Price Proposal
 - a. One (1) original and one (1) copy
 2. Volume II – Technical Proposal
 - a. One (1) original and one (1) copy
 3. Volume III – Contractual
 - a. One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents, Receipt of Addenda form (if issued) and the documents listed in Section 4.4 below.

2. Volume I - Cost/Price Proposal [toc](#)

- A. KCATA anticipates awarding a fixed price contract.
- B. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- C. Detailed and summary cost proposal forms are attached as Attachment J. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.
- D. Proposers are also asked to submit estimated travel expenses by task and in summary format. KCATA's Travel Policy for Contractors (Attachment D) applies to this procurement.
- E. The costs/prices included in the cost/price 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.
- F. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

3. Technical Proposal Page Limit [toc](#)

- A. The technical proposal page limit is 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)

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. Volume II - Technical Proposal [roc](#)

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 state 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. Letter of Transmittal

The letter should be addressed to Director of Procurement, Greg Colletti 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. Name, title, address, telephone number and email address of the contact person for the project.
- d. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified.

3. Key Personnel Experience and Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major

business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

- b. This section should demonstrate the Proposer's experience, skills and qualifications of the contractor and their personnel relative to security services and in meeting client goals, objectives and schedules. Describe company's direct experience. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
- c. Provide resumes for the key personnel and discuss the unique qualifications these individuals bring to the project.
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:
 1. Name and address of contracting activity, state or local governments agency or commercial customer;
 2. Contract type;
 3. Contract value;
 4. Brief description of services required under the contract, including performance location(s) and performance period;
 5. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

4. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.

5. Other

6. Exceptions, and Omissions

- 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.

5. Volume III – Contractual [roc](#)

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and 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 the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. 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.
- C. Debarment
1. 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."
 2. 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.
 3. 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.
- D. Lobbying
1. 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.
 2. 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.

3. 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.

E. Employee Eligibility Verification

1. 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.
2. 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).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). However, bidders that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. Affirmative Action Compliance.
 - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
 - b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past two (2) years must submit the following documents:
 - (1) A copy of your firm's current Affirmative Action Program and/or policy statement. A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - (2) A completed EEO-1 Workforce Analysis Report (Attachment E-1). A current EEO-1 may be substituted for Attachment E-1.
 - c. A letter requesting exemption from filing an Affirmative Action Program may be requested if your firm has twenty-five (25) or fewer employees. To do so, a signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.
 - d. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Supplier Diversity Coordinator at (816) 346-0248.

G. Buy America

1. Pursuant to 49 U.S.C. 5323 (j) and 49 CFR Part 661, 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 has been granted by the Federal Transit Administration or the product is subject to a general waiver.

2. The Proposer shall certify that steel, iron, and manufactured products used in this project are produced in the United States.

6. Basis for Contract Award [toc](#)

- A. This is a “Best Value,” competitive, negotiated source selection. Award of contract, if any, 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.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. 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 become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

7. Technical Proposal Evaluation Criteria [toc](#)

In addition to cost/price, proposals will be evaluated by the evaluation committee on the basis of the following criteria which is listed in order of importance to the evaluation committee.

Evaluation Criteria	Maximum Points	Score
Price/Cost Proposed price for base and option term	40	
Qualifications Experience/Capabilities	30	
References Quality of services Promptness of services Reliability / Dependability	30	
TOTAL POSSIBLE SCORE		100

8. Presentations/Interviews/Written Responses [toc](#)

After the closing date, 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. Proposers selected for interview will be notified.

SECTION 5 - CONTRACT TERMS AND CONDITIONS [TOC](#)

Standard Contract Terms and Conditions can be obtained by going to:

http://www.kcata.org/about_kcata/entries/TermsAndConditions

Your signature of this document indicates your acceptance of this document as incorporated therein.

ADDITIONS AND/OR EXCEPTIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE [TOC](#)

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. KCATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements and specifications; provided, however, that KCATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of KCATA.

2. CONTINUITY OF SERVICES [TOC](#)

- 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 it 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.

3. CONTRACTOR'S RESPONSIBILITY [TOC](#)

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment 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 materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

4. DEBARMENT AND SUSPENSION CERTIFICATION (Applies to all contracts greater than \$25K) [TOC](#)

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-

procurement Programs,” as defined at 49 CFR Part 29, Subpart C.

- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide 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.

5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) [TOC](#)

- 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. A contract goal has not been established at this time for this procurement.

6. EMPLOYEE ELIGIBILITY VERIFICATION (Applies to all contracts greater than \$5K) [TOC](#)

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to 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 with contracts exceeding \$5,000.
- B. 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.

7. EMPLOYEE PROTECTIONS [TOC](#)

A. Contract Work Hours and Safety Standards Act

- 1. **Overtime Requirements** - No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701 *et seq.*)
- 2. **Violation; Liability for Unpaid Wages; Liquidated Damages** - In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this

section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.

3. **Withholding for Unpaid Wages and Liquidated Damages** - The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
4. **Safety Standards** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
5. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 5 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

8. ENVIRONMENTAL REGULATIONS (Applies to all contracts greater than \$100K) [toc](#)

- A. **Clean Air** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water** - The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and requires each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

9. LOBBYING RESTRICTIONS [toc](#)

- A. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
- B. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000

and to obtain the same certification and disclosure from all subcontractors (at all tiers).

10. NOTIFICATION AND COMMUNICATION [toc](#)

- A. Issues regarding the contract document, 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 Procurement Representative noted below:

If to KCATA: Brian Christensen, Procurement Manager
(816)346-0248
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

- B. The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.

11. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK [toc](#)

- 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.
- B. KCATA shall be entitled access to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession 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.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. 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 work set forth in this agreement.
- F. 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.
- G. Each tangible product resulting from work 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.

12. 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. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of

the KCATA or Federal Government.

- 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 the underlying Agreement.
- 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 the contract.

13. QUALIFICATION REQUIREMENTS

Qualification Requirement, as used in this clause, means a KCATA requirement for testing or other quality assurance demonstration that must have been completed before award. One or more qualification requirements apply to the supplies or services covered by this Contract, whether the covered product or service is an end item under this agreement or simply a component of an end item. The product or service must be qualified at the time of award of this Contract, whether the Contractor or a subcontractor will ultimately provide the product or service 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.

14. SUBCONTRACTORS [toc](#)

- A. **Subcontractor Payments** - See Requests for Payment Provisions.
- B. **Adequate Provision(s) in Subcontract(s)** - Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. 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:

- Buy America
- Cargo Preference
- Civil Rights
- Clean Air
- Clean Water
- Debarment and Suspension
- DBE Requirements
- Disclaimer of Federal Government Obligations or Liability
- Employee Eligibility Verification
- Employee Protections (Davis Bacon and Copeland Anti-Kickback Acts)
- Employee Protections (Contract Work Hours and Safety Standards Act)
- Energy Conservation
- Federal Changes
- Fly America
- Fraud and False or Fraudulent Statements or Related Acts
- Incorporation of FTA Terms

Lobbying Restrictions
National Intelligent Transportation Systems Architecture & Standards
Ownership, Identification, and Confidentiality of Work
Rights in Data and Patent Rights
Privacy Act Requirements
Prohibited Weapons and Materials
Record Retention and Access
Recovered Materials
Seismic Safety

- C. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.
- D. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- E. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

15. UNAVOIDABLE DELAYS [toc](#)

- A. **Delays** - 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 or performance dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays** - The Contractor shall notify the Program Manager as soon as the Contractor has, or should have, knowledge that an event has occurred which 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.
- C. **Request for Extension** - The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Program Manager to make a decision on any request for extension. The Program Manager 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 Program Manager 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.

16. WARRANTY; WARRANTY OF TITLE [toc](#)

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all

such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.

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

SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

[TOC](#)

This project 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*. Failure by the Contractor to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

1. **Non-discrimination** - 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 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the 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 CFR 26.13(b).
2. **DBE Certification** - KCATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. DBE subcontractors must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications for other agencies will not be considered.
3. **DBE Participation Credit** - DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

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 that portion of work on the contract that is performed 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. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- 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.
- E. **NO CREDIT**, however, will be given for the following:
 1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 2. 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
 - a. 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
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

4. Documents Due Within 48 Hours of Bid Closing:

- A. **Schedule of Participation by Contractor and Subcontractors** - This form is to be completed and should include all subcontractors scheduled to perform on the project. The first section, "Prime Contractor," is the amount of work the Prime will be performing. List all DBE and non-DBE subcontractors in the second section. The "DBE % Participation" is the amount of work each DBE (prime or sub) will perform compared to the total contract amount. If using DBE suppliers count 60% of their contract amount.

Total Value of Work:	Total Bid/Proposal Amount
Total DBE Participation:	Total amount of all work to be performed by DBEs (subs or primes)
Total DBE Percentage:	Dollar amount of "Total DBE Participation" divided by "Total Value of Work"

- B. **Letter of Intent to Subcontract** - To be completed for each DBE firm on the project and signed by both the Prime and the DBE.
- C. **Contractor Utilization Plan/Request for Waiver** - This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and 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.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

5. Documents Due After Award:

- A. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation.
- B. **Subcontractor Monthly Utilization Report** - Contractors will be required to submit this report with each pay application to KCATA. This report will include payments to ALL subcontractors – DBE and non-DBE. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.
- C. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation** - Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
 1. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not 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. **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 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 the 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.
- D. DBE Job-Site Review Commercially Useful Function (CUF) Determination. KCATA will be conducting on-site interviews with all DBE contractors. The number of interviews will be based on the DBE's projected scope of work. KCATA staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

For questions concerning KCATA's DBE Program or Vendor Registration/Affirmative Action Requirements please contact us.

*Brian Christensen
Procurement Manager/Supplier Diversity Coordinator
Kansas City, MO 64108
(816) 346-0248 telephone
(816) 346-0336 facsimile
bchristensen@kcata.org*

*KCATA's Procurement Department
1350 East 17th Street
Kansas City, MO 64108
(816) 346-0254 telephone
(816) 346-0336 facsimile*

SECTION 7 – ATTACHMENTS [TOC](#)

DOCUMENT/FORM REQUIREMENTS

The following form(s) marked with is/are required to be submitted with your IFB/RFP/RFQ to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer Representative by the closing date and time of the IFB/RFP/RFQ. The electronic copy of these forms can be obtained by going to:

http://www.kcata.org/about_kcata/entries/vendor_forms

- Attachment A – Vendor Registration**
- Attachment B – Affirmative Action Certification Process**
- Attachment C - Schedule of Participation by Contractor & Subcontractors**
- Attachment D - Travel Policy & Hotel Rates for Contractors**
- Attachment E.1 – EEO-1 Workforce Analysis Report**
- Attachment E.2 – Letter of Intent to Subcontract**
- Attachment E.3 – Contractor Utilization – Request for Waiver**
- Attachment F.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- Attachment F.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification**
- Attachment G.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
- Attachment G.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion**
- Attachment H.1 – Certification of Primary Participants Regarding Restrictions on Lobbying**
- Attachment H.2 – Certification of Lower-Tier Participants Regarding Restrictions on Lobbying**
- Attachment I.1 - Buy America Certification Form – For Buses, Rolling Stock and associated equipment**
- Attachment I.2 - Buy America Certification Form – For Steel or Manufactured Products**
- Other:**



ATTACHMENT J - PROPOSAL RESPONSE FORM [TOC](#)

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
Main KCATA Complex**

Contract Term (5 years)	Estimated Weekly Hours	Estimated Yearly Hours	Hourly Rate	Annual Subtotal
Year 1				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 2				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 3				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 4				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 5				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Five Year Term Total				\$ _____
Option Contract Term (5 years)	Estimated Weekly Hours	Estimated Yearly Hours	Hourly Rate	Annual Subtotal
Year 1				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 2				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 3				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 4				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Year 5				
Main Gate	197.75	10,283		
South East Gate	43.50	2,262		
Additional Hours*	16	832		
Five Year Option Term Total				\$ _____

* The additional hours per year will be included in the contract for special needs/ circumstances. These hours will be used on an as needed basis, as determined by the operational needs of KCATA's Plant Management Department.



KANSAS CITY AREA TRANSPORTATION AUTHORITY
39th & Troost Metro Center

Contract Term (5 Years)	Estimated Weekly Cost	Estimated Yearly Cost	Annual Subtotal
Year 1 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 2 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 3 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 4 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 5 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Five Year Term Total			\$ _____
Option Contract Term (5 Years)	Estimated Weekly Cost	Estimated Yearly Cost	Annual Subtotal
Year 1 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 2 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 3 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 4 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Year 5 – Metro Center	\$ _____	\$ _____	
400 Additional Hours*	\$ _____ per hour	\$ _____	\$ _____
Five Year Option Term Total			\$ _____

* The additional 400 hours per year will be included in the contract for special needs/ circumstances. These hours will be used on an as needed basis, as determined by the operational needs of KCATA's Plant Management Department.



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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The Offeror shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

E-mail address _____