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

REQUEST FOR PROPOSALS

Proposal No. 16-7019-34

TRANSIT BUS ADVERTISING PROGRAM MANAGEMENT

Date: 8/31/16

Contact: Julie Lombard, Senior Buyer

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Email: JLombard@kcata.org

INTRODUCTION

Overview

The Kansas City Area Transportation Authority (KCATA) is soliciting proposals from qualified firms to manage transit bus advertising program for the KCATA, as well as Johnson County and Unified Government Transit for a five-year term. The KCATA and Johnson County currently provide advertising space; however, this would be a new initiative for Unified Government Transit. The contractor shall be responsible for transit advertising sales, advertising production, installation, and advertising removal services. There are two (2) options available for proposers that may or may not be awarded to the same contractor: (1) Print advertising on the interior and exterior of buses and (2) Audio advertising on board buses. Proposers may bid on one or both of the aforementioned options.

Pre-Proposal Conference:

A pre-proposal conference regarding this Request For Proposals will be held on **Thursday, September 8, 2016 at 10:00 a.m. central time**, located in the Large Conference room at the Breen Building, 1200 E. 18th Street, Kansas City, Missouri 64108. If unable to attend in person, proposers may participate via a telephone conference bridge by dialing into the following phone number and passcode:

Toll Free: 1-866-528-2256

Access Code: 6628839

Attendance is strongly encouraged at the pre-bid conference.

Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from offerors **by 4:00 p.m. on September 9, 2016** and must be submitted in writing to Julie Lombard, Senior Buyer, at JLombard@KCATA.org and will anticipate having an answer by close of business September 15, 2016. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Closing and Submission:

Proposals must be submitted **before 2:00 p.m. on September 28, 2016**. Please reference **RFP #16-7019-34** on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Kansas City Area Transportation Authority
Shipping and Receiving Department
Attn: Julie Lombard, Procurement
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

Michael Graham
Chief Financial Officer

PROPOSAL ORGANIZATION

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NO PROPOSAL REPLY FORM

PROPOSAL # 16-7019-34

Transit Bus Advertisement Program Management

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Proposal #16-7019-34" on the outside of the envelope.

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

SECTION 1 - PROPOSAL CALENDAR

Proposal Advertisement	8/30/2016
RFP Issued	8/30/2016
<p>Pre-Proposal Conference Location: In the KCATA Large Conference Room at the <u>Breen Building</u> at street address of: 1200 E. 18th Street, KCMO 64108</p> <p>If unable to attend in-person then utilize the following telephone conference number and access code:</p> <p>Toll Free: 1-866-528-2256</p> <p>Access Code: 6628839</p>	September 8, 2016 at 10:00 a.m.
Deadline for Proposer Questions, Comments, & Requests for Clarification	September 9, 2016
KCATA Responds to Questions	September 15, 2016
Proposal Closing	September 28, 2016 at 2:00 p.m.
Interviews (Tentative)	October 10 th – 14 th
Notice of Contract Award (Anticipated)	November 16, 2016

SECTION 2 - SCOPE OF WORK

A. INTRODUCTION

1. The Kansas City Area Transportation Authority (KCATA) is soliciting proposals from qualified firms to manage transit bus advertising program for the KCATA, as well as Johnson County and Unified Government Transit for a five-year term. The KCATA and Johnson County currently provide advertising space; however, this would be a new initiative for Unified Government Transit. KCATA is seeking the services of an advertising sales firm to administer and carry out the day-to-day functions associated with interior and exterior transit advertising. The vendor(s) selected to manage the sales and placement of advertising on Transit Partners owned/operated vehicles must demonstrate its ability to manage all tasks related to the execution of this Agreement. These tasks include: all client sales contacts, production, printing and plotting services, posting and removing signs on transit vehicles, billing, collecting revenues from clients, and other necessary or customary business practices. Prospective proposers are advised that advertisements must comply with the guidelines set forth in the Transit Partners Advertising Policies as shown in Attachment N.
2. There are two (2) options available for proposers that may or may not be awarded to the same contractor: (1) Print advertising on the interior and exterior of buses and (2) Audio advertising on board buses. Proposers may bid on one or both of the aforementioned options. Proposers shall include all labor, material, tools, equipment, incidentals, licensing, insurance, maintenance and support in accordance with the Scope of Work. The three (3) transit providers – KCATA, Johnson County and Unified Government Transit – are often referred to herein as “Transit Partners”.
3. Additional Advertising: KCATA reserves the right to consider and implement other, newer types of advertising media at any time during the term of this contract. Such media may include, but not be limited to, advertising methods using various types of electronic media. Such advertising methods would be contracted and implemented to the Transit Partners’ best advantage.
 - a. New Products: During each Contract Year, the contractor shall have the right to propose New Products to be installed on Transit Partners vehicles. Upon consultation with the Contractor, the Transit Partners shall determine which New Products may be introduced, as well as, which transit vehicles may be used for such New Products and the size and quantity of such New Products. The Contractor shall be responsible for removing New Products at the end of each advertiser contract. Any manufacturing and installation costs to allow for the startup of any New Product shall be borne by the Contractor. The Transit Partners shall retain the right to revoke without notice any and all type(s) of New Products that the Transit Partners determines is compromising bus operations safety or passenger security. The contractor shall be responsible for restoring said vehicles to acceptable forms of transit advertising. All sales of New Products may be applied towards the Annual Minimum Guarantee (as defined herein) and as such, the Annual Minimum Guarantee shall not be increased as a result of the addition of any New Products.
4. Access: The Transit Partners shall give the employees of the Contractor access to the Transit Vehicles when on business in connection with the contract. The Contractor’s employees shall be required to display the Transit Partner issued vendor identification while on the Transit Partners property. Lost identification cards shall be reported immediately to the Transit Partner Project Manager who will notify the Security Department. The Contractor’s company vehicles shall be clearly marked. Private vehicles used by the contractor’s employees in the course of business shall first secure vehicle permits before accessing the Transit Partner property.

B. DESCRIPTION OF REGIONAL RIDEKC TRANSIT OPERATIONS

1. The Kansas City Area Transportation Authority (KCATA) was formed with the signing of a bi-state compact created by the Missouri and Kansas legislatures on December 28, 1965. The compact gives the KCATA responsibility for planning, construction, owning and operating passenger transportation systems and facilities within the seven-county Kansas City metropolitan area. This includes the counties of Cass, Clay, Jackson and Platte in Missouri, and Johnson, Leavenworth and Wyandotte in Kansas. KCATA is governed by a 10-member Board of Commissioners, five (5) from the state of Missouri and five (5) from the state of Kansas.
2. As the regional transportation authority, KCATA provides a broad menu of choices for the commuting public, from local bus service, commuter service linking Missouri and Kansas, vanpooling, paratransit and on-demand service. KCATA holds 11 contracts with 10 different cities in the region to provide transit service. There were more than 16 million boardings on buses across the region last year. 250,000 paratransit trips are provided every year, and 20 vanpools help to meet the commuting needs of people living outside the boundaries of bus service.
3. **MAX-Bus Rapid Transit Service:** Frequently compared to light rail on wheels, this express service operates exclusively on Main Street and Troost Avenue in Kansas City, Mo. A third MAX route is planned for Prospect Avenue. The MAX routes provide faster service because bus stations are placed every four to six blocks compared to local service where stops are placed every couple of blocks. The MAX routes include sleek, futuristic-looking shelters with amenities such as real-time bus arrival information for passengers and traffic-signal priority. Advertising has not been permitted on MAX Bus Rapid Transit (BRT) vehicles, however, KCATA would like to consider the revenue impact of offering it on these premier routes (refer to Attachment K, Optional Revenue table to show the impact to the revenue funds should KCATA approve adding advertising on MAX BRTs).
4. **Local Bus Service:** This is the traditional bus service that most people recognize. The KCATA, Johnson County and Unified Government operate 65 local routes from 4 a.m. to 1 a.m. seven days a week.
5. **Commuter Express Service:** The KCATA operates three routes linking downtown Kansas City to the Missouri-side suburbs of Lee's Summit, Blue Springs and Liberty. Suburban express routes are also available from downtown to Kansas suburbs, including Overland Park, Olathe, Shawnee and Gardner. Express service also is available between Johnson County and Lawrence.
6. **MetroFlex Neighborhood Service:** The KCATA offers what's known as flex service, utilizing 12-passenger buses, where buses deviate from a fixed-route and operate similar to a taxi. This service operates in a specific geographical area for each route, and requires riders to make a reservation 24 hours in advance. The Authority operates flex service in Kansas City, Mo., Raytown, North Kansas City, Gladstone and Lee's Summit.
7. Information on the three fleets (360 vehicles) is included in Attachment M. The three facilities all provide covered work space at:
 - a) **KCATA Bus Garage**
1350 E. 17th St.
Kansas City, MO 64108
Hours Available: 24/7
 - b) **Johnson County Garage**
1701 West 56 Highway
Olathe, KS 66061
Hours Available: With coordination, installers have access 7 a.m. – 11 p.m. weekdays.
 - c) **Unified Government Transit**
5033 State Ave.
Kansas City, KS 66102
Hours Available: 24/7

8. Historical Revenue Information for **KCATA only**:

**KCATA ADVERTISING REVENUE RECAP
AS OF DECEMBER 31, 2015**

Year	Print Media Revenue	Audio Revenue	Ad Installation Revenue	EOY REVENUE GL BAL	Print Vendor Commission	Ad Install Expense	Net Revenue
2011	\$ 254,079.50	\$ 25,998.92	\$ 54,228.00	\$ 334,306.42	\$ 63,740.51	63,166.12	\$ 207,399.79
2012	\$ 443,690.75	\$ 29,381.55	\$ 93,281.50	\$ 566,353.80	\$ 112,339.32	83,177.74	\$ 370,836.74
2013	\$ 494,694.58	\$ 35,528.14	\$ 75,174.00	\$ 605,396.72	\$ 125,465.15	75,401.50	\$ 404,530.07
2014	\$ 334,116.84	\$ 34,574.05	\$ 44,686.00	\$ 413,376.89	\$ 72,337.99	61,481.13	\$ 279,557.77
2015	\$ 454,877.48	\$ 40,895.80	\$ 40,592.75	\$ 536,366.03	\$ 130,004.44	60,765.86	\$ 345,595.73
Totals	\$ 1,981,459.15	\$ 166,378.46	\$ 307,962.25	\$ 2,455,799.86	\$ 503,887.41	\$ 343,992.35	\$ 1,607,920.10

9. Historical Revenue Information for **Johnson County only**:

Year	Print Media Revenue
2013	\$ 149,832
2014	\$ 93,980
2015	\$ 75,197
Totals	\$ 319,009

C. TERM

The term of this agreement shall be for the provision of the Transit Bus Advertisement Program Management for a period of five (5) years from date of contract award. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term”.

D. INTELLECTUAL PROPERTY

Any artwork, designs, written reports, templates, advertising, or other works made by the contractor(s) under this contract shall be considered works for hire and become the property of the Transit Partners. Any such works shall not be stamped with the contractor’s proprietary markings. All works produced shall be turned over in their original formats, if requested, to KCATA, and/or shall be furnished to KCATA immediately at the end of the final contract period.

E. REVENUE

1. The Contractor for Print Advertising shall provide KCATA with a monthly Guaranteed Minimum Payment for transit advertising sales. The Contractor shall also provide KCATA with a Revenue Share percentage that shall be paid to KCATA should transit advertising sales exceed the Guaranteed Minimum Payment.
2. The Contractor for Audio Advertising shall provide KCATA with a monthly Revenue Share percentage that shall be paid to KCATA for all audio advertisement sales.
3. **Guaranteed Minimum Payment And Revenue Share Percentage Payment:** Contractor shall provide the services of an amount that would be not less than the Guaranteed Minimum Payment, which represents the fixed price of this Contract, unless otherwise agreed in writing by KCATA. Contractor may also provide services in

excess of the Guaranteed Minimum Payment. When the services provided exceed the level necessary to achieve the Guaranteed Minimum Payment, the Contractor shall pay KCATA the Revenue Share percentage amount specified in Attachment K, Proposal Pricing Pages. Payments under the Revenue Share percentage represents an agreed to predetermined pricing of this Contract. The Guaranteed Minimum Payment and Revenue Share percentage is provided in Attachment K.

F. PAYMENT; PROCEDURE FOR INVOICING

1. Contractor agrees to pay KCATA in accordance with the provisions described herein. It shall be KCATA's responsibility to disperse the portion of the revenue to the other Transit Partners.
 - a. By the 15th day of each month, the Contractor shall pay KCATA 1/12 of the annual Guaranteed Minimum Payment (GMP) contract amount, plus any other amounts due KCATA and the Transit Partners. On the 15th day of each January, April, July, and October, the Contractor shall also pay to KCATA the difference between the GMP amounts for each quarter and the Shared Revenue Percentage of revenue due to KCATA based on gross billings. For example, on January 15th, the Contractor would owe its usual monthly payment equal to 1/12 of the guaranteed minimum payment amount plus the amount by which KCATA's share of gross revenues for the first quarter exceeds the guaranteed payment amounts for the same quarter. Each payment shall include:
 - 1) A report showing the gross revenues received from each advertiser and a calculation of the Transit Partner's percentage share of such revenues; and
 - 2) A monthly and annual accounting of total sales and revenue collections including a statement of size and type of display contracted for each advertiser for each Transit Partner.
 - b. The percentage calculation shall be based upon advertisements sold and not monthly receipts.
 - c. The Contractor agrees that it will pay KCATA the guaranteed amounts for the periods set forth below:
 - 1) December 1, 2016 through November 30, 2017*
 - 2) December 1, 2017 through November 30, 2018
 - 3) December 1, 2018 through November 30, 2019
 - 4) December 1, 2019 through November 30, 2020
 - 5) December 1, 2020 through November 30, 2021

*Refer to Attachment O for a current inventory report for its buses that shows pre-existing advertising commitments under KCATA's current Advertising Contract, including the termination date of such commitment. Each Proposer's guaranteed amount should reflect the availability of inventory for the *remaining* advertising space on buses.
 - d. Any late payment shall be subject to a penalty of 1.5 percent per month. A delinquency in payment of 30 days beyond the due date may be basis for immediate termination of the agreement, without any right cure.
 - e. The Contractor shall be responsible for billing and collecting funds from all advertisers. The Contractor expressly understands and agrees that the Contractor solely bears the loss if a billing of a Contractor billed client is uncollectible, except in the case of legally filed bankruptcies.
 - f. The contractor shall provide an itemized detailed report indicating how the GMP and RSP was calculated and amounts derived based on the revenue collections from advertisers. This Report shall be submitted with the check deposit which shall be received by KCATA by no later than the 15th day of the month for prior month's sales. This report shall clearly show what amounts were generated for each individual Transit Partner.
 - 1) The Contractor shall provide the KCATA Project Manager or designee with a monthly report both

internal and external advertising not later than the 15th of each month updated as of the last day of the prior month, which depicts the following:

- Ads sold and their size;
 - Ad placement by transit partner, vehicle type and vehicle number;
 - Ad contract expiration date; and
 - If ads are contracted and placed as “space available” basis, it shall be noted as such.
2. **Audits:** KCATA may, at any time, conduct an audit of any and all records kept by Contractor in connection with the Project. Any underpayment by Contractor to the Transit Partners discovered during the course of such an audit may be invoiced by KCATA and owed by the Contractor to KCATA or the affected Transit Partners.
- a. The Contractor shall keep complete and accurate accounting records of its sales, revenue, and collections and make those records available for inspection or audit by KCATA, or its authorized agent, in order to verify monthly and annual statements at any reasonable time throughout the period of the agreement. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedures and guidelines of KCATA. The contractor shall full cooperate with KCATA or its auditor(s) during audits and inspections, and shall provide all requested documentation in a timely manner. If an audit discloses discrepancies in the amounts due KCATA, the Contractor shall be responsible for the additional amounts due within 30 days of the audit findings.
- b. KCATA, or its designated auditor, may conduct unscheduled and unannounced audits of advertising space for the purpose of monitoring the Contractor’s performance and compliance with the terms and conditions of the Contract. The Contractor shall, at any time requested, submit to KCATA properly authenticated documents or other satisfactory proofs as to the Contractor’s compliance with such requirements.
3. **Letter of Credit:** The Contractor shall supply an irrevocable, unconditional Letter of Credit each year in the amount of the annual minimum guaranteed payment amounts set forth in the proposal. The Letter of Credit shall be maintained and effective through October 31st of each year of the Contract, and shall be presentable at a bank satisfactory to KCATA. In lieu of providing a letter of credit, the Contractor may pay the amount of annual minimum guaranty in advance.

G. VENDOR QUALIFICATIONS

1. The successful consultant shall have at a minimum the following qualifications:
- a. License to do business in the state of Kansas and in the state of Missouri.
- b. Four (4) years’ experience providing advertising sales services in the transportation industry of a similar size, scope and technologies/services involved as described in this RFP. References are required.
- c. The vendor shall assign an account representative as the primary contact and provide for a “backup” account executive for the duration of the project. Any change shall be reported immediately to KCATA.

H. SCOPE OF SERVICES / GENERAL REQUIREMENTS APPLICABLE TO BOTH PRINT & AUDIO ADVERTISING PROGRAM MANAGEMENT

1. Contractor(s) shall be responsible for all aspects of the sales cycle, from prospecting, cold calling, presentations, closing the sale and approval of credit applications.
- a. Advertising to be displayed or played under the terms of this contract shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws or regulations of the United States, State of Missouri or Kansas and shall comply with Advertising Policies described herein (refer to Attachment

- N). Transit Partners reserve the right to screen and approve any advertisement prior to its production and installation. KCATA shall specifically review and approve (i) PSAs, (iii) donated advertising. KCATA shall have the right to require the removal of any advertising which brings disrepute upon the agencies, or public transportation in general. The Contractor shall remove such advertising within a reasonable time of receiving notice from KCATA.
- b. The KCATA shall retain the right to reject any advertising deemed not to be in compliance with its advertising policy.
2. Contractor shall keep the KCATA informed of all contracts executed or pending. Copies of all bus advertising contracts and agreements entered into by Contractor shall be provided to the KCATA within seven (7) working days of the date the contract is executed.
- a. Contractor will monitor inventory of available advertising space, generating monthly reports, broken down by the three transit providers (e.g., KCATA, Johnson County and Unified Government Transit).
- b. All work shall be performed at the direction of Transit Partner staff and shall be completed in a timely manner.
- c. The contractor shall produce ad products using only KCATA pre-approved materials at the start of the contract. During the contract period, contractor shall inform and suggest to KCATA for consideration and/or approval of materials that have been newly introduced to the market that allow the best visibility and lowest maintenance, as applicable.
3. Contractor shall be responsible for collections.
4. The Transit Partners reserve the right to suspend or discontinue the operations of any or all its bus lines or any of its buses at any time and to decrease or increase the number of buses in daily use and to make such changes from time to time as it may deem advisable. No decrease, suspension, or abandonment of any bus line or service by the Transit Partners that is less than 15% of the fleet size shall be deemed a breach of this agreement.
5. Contractor(s) shall meet with a representative from the Communications Department monthly. These meetings may be conducted on-site at a Transit Partner facility or made via conference call or web meeting at the discretion of the Transit Partners. The contractor should anticipate *at a minimum* at least four (4) on-site meetings per year of the contract.
6. Contractor(s) shall ensure that dated advertising shall be removed within two (2) weeks after the date of event or expiration of offer, etc.
7. Contractor agrees to abide by all state, federal and local laws.
8. Contractor and/or clients shall be responsible for all payments to production companies.
9. **Special Advertising Situations:** Special advertising situations are those situations where Transit Partners display advertising that does not generate revenue, but meets other objectives. Special advertising situations may be placed as a Print Advertisement, Audio Advertisement or both. Special advertising situations, unless otherwise noted, are performed at no cost to Transit Partners and do not entitle the contractor to any revenue share or payment under this agreement. Generally, these special advertising situations shall be displayed or played in available advertising space. In the event that available advertising space becomes limited, Transit Partners reserve the right to set aside up to fifteen percent (15%) of available print advertising space for displaying special advertising situation ads. All forms of advertising which fall under special advertising situations may be removed if space is needed to place paid advertisements.

I. PRINT ADVERTISING ADDITIONAL SCOPE OF SERVICES

1. Advertisement sales shall not be specific to a bus route or a particular Transit Partner. Advertisements shall be distributed on all transit partner fleets.
2. The Print Advertising Contractor will not offer free space or discounts from rate card prices in excess of 15% without approval of the KCATA. Discounts for frequency or quantity may be offered to advertisers, but must be indicated on the contract. Any trade-outs made shall be deemed to have economic value to the Transit Partners and must be approved in writing by the KCATA. The value will be calculated as part of the gross revenue.
3. Contractor(s) shall be responsible for production of materials and the actual installation of the materials as well as managing the work of installers of exterior vinyl and interior signage.
4. Potentially controversial advertisements must carry a disclaimer displayed in large, clearly visible letters, stating **“No RIDEKC Endorsement Implied.”** The identity of the advertiser must be clearly visible. Contractor shall bring to the attention of the KCATA any signs that may test the Transit Partners’ advertising policies (see Attachment N).
 - a. The contractor shall not place on advertising spaces leased from the Transit Partners any advertisement which is obscene or libelous or which presents a clear and present danger of causing riot, disorder, or other immediate threat to public safety, peace, or order. World Wide Web addresses that directly link to any of the products or activities that are prohibited in the Advertising Policies described in Attachment N are not permissible.
 - b. In the event an advertisement is placed on or in a Transit Partners’ vehicle which in the Transit Partner’s opinion is obscene, libelous, creates a clear and present danger, then the Contractor shall remove immediately any such advertising upon being notified in writing by the Transit Partner.
5. Contractor shall provide ad copy prior to installation of the signs. This should be provided for every contract, regardless of message content.
6. Advertising materials may become damaged, weathered, defaced or dangerous. Contractor shall ensure advertising materials maintain a high standard of appearance and safety.
7. Contractor may only use plastic devices to secure interior signage.
8. Transit displays are exposed to extremes in temperature, abrasion and cleaning chemicals. Most signs are washed daily through automatic brushes. It is therefore required that exterior signs adhere to the following specifications. This will assure the maximum life of printing and avoid damage to buses when removing vinyl. Removable acrylic adhesive backing, 3M control TAC 160-30 or similar to be used on direct application.
9. When wrapping a bus, Contractor will insure that the bus is returned to service within three (3) days, unless otherwise pre-approved by the particular Transit Partner for which the services are for.
10. Template: The contractor shall initially need to individually measure the exterior of the buses to create a design template for each wrap type and size. The templates will be used by the contractor for future use on that particular bus. Measurements and design templates are to account for variances in windows, window spacing, ventilation grills, and signal lights, access panels, safety signage, etc., that may vary from bus to bus. Note: Each template may vary by bus type.
11. Every effort should be made to preserve the “Ridekc” brand on all vehicles. As ads are placed, it should either cover the whole name or preserve the whole name. For example, placement of ads should not allow “Ri” to be visible.

12. Design should account for variances in body surface and template should be used to ensure important elements of image or advertising copy is not cut off or otherwise interrupted because it was installed over an access panel, window, ventilation grill, or signal light.
13. Design must also ensure that identifying labels on the bus; for instance, vehicle numbers and/or the safety signage are left uncovered and/or are worked into the overall design of the bus.
14. The Contractor shall provide the appropriate Maintenance Managers with a list of buses for which advertising needs to be installed and/or removed. This list shall be provided to the Maintenance Manager from each Transit Partner facility at least 24 hours in advance of the desired day when installation and/or removal is to be performed.
15. The contractor shall deliver, install and remove materials within the three garages in the designated area.
16. The contractor shall make contact with the Transit Partner's Maintenance Supervisor-on-Duty at the particular transit partner facility whenever entering or exiting the facilities.
17. Garage areas that the contractor is providing services in must be kept clean. Waste materials from installation must be collected and removed by the contractor.
18. While within the facilities, the contractor shall follow the instructions of Transit Partner personnel.
19. The Transit Partner staff shall provide inspection of installed/removed advertising within 3-5 business days. Any work that does not pass inspection must be corrected by the contractor, at no additional cost to the Transit Partners, within seven (7) calendar days of being notified of substandard work.
20. Bus number, safety stickers, exterior signage and labels, and various sections of the bus (e.g., front curbside/driver's window, emergency exits, etc.) must be clearly visible from the outside and unobstructed by the wrap ads.
21. The contractor should direct questions about installation/removal to the appropriate Transit Partner's Maintenance Manager and/or the Maintenance Supervisor-on-Duty.
22. The contractor shall take a picture of the completed installation/removal and submit pictures to the appropriate Transit Partner's Maintenance Manager and/or the Maintenance Supervisor-on-Duty.
23. The contractor shall be responsible for returning bus to its original condition, with reasonable wear and tear exempted, when any display advertisements are removed.
24. Damage to the paint surface caused by the application or removal of advertisements is not considered reasonable wear and tear. The contractor shall be responsible for the cost of any damages to the transit bus, resulting from their installation and/or removal work.
25. Payment for paint and/or body damage will be invoiced to the contractor, due and payable net 30 days from receipt of invoice or may be deducted from any balances owed.
26. Hiding paint damage shall be grounds for termination of services.

J. AUDIO ADVERTISING ADDITIONAL SCOPE OF SERVICES

1. The contractor shall be the exclusive agent for KCATA for the sale of on-board audio advertising on KCATA buses. Currently, Audio Advertisements are not yet available for Johnson County and United Government Transit. The advertisements should be played utilizing the annunciator system inside KCATA buses. Location-based advertisements should be based on location provided by the vehicles on board Automated Vehicle Locator system. KCATA's annunciator system and Automated Vehicle Locator system are provided by Trapeze Group.

2. The contractor will, at its expense, provide for all testing of the audio advertising product on buses, produce all audio advertising and provide the commercials in the proper format in order to upload onto buses. KCATA reserves the right to use its employees for production. If KCATA employees are used, contractor will reimburse KCATA for all time incurred to upload the audio commercials onto KCATA buses.
3. Uploading of audio commercials is the responsibility of the contractor.
4. All audio commercial testing should be completed before audio commercials are uploaded to the entire fleet.
5. Audio advertising must integrate with KCATA's Continental Transit Master System.
6. Location-based and time-based advertising shall be offered for sale to organizations who are interested in placing audio advertising on KCATA buses.
7. The contractor shall perform all duties necessary to sell location-based or time-based advertising to organizations who are interested in placing audio advertisements on KCATA buses.
8. The contractor shall make inventory available for KCATA's use for in-house messaging and public service announcements according to terms proposed and accepted as part of this procurement process.
9. The Contractor, if they are not the successful bidder for Print Advertising, shall cooperate and coordinate marketing with the contractor for Print Advertising. Contractor shall coordinate all marketing and sales activities with the Print Advertising contractor to the fullest extent possible to as to not negatively impact operations or KCATA's overall transit advertising revenue.
10. The Contractor shall pay KCATA the agreed upon Revenue Share Percentage (RSP).
11. Periodically (e.g., at least twice a year), the Contractor shall assess audio advertising to determine the following:
 - a. Customer and operator attitudes and acceptance
 - b. Technical performance of recorded messages
 - c. Accuracy of location-based playback relative to GPS locations
12. **Integration with Current Announcements:** The location-based and time-based announcements must not interfere with current pre-programmed announcements. These currently include:
 - a. Location of major intersections and bus stop location.
 - b. Driver announcement of specific stops, when requested.
 - c. KCATA in-house messaging.
 - d. KCATA approved audio PSA's.
 - e. The cessation of audio messaging when a stop is requested.
13. **Additional Requirements and Restrictions:** KCATA has approximately 5000 bus stops available for location-based advertising. The following are specific requirements concerning location based advertising:
 - a. Audio advertising may only be done on KCATA's fixed route vehicles.
 - b. Availability for time-based advertising shall be as follows:
 - 1) Morning prime time: 6:00 a.m. to 9:00 a.m.
 - 2) Evening prime time 4:00 p.m. to 7:00 p.m.
 - c. The number of ads that can be played on KCATA vehicles and spacing of those ads shall be determined in consultation with KCATA's Chief Communications Officer.

SECTION 3 - PROPOSAL INSTRUCTIONS

1. General Information

- 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 **2:00 p.m. on September 28, 2016**. 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 Shipping and Receiving Department / Attn: Julie Lombard, Procurement at 1350 E. 17th Street, Kansas City, MO 64108.**
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) 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

- 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, discussions, 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

- 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 and in the State of Kansas.
- 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

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

- 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

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

7. Unbalanced Proposals

KCATA may determine that an offer is unacceptable if the revenue proposed are materially unbalanced and are not in a competitive range.

8. Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal 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 Senior Manager 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 Senior Manager 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 Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- E. The KCATA Senior Manager 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 Senior Manager of Procurement, the protester may appeal in writing to the KCATA Chief Operating Officer within five (5) days from the date of the KCATA Director of Procurement’s response.
- F. The KCATA Chief Operating Officer 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 Chief Operating Officer’s response will be provided within ten (10) days after receipt of the request. The KCATA Chief Operating Officer’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 Senior Manager 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.

9. Disclosure of Proprietary Information

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the 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 Open Records 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.

10. Disadvantaged Business Enterprise (DBE) Requirements

- 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 8.5%. **A separate contract goal has not been established for this procurement.**
- 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

1. Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of two (2) volumes. These shall be separately sealed and clearly labeled.
- B. The originals of volumes 1 and 2 shall be unbound. All copies of volumes 1 and 2 should be in separate in 3-Ring Binders or binder clipped in distinct, separate volumes, and all copies and originals shall have the **RFP #16-7019-34** and name “**Transit Bus Advertisement Program Management**”, the offeror’s identity, volume number and volume title printed on the cover page as well as whether the proposal is for Option 1 – Print Advertising Services, Option 2 – Audio Advertising Services, or both options.
- C. Volumes shall be submitted in the following order:
 1. Volume I – Technical Proposal
 - a. Hard Copies: One (1) original and five (5) copies
 - b. Electronic Copy: Five (5) electronic copies of the Technical Proposal on either CD or flash drive.
 2. Volume II – Contractual
 - a. Hard Copies: 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 7 Attachment, unless otherwise noted that a particular attachment belongs in a different Volume of the submittal.
 - b. Electronic Copy: One (1) electronic copy of the Contractual Proposal on either CD or flash drive.
- D. The proposal documents should be page numbered. The bidder should ensure all copies and all electronic media are identical to the bidder’s hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

2. Volume I - Technical Proposal

- 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.

1) Technical Proposal Page Limit

- i. The technical proposal page limit is 100 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. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
- ii. 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)
- iii. 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).
- 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 Chief Financial Officer, Michael Graham 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 for both Print & Audio Advertising Providers
 - a. The evaluation will be based upon the firm's past experience on similar projects. This also includes the technical qualifications and work experience of key personnel assigned to work with KCATA staff. 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 a description of the firm's background and experience as it pertains to the type of bus advertising contained in the scope of work.
 - c. Summarize the qualifications of your firm, the proposed key team members servicing the account if awarded the contract and proposed subcontractors, including printers who would produce the advertising art and firms that would do any application of vinyl on the buses. This description should include the length of service with the firm or previous partnership experiences working on similar projects together, and the qualifications and experience of any sub-contractor staff on your project team. Include an organization chart of the proposed staff available and the designated project manager/lead.
 - d. Provide a list of three (3) current references and/or accounts which best illustrate qualifications relevant to this RFP. For each of the accounts, submit dates and the reference company name, owner

or contact name, title, address, telephone number, and email address(es) along with a brief description of the services currently being provided by your firm to the customer. The offeror should describe how this project experience is relevant to and similar to the scope of work described in this RFP.

- e. Describe how your firm fulfills the minimum four (4) years' experience providing advertising sales services in the transportation industry of a similar size, scope, responsibilities, and technology/services involved as what is described in this RFP.

4. Start-Up Plan/ Service Delivery Program Management Plan

- a. The evaluation will be based upon how the firm will manage their responsibilities, manage subcontractors/partners (if any), schedule the work to be performed and work with KCATA personnel. 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. Provide a detailed discussion of your firm's approach for the successful implementation of this program. Include thorough discussion of methodologies you believe are essential to start up.
- b. Provide a detailed discussion of your firm's approach to the successful ongoing operation of this program. Include thorough discussions of methodologies you believe are essential to program management and control, cost control, revenue generation, and successful operations. Discuss Kansas City advertising market and how it relates to local, regional, and national advertising potential.
 - The aforementioned description should demonstrate:
 - 1) a complete and realistic plan to maximize transit revenue over the term of the contract; and
 - 2) The ability of the offeror to deliver the proposed revenue based on the quality and level of staff and management devoted to the project, the start-up plan and operating plan.
 - 3) Describe the methods your staff will use to produce and deliver advertising products for installation on the Transit Partners' vehicles and bus shelters.
 - 4) Describe the methods your firm will use to track when advertising should be removed.
 - 5) Describe the methods that will be used to install advertisements on the Transit Partners' vehicles and shelters.
 - 6) Describe the methods used to remove advertising from transit vehicles.
- c. Identify any responsibilities of KCATA/Transit Partner staff and assumptions in the provision of the scope of products/services.
- d. Print Advertising: The proposal should provide information that represents the firm's ability to meet the varied advertising sales, production, installation and removal requirements.

Audio Advertising: The proposal should provide information that represents the firm's ability to meet the varied advertising, research and testing, production, and delivery of audio advertisements.
- f. Detail any plans or services the proposer will provide that are not specifically required in this RFP.
- g. Considering your firm's current and projected workload, indicate your capacity to perform the work, if awarded the contract. The offeror should provide information that documents the depth (#) of resources (i.e., financial, supplies, equipment, facilities, infrastructure, human resources, partnerships, etc) to ensure completion of all RFP requirements.

5. Revenue

- a. Print Advertising: The evaluation will be based upon the proposed Annual Guaranteed Minimum Payment (GMP) with a Revenue Share Percentage (RSP) for all revenues that exceed the minimum guarantee payment.

Audio Advertising: The evaluation will be based on the Revenue Share Percentage with the KCATA. Audio advertising is not yet possible with Johnson County and Unified Government Transit.

- b. The KCATA, Unified Government and Johnson County are seeking to maximize revenues. Proposers need to include a revenue sharing plan that details the annual revenue guarantee which would be paid to the KCATA during each contract year (hereinafter referred to as a “Minimum Guaranteed Payment”) and a proposed percentage of net revenues due to the Transit Partners once the Minimum Guaranteed Payment has been exceeded (hereinafter referred to as a “Revenue Share”). Refer to Attachment K.
 - Currently the MAX Bus Rapid Transits (BRT) do not allow for advertisements; however, there is a potential in the future timeframe of the resulting contract, where the MAX BRTs would be available for bus advertising on these premiere routes. In Attachment K, on the Optional Revenue table, please depict the revenue effects of adding MAX BRTs to the advertising pool.
 - c. KCATA will evaluate the revenue proposals for reasonableness, completeness, and realistic as appropriate. The offeror should provide details, the processes involved, that demonstrate their knowledge of the transit bus advertising market and how the MGP is considered a feasible, realistic attainment.
 - d. The contractor’s revenue compensation through its sale services must fully compensate the contractor for all items of labor, materials, and other costs necessary products/services to perform the contract. Any services or items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the scope of work though not directly specified in this RFP.
 - e. The Transit Partners are exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in the revenue proposal amounts. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
6. 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 J). 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. If the proposer request changes, such requests will be considered in any negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.

3. Volume II – Contractual

- 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 and include profit/loss reports from January 1, 2016 through June 30, 2016. The Proposer should also include two (2) years of its most recent audited annual financial statements. These audited 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. Buy America Certification

All bidders as applicable shall complete the appropriate part of the Buy America Certificate Form (Attachment I) to certify that steel, iron, and manufactured products used in this project are produced in the United States, or if rolling stock, that the cost of the components is more than 60 percent of the total cost with final assembly taking place in the United States.

G. 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 year shall submit an Attachment B.
 - c) An exemption from filing an Affirmative Action Program may be requested if your firm has fewer than fifty (50) employees. To do so, a signed, notarized Attachment B shall be submitted.
 - d) A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - e) For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4. Basis for Contract Award

- 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, revenue amount and other factors considered. For this procurement, all evaluation factors other than revenue amount, when combined are more important than revenue amount.
- B. KCATA may select other than the highest revenue amount, technically acceptable offer if it is determined that

the additional technical merit offered is worth the lower revenue amount in relation to other proposals received. KCATA is more concerned with obtaining excellent technical/service features than with making an award at the highest overall revenue amount to the Authority. However, the Authority will not make an award at a significantly lower overall revenue amount to achieve only slightly superior technical/services 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 the revenue amount becomes more important and may be the deciding factor.
- D. Proposals will not be publicly opened and will be kept strictly confidential.
- E. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other proposers during the RFP process.
- F. An evaluation team shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal, which clearly is the most advantageous offer and is in the best interest of KCATA and its Transit Partners. If so, KCATA may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require KCATA to award a contract to the highest revenue proposer.
- G. Highest ranked proposals may be invited to participate in meetings and discussions to discuss all aspects of the proposal and answer specific questions. Following the interviews, no information will be discussed with the competitors or anyone outside the Evaluation Committee. After all interviews have been completed, KCATA may ask for Best and Final Offers (BAFOs). The proposer, whose proposal is in the best interest of KCTA and its Transit Partners, will be recommended to the Board of Commissioners for award.

5. Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the basis of the following criteria, listed in order of importance:

PRINT ADVERTISEMENT

Evaluation Criteria	Evaluation Point Value
Start-Up Plan/ Service Delivery Program Management Plan	40
Revenue <ul style="list-style-type: none"> Minimum Guaranteed Payment (MGP) Revenue Share Percentage (RSP) 	25 10
Key Personnel Experience and Qualifications	25
TOTAL:	100

AUDIO ADVERTISEMENT

Evaluation Criteria	Evaluation Point Value
Start-Up Plan/ Service Delivery Program Management Plan	40
Revenue Share Percentage (RSP)	35
Key Personnel Experience and Qualifications	25
TOTAL:	100

6. Presentations/Interviews/Written Responses

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.

7. Negotiations & Best and Final Offer (BAFO)

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

SECTION 5 - CONTRACT TERMS AND CONDITIONS

ARTICLE 1: AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated agreement 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.

ARTICLE 2: ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. 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 the parties and their respective successors, assigns and legal representative.

ARTICLE 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. 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.

ARTICLE 4: BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with any 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.

ARTICLE 5: CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. 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 Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment 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 Contract as changed.

ARTICLE 6: CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (18) dated October 1, 2011), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

ARTICLE 7: CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. 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, age, sex, sexual orientation, gender identity or national origin. 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. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. 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 Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR 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.
- B.** Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate,

including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 8: CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other 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 performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

ARTICLE 9: CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them.

The Contractor agrees to (1) furnish phase-in training (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor, and (3) time is of the essence. If transition to successor or KCATA Contractor shall be liable for reasonable costs incurred by KCATA. Successor to timely complete transaction this determination is solely made by KCATA.

ARTICLE 10: CONTRACTOR'S PERSONNEL

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

ARTICLE 11: DEBARMENT AND SUSPENSION CERTIFICATION

- 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.

ARTICLE 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 (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 8.5 percent. No separate contract goal has been established for this procurement.*
- B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this

Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

- C. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. 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. The Contractor must give the DBE five days to respond to the 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 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. **Good Cause.** Good cause includes the following circumstances:
1. The listed DBE subcontractor fails or refuses to execute a written contract; or
 2. 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
 3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 5. 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
 6. The DBE subcontractor is not a responsible contractor; or
 7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 10. 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.
- E. 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. 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.

ARTICLE 13: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

ARTICLE 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 agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager 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 Chief Executive Officer, with a copy to the Chief Operations Officer and the Senior Manager of Procurement. The determination of such appeal by the Chief Operations Officer 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 Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the 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. 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 the 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.

ARTICLE 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 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.

ARTICLE 16: ENVIRONMENTAL REGULATIONS

- 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

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. 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

- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.
- E. **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the KCATA agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600. The Contractor agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this Agreement 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.

ARTICLE 17: 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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and 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, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 18: 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. 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.

ARTICLE 19: 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.

ARTICLE 20: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. 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 the Contract. 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. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

ARTICLE 21: INDEPENDENT CONTRACTOR

- A. The parties 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, security, financial resources and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

ARTICLE 22: INSURANCE

- A. The insurance required in this 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 blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of 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. If copies of the required insurance policies or endorsements are not 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; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named 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.**
- C. 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.

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

1. Worker's Compensation:

1. State: Missouri and/or Kansas – Statutory
2. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

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

2. Commercial General Liability:

Bodily Injury and Property Damage to include Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$1,000,000 Personal and Advertising Injury
\$50,000 Fire Damage
\$5,000 Medical Expenses
2 Years (Completed Operations)

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 for at least two (2) years following project completion, or as otherwise noted. 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.

3. Auto Liability:

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

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

4. 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 Agreement.

5. 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.

6. Umbrella or Excess Liability

Umbrella or Excess Liability Limit:	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

ARTICLE 23: 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 product provided or services rendered under this Agreement.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- 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 attorney's 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 or 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 all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

ARTICLE 24: 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.

ARTICLE 25: LOBBYING RESTRICTIONS

- 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).

ARTICLE 26: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Sr. Buyer, Julie Lombard at (816) 346.0366 or via e-mail at JLombard@KCATA.org.

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 delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Julie Lombard, Senior Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

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

The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

ARTICLE 27: 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 there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the 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.

ARTICLE 28: PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or 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. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, 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.
- 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 KCATA 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 and reported to local law enforcement authorities.

ARTICLE 29: RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible 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 of.

- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, the City of Kansas City, Missouri, 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.
- C. 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, and to include this clause in all subcontracts.

ARTICLE 30: 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 materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA 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 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.
- C. 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. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments**
 - 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
 - 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
 - 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
 - 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
 - 5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
 - 6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

ARTICLE 31: RIGHT TO OFFSET

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

ARTICLE 32: SEAT BELT USE POLICY:

The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

ARTICLE 33: SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

ARTICLE 34: SUBCONTRACTORS

- A. **Subcontractor Approval.** 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 in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- C. **Subcontractor Payments.** See Requests for Payment Provisions.
- D. **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:
 - Agreement in Entirety
 - Assignment
 - Bankruptcy
 - Breach of Contract; Remedies
 - Changes
 - Civil Rights
 - Clean Air
 - Clean Air Requirements for Transit Operations
 - Clean Water
 - Conflicts of Interest
 - Contractor's Personnel
 - Debarment and Suspension
 - Disadvantaged Business Enterprise (DBE)
 - Disclaimer of Federal Government Obligations or Liability
 - Dispute Resolution

Employee Eligibility Verification
Energy Conservation
Federal Changes
Fraud and False or Fraudulent Statements or Related Acts
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Insurance
Laws and Regulations
Liability and Indemnification
Lobbying Restrictions
Notification and Communication
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Warranty; Warranty of Title

- E. 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 of this contract.
- F. 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.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

ARTICLE 35: SUSPENSION OF WORK

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

ARTICLE 36: 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 _____.

ARTICLE 37: TERMINATION

A. Termination for Convenience. The KCATA for its convenience may terminate this contract, in whole or in part, at any time by written notice to the contractor. After receipt of a Notice of Termination, and except as directed by the KCATA, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The contractor shall be paid its costs, including necessary and reasonable contractor close-out costs and profit on any portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its request for the termination payment (if applicable), together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the KCATA or its Transit Partners, the Contractor will account for the same and dispose of it in the manner KCATA directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract, the contract termination agreement, applicable laws and regulations.

1. In the event that either party to this Agreement shall fail to carry out any term, condition, promise, or agreement

herein set forth is thereby in default, the party alleging default may terminate this agreement upon thirty (30) days' advance written notice. In the event of default by the Contractor, KCATA may remove from its buses all advertising matter installed by the Contractor unless such default is remedied prior to termination date in notice.

2. In the event the Contractor is in material default on more than two (2) occasions during any Contract Year, KCATA shall have the option to terminate this agreement upon thirty (30) days' advance written notice and the Contractor shall not have any right to remedy such default.
3. The contractor shall be liable for a percentage of the minimum annual guaranteed payment set forth in Attachment K "Revenue Proposal Response Form". Should the contract be terminated by default the amount of liability shall be determined as follows: The result of multiplying the average monthly gross receipts for the space on Transit Partners vehicles for the preceding twelve (12) months from the date of notice by the number of months in which the Contractor provided services during the contract year and that result by sixty percent (60%) or the annual guaranty for the contract year divided by twelve multiplied by the number of months in which the Contractor provided service, whichever, is greater.

B. Funding State of Missouri or State of Kansas. 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 the agreement.

C. Termination for Default.

1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the 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 supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work 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 work, 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 legal and non-legal 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 Agreement, 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 Agreement.

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 or pay KCATA full market value of 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 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.

ARTICLE 38: TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

ARTICLE 39: UNITED STATES PRODUCT AND SERVICE PREFERENCE

A. Buy America.

1. The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
2. The Contractor further agrees to include these requirements in all subcontracts exceeding \$100,000.

B. Cargo Preference.

1. In the event that ocean shipment is required for any material or commodity pursuant to this agreement, 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.
2. 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 in the case of subcontractor bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, S.W., Washington, DC, 20590.
3. The Contractor further agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials or commodities by ocean liner and exceeds \$100,000.

C. Fly America.

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 CFR 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 and exceed \$100,000.

ARTICLE 40: WARRANTY; WARRANTY OF TITLE

- 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.

D. Warranty of Work and Maintenance

- 1. 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 in workmanship or materials, merchantable, suitable for its intended purpose 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. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
- 2. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for the effective contract period of the particular advertisement and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.

ARTICLE 41: 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	_____
		KCATA's Initials	_____

SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

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.

*Denise Adams
Contracting/Supplier Diversity Coordinator
Kansas City, MO 64108
(816) 346-0224 telephone
(816) 346-0336 facsimile
dadams@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

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

TO BE INCLUDED IN VOLUME II – CONTRACTUAL

- ☒ 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 – Sample Contract

TO BE INCLUDED IN VOLUME I – TECHNICAL PROPOSAL

- ☒ Attachment K – Revenue Proposal Response

OTHER – Miscellaneous Information that does not need to be submitted with proposal submission

- ☐ Attachment L – Vendor List
- ☐ Attachment M – Fleet Description
- ☐ Attachment N – Transit Advertising Policies
- ☐ Attachment O – KCATA's Current Advertising Arrangements

Attachment A
KCATA VENDOR REGISTRATION FORM

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.

Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	
Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	
Business Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (Explain) _____		
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	
Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform .			DUNS # _____
Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than \$10 Million
Standard Invoice Terms:	Due Days	Discount Days	Percent
Please provide a description of the goods and services you are interested in providing to KCATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at http://www.sba.gov/content/small-business-size-standards .			
NAICS CODE(S) :		NAICS CODE(S):	
NAICS CODE(S):		NAICS CODE(S):	

1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="checkbox"/> Service Disabled, Veteran Owned Business <input type="checkbox"/> HubZone Program Certified </div> <div style="width: 48%;"> <input type="checkbox"/> SBA 8(a) Certified Business <input type="checkbox"/> Other _____ </div> </div>			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dadams@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 U. S. Department of Homeland Security's 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. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
VENDOR CERTIFICATION: <i>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.</i>			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <ul style="list-style-type: none"> Completed Vendor Registration Form KCATA Workforce Analysis/EEO-1 Report Affidavit of Civil Rights Compliance (<i>found on KCATA's website as Attachment B</i>) <p style="text-align: center; margin-top: 10px;"> Return completed Vendor Registration Packet to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: dadams@kcata.org </p> <p style="text-align: center; color: blue; margin-top: 10px;"> <u>NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.</u> </p>			
<p style="text-align: center; color: gray; font-style: italic;">A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.</p>			

ATTACHMENT B
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

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 complies with the following:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 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), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. 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, sex, sexual orientation, gender identity, national origin, 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. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions

ATTACHMENT B ~ continued

of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant’s Signature Date

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

Notary Public Signature Date

My Commission expires: _____

SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

Project # _____ **Description:** _____ **Date:** _____

Form must be submitted for each prospective offeror and submitted with proposal

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE & NON-DBE					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ _____

TOTAL CONTRACT VALUE OF WORK
(FROM BID FORM) \$ _____

TOTAL DBE PARTICIPATION \$_____

TOTAL PERCENTAGE OF DBE PARTICIPATION _____%

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

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

ATTACHMENT E.1 – EEO-1 / WORK FORCE ANALYSIS REPORT

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

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment		<input type="checkbox"/> Other		

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

GUIDELINES FOR WORKFORCE ANALYSIS

DEFINITIONS: Contractor shall apply the following definitions to the categories in KCATA's Workforce Analysis/EEO-1 Report form.

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.

ATTACHMENT E.2

LETTER OF INTENT TO SUBCONTRACT

(To be completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual
agreement with _____ (“DBE Subcontractor”), who will
provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

_____.

for an estimated amount of \$ _____ or _____ % of the total estimated contract value.

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

ATTACHMENT E.3
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____ Project Title _____

Prime Contractor _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is **10 %**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

3. The following are the DBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the DBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein). ***All firms must currently be certified with the Missouri Regional Certification Committee (MRCC) under 49 CFR Part 26. List additional DBEs, if any, on an additional page and attach to this form.***

- a. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____
- b. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____
- c. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____
TOTAL DBE % COMMITTED TO PROJECT: _____ %

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.

ATTACHMENT E.3 ~ Continued

5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____
(Signature)

Title _____

Date _____
(Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: _____

Notary Public

(Seal)

ATTACHMENT F.1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, 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/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

Signature and Title of Authorized Official

Date

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

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) _____, certifies, by submission of this bid, 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 bid.

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

Signature and Title of Authorized Official

Date

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

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

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

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

Executed this _____ day of _____, 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT I.2
BUY AMERICA CERTIFICATION FORM**

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

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot meet the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ATTACHMENT J

SAMPLE CONTRACT AGREEMENT

Contract Agreement #16-7019-34 Transit Bus Advertisement Program Management

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2016, 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”), with offices at _____.

WHEREAS, KCATA desires to retain the services of a contractor to provide transit advertising and placement services in and on buses; and

WHEREAS, the Contractor is qualified, willing, and able to provide and perform said services; and

WHEREAS, said services are temporary in duration;

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good considerations, it is mutually agreed as follows:

1. **DOCUMENTS INCORPORATED IN THIS AGREEMENT:** The Contractor shall comply with the terms and conditions of this Agreement and with the terms and conditions of the documents listed below, which are attached hereto and by reference made a part hereof. The Agreement and the documents incorporated herein constitute the entire contract between KCATA and the Contractor, and any amendments issued hereafter, and in case of dispute shall govern in the following order of precedence:

Appendix A.	Contract Terms and Conditions; and
Appendix B.	Scope of Work; and
Appendix C.	Revenue Proposal Page Submitted by Contractor; and
Appendix D.	Contractor’s Original Bid Response; and
Appendix E.	Original RFP 16-7019-34 and any addendums thereto.

2. **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 D and incorporated herein by reference (“Proposal”).

3. **SCOPE OF CONTRACT.**

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____ entitled “_____” (sometimes referred to as the “Project” or the “Work”), which is attached hereto as Appendix E and incorporated herein by reference.

ATTACHMENT J
SAMPLE CONTRACT AGREEMENT ~ Continued

4. TERM.

The term of this contract agreement shall be for a period of ____ () year(s) beginning _____, **2016 and expiring on _____**. The products/services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the “contract term”.

5. REVENUE COMPENSATION PAYMENTS

In return for said rights, the Contractor shall compensate the KCATA under the following conditions:

1. Revenue Compensation Payment Schedule: The Payment Schedule under the Contract will require monthly payments, due to the KCATA by the 15th calendar day of each month.

Contract Year	Annual Minimum Guaranteed Payment (MGP)	Monthly Payment (1/12 th of the MGP)	Revenue Share Percentage
December 1, 2016 through November 30, 2017			
December 1, 2017 through November 30, 2018			
December 1, 2018 through November 30, 2019			
December 1, 2019 through November 30, 2020			
December 1, 2020 through November 30, 2021			
CONTRACT TERM			
TOTAL GUARANTEE			

2. Payment: By the fifteenth (15th) day of each month, the Contractor shall pay to KCATA 1/12th the Annual Minimum Guaranteed Payment amount. Under no circumstances shall the Contractor pay KCATA less than the MGP for the periods set forth above. By way of example, the payment made on December 15, 2016 will be for November, 2016. In addition, if applicable, on the 15th day of each January, April, July, and October, the Contractor shall also pay to KCATA the difference between the GMP amounts for each quarter and the Shared Revenue Percentage of revenue due to KCATA based on gross billings. For example, on April 15^h, the Contractor would owe its usual monthly payment equal to 1/12 of the guaranteed minimum payment amount plus the amount by which KCATA's share of gross revenues for the first quarter exceeds the guaranteed payment amounts for the same quarter.
3. Late Revenue Compensation Payments: Any late payment shall be subject to a penalty of 1.5 percent per month. A delinquency in payment of 30 days beyond the due date may be basis for immediate termination of the agreement, without any right cure.
4. Submitting Revenue Payments: All revenue compensation payments shall be submitted to the KCATA's Finance Department as follows:
The Kansas City Area Transportation Authority
Mr. Michael Graham, Chief Financial Officer
1350 E. 17th Street

4. **Corrections:** Revenue compensation payments requiring correction will be returned with a written description of the correction. Contractor shall make the necessary change(s) and resubmit. The KCATA and the Contractor must mutually agree upon any adjustments in revenue compensation.
5. **Monthly Sales Report:** Contractor shall also submit to the KCATA's Finance Department the necessary sales reports in accordance with the reporting requirements described in Appendix B.
6. **Reconciliation Payment:** On November 30th of each Contract Year (except 10/31/2016), the Contractor shall provide a Reconciliation Report consisting of a reconciliation of the Annual Minimum Guarantee Payment and the Revenue Share Percentage amounts for the prior Contract Year together with a check for any overage due to the Transit Partners.
7. **Gross Billings:** Gross Billings shall mean all revenue generated from the sale of space on Transit Partners vehicles less (i) any commission, not to exceed sixteen and two-thirds (16.67%) percent deducted by or paid or payable to advertising agencies or sales representatives other than the Contractor with respect to advertising placed by the Contractor through such agencies and (ii) labor charges for special services insofar as these charges represent only the recovery of costs. The Contractor shall provide KCATA with a monthly, detailed accounting of all such deductions.
8. **Uncollectible Accounts:** Uncollectible accounts shall be the responsibility of the Contractor. The Transit Partners shall be entitled to its share of the Gross Billing from uncollectible accounts.
9. **Guarantee Adjustment:** The Annual Minimum Guaranteed Payment is based on the fleet size existing at the date of execution of the agreement and will apply to all media forms and/or sign types. The Annual Guaranteed Payment may be adjusted down annually if and when the number of vehicles differs from the prior Contract Year's inventory number by fifteen percent (15%) or more, as long as the variance affects the available sign inventory (a "Fleet Decrease"). If an adjustment is to be made due to a Fleet Decrease, KCATA and the Contractor will reach agreement on the guarantee amount within fifteen (15) days of the beginning of a new contract year. That is, by November 15 of the affected year, the guarantee shall be agreed upon.

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

(CONTRACTOR'S NAME)

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

By _____

By _____

Steven C. Klika, Chairman of the Board

By _____

Dennis Bixby, Secretary of the Board

ATTACHMENT K – REVENUE PROPOSAL RESPONSE FORM

PRICING TABLE 1: REQUIRED PRICING

The proposer shall complete the following pricing table(s) and provide revenue amounts and/or percentage rates necessary to meet the requirements of the RFP. Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. *No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.*

A. Print Advertising Revenue:

YEAR	ANNUAL GUARANTEED MINIMUM PAYMENT (GMP)	REVENUE SHARE PERCENTAGE (RSP) WHEN GMP IS EXCEEDED
1	\$	_____ %
2	\$	_____ %
3	\$	_____ %
4	\$	_____ %
5	\$	_____ %

B. Audio Advertising Revenue:

NOTE: Audio advertising is not yet possible for Johnson County and Unified Government Transit.

YEAR	DESCRIPTION	FOR KCATA
1	Revenue Share Percentage	_____ %
2	Revenue Share Percentage	_____ %
3	Revenue Share Percentage	_____ %
4	Revenue Share Percentage	_____ %
5	Revenue Share Percentage	_____ %

Company Name (Type / Print):	Date:
Authorized Signature: X	Title:

PRICING TABLE 2: OPTIONAL REVENUE CONSIDERATIONS

The proposer may provide firm, fixed Revenue generating optional features/services, expansion options and/or enhancements for the proposed Bus Advertisement Management Program solution. Optional revenue generating components are not a guaranteed part of the final contract and shall only be accepted at the discretion of KCATA as need for such optional components permits.

Description/Comments	YEAR	ADDITIONAL REVENUE ADDED TO THE GMP
Allowing the MAX Bus Rapid Transit (BRT) vehicles to include advertising space. Please clearly show how the addition of the MAX BRTs effects the Guaranteed Minimum Payment amount for each year of the contract. EXPLANATION/COMMENTS:	1	\$
	2	\$
	3	\$
	4	\$
	5	\$
(Other revenue generating transit advertising features/services/expansion options. Please describe and where appropriate provide pictures/graphics to illustrate the ad revenue component).		

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 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_____

ATTACHMENT L

VENDOR LIST

Ad Trend
Mike Dahir
12804 Maple Street
OP, KS 66209
913-485-5000
913-440-0720
Mike.dahir@yahoo.com

CBS Outdoor
Paul Hiatt
2459 Summit
Kansas City, MO 64108
816-421-5720
816-421-7269 fax
Paul-hiatt@cbsoutdoor.com

Commuter Advertising
Russell Gottesman
714 Monument Ave, Suite 215
Dayton, OH 45402
937-531-6631
277-3942 fax
Rgottesman@commuter-advertising.com

Interspace Airport Advertising
Marianne Lieberman
4635 Crackersport Road
Allentown, PA 18104
800-628-6800
395-4450 fax
cbender@iaateam.com; eruhmel@iaateam.com

Round Town Media
Stacy Rudd
12616 Sandy Shore Road
Irving, TX 75063
913-538-7059
Roundtownmedia@kc.rr.com

Advertising Vehicles
Ken Black
10810 Kenwood Rd.,
Cincinnati, OH 45242
(513) 554-4700
KBlack@advertisingvehicles.com

Lamar Advertising
Bob Fessler and Liam Campbell
7108 East 48th Terrace
Kansas City, MO 64129-1908
816-924-5900 / (801) 532-4986
924-7771 fax
bfessler@lamar.com; lcampbell@lamar.com

Zuva Marketing
Mary Clark
5225 N Wayne Avenue
Kansas City, MO 64118
816-455-9494
816-455-5232 fax
mc@zuvamarketing.com

Titan Outdoor, LLC
Scott Goldsmith, Esq.
850 Third Avenue, 2nd Floor
New York, NY 10022
212-891-5688
212-644-2010 fax
scott.goldsmith@titan360.com

Blue Line Media
11301 W Olympic Blvd, Los
Angeles, CA 90064
800-807-0360 x 200
nonprofitads@bluelinemedia.com

Direct Media USA
Peter Brown
72 Sharp Street Unit C-12
Hingham, MA 02043
781-337-3117
pbrown@directmediausa.com
mgeden@directmediausa.com

Houck Transit Advertising
4610 Milton Street North
Saint Paul, MN 55126
(800) 777-7290
Elisa@houckads.com

ATTACHMENT M FLEET DESCRIPTION

KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)

Large Bus - 40 ft. Make/Model	
Qty.	
103	GIL LOW FLOOR
23	CNG - GIL 40 LOW FLOOR
126	TOTAL

***MAX BRT Bus - 40 ft.**

23	BRT-GIL LOW FLOOR
5	BRT-GIL 40 LOW FLR HYBRID
28	TOTAL

Small Bus - 29 ft.

61	GIL 29 Low Floor
17	CNG - GIL 29 Low Floor
78	TOTAL

Mini Bus - 12 passenger - 22 ft.

20	AEROTECH-National
20	TOTAL

252 GRAND TOTAL*

UNIFIED GOVERNMENT (UG) TRANSIT FLEET

Quantity	Description
20	Ford Aerotech E450 25' Cutaway buses
2	International Aerolite 32' Cutaway buses
4	Dodge Grand Caravan Minivans
2	Ford Econoline Box Vans
2	Ford F-150 pickup trucks

30 TOTAL UG FLEET

**Currently the MAX BRT vehicles are not included for advertising, however, in the future KCATA may consider allowing advertising on these vehicles.*

**ATTACHMENT M
FLEET DESCRIPTION ~ Continued**

JOHNSON COUNTY (JOCO)

COACHES	
2015 Gillig- 29' Passenger Coach	Low-Floor
2015 Gillig- 29' Passenger Coach	Low-Floor
2001 Gillig - 35ft. Passenger Coach	2-Door - Phantom
2006 Gillig - 35' Passenger Coach	Low-Floor
2006 Gillig - 35' Passenger Coach	Low-Floor
2006 Gillig - 35' Passenger Coach	Low-Floor
2006 Gillig - 35' Passenger Coach	Low-Floor CHIEFS
2006 Gillig - 40' Passenger Coach	2-Door
2006 Gillig - 40' Passenger Coach	2-Door
2006 Gillig - 40' Passenger Coach	2-Door
2006 Gillig - 40' Passenger Coach	Low-Floor
2006 Gillig - 40' Passenger Coach	Low-Floor
2006 Gillig - 40' Passenger Coach	Low-Floor
2006 Gillig - 40' Passenger Coach	Low-Floor
2007 Gillig - 40' Passenger Coach	Low-Floor
2007 Gillig - 40' Passenger Coach	Low-Floor
2007 Gillig - 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor TIGER
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2009 Gillig- 40' Passenger Coach	Low-Floor
2011 Gillig- 40' Passenger Coach	Low-Floor
2011 Gillig- 40' Passenger Coach	Low-Floor
2011 Gillig- 40' Passenger Coach	Low-Floor
2011 Gillig- 40' Passenger Coach	Low-Floor
2013 Gillig- 40' Passenger Coach	Low-Floor
2013 Gillig- 40' Passenger Coach	Low-Floor
2013 Gillig- 40' Passenger Coach	Low-Floor
2015 Gillig- 40' Passenger Coach	Low-Floor
2015 Gillig- 40' Passenger Coach	Low-Floor
2015 Gillig- 40' Passenger Coach	Low-Floor
2013 Gillig- 29' BRT Passenger Coach	Low-Floor
2013 Gillig- 29' BRT Passenger Coach	Low-Floor
2013 Gillig- 29' BRT Passenger Coach	Low-Floor
2013 Gillig- 29' BRT Passenger Coach	Low-Floor
2013 Gillig- 29' BRT Passenger Coach	Low-Floor
2015 Gillig- 29' CNG BRT Passenger Coach	Low-Floor
2015 Gillig- 29' CNG BRT Passenger Coach	Low-Floor
2015 Gillig- 29' CNG BRT Passenger Coach	Low-Floor
2001 Van Hool C2045L-Used	OTR
2012 MCI 45' OTR	OTR
2014 MCI 45' OTR	OTR
2015 MCI 45' OTR	OTR
2016 MCI 45' OTR	OTR

CUTAWAY VEHICLES	
2007 Ford/Eldorado Aerotech	Cutaway
2007 Ford/Eldorado Aerotech	Cutaway
2007 Ford/Eldorado Aerotech	Cutaway
2008 Ford/Eldorado Aerotech	Cutaway
2008 Ford/Eldorado Aerotech	Cutaway
2008 Ford/Eldorado Aerotech	Cutaway
2011 Ford/Eldorado Aerotech 220	Cutaway
2011 Ford/Eldorado Aerotech 220	Cutaway
2011 Ford/Eldorado Aerotech 220	Cutaway
2011 Ford/Eldorado Aerotech 220	Cutaway
2012 Ford/Eldorado Aerotech 220	Cutaway
2012 Ford/Eldorado Aerotech 220	Cutaway
2013 Ford/Eldorado Aerotech 220	Cutaway
2014 Ford/Eldorado Aerotech 220	Cutaway
2014 Ford/Eldorado Aerotech 220	Cutaway
2014 Ford/Eldorado Aerotech 220	Cutaway
2014 Ford/Eldorado Aerotech 220	Cutaway
2016 Ford/Eldorado Aerotech 220	Cutaway
2008 Ford /Starcraft Allstar	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
2009 Star Trans 20 Passenger Cutaway	Cutaway
Ford Transit Connect	Small - 5 passenger
Ford Transit Connect	Small - 5 passenger
Ford Transit Connect	Small - 5 passenger
2014 Ford/Diamond Cutaway	Cutaway
2014 Ford/Diamond Cutaway	Cutaway
2014 Ford/Diamond Cutaway	Cutaway
2014 Ford/Diamond Cutaway	Cutaway
Champion 24' CNG low-floor cutaways	Low-floor
Champion 24' low-floor cutaways	Low-floor
Champion 24' low-floor cutaways	Low-floor

87 TOTAL JOCO FLEET

ATTACHMENT N

ADVERTISING POLICES

The following Advertising Policies are subject to change with additions and modification throughout the life of the resulting contract. In the provision and management of the Bus Advertising program required herein, the contractor shall adhere to these policies and accommodate any resulting additions or changes made to these policies that are in the best interests of the Transit Partners.

Transit Advertising Policy: The Transit Partners may allow commercial and public service advertising in the interior and exterior of its buses subject to these guidelines:

- a) Transit Partners will not display advertising copy that is false, misleading or deceptive; KCATA will not allow advertising of an obscene or sexual nature;
- b) Transit Partners will not display advertising involving negative or personal attacks against individuals or organizations or which is contrary to existing laws or promoting illegal activity;
- c) Transit Partners will not accept political advertising or campaign advertisements of any type;
- d) Transit Partners will not accept advertisement copy dealing with alcohol, tobacco, or adult entertainment. Malt beverage logos may be displayed on transit signage that primarily promotes an eating establishment or event.
- e) Transit Partners will not accept advertisement copy dealing with religion.

ATTACHMENT O
KCATA'S CURRENT ADVERTISING INVENTORY AS OF AUGUST 22, 2016

Signed Contracts

Client Name	Display	End Date
Aetna	230 Interiors	11/2/2016
AmeriCash Loans	15 Queens	
	125 Interior Cards	1/31/2016
Children's Trust Fund	10 Kings	One Month-Dec
	10 Kings	One Month-Aprl
Health Dept	100 Interior Cards	1/31/2016
Jimmy John's	20 Queens	2/8/2016
City of KC-Human Relations	10 Tails	
	50 Interior Cards	9/30/2017
City Market	4 Kongs	April
	75 Interior Cards	
PRA	230 Interior Cards	Dec
Quintiles	230 Interiors	Jan
Rachel House	100 Interiors	Dec
Sparkling Ice	40 Kings	Oct 31-Nov 29

Pending Campaigns

Aetna	230 Interiors	Roll-over Renewal
AmeriCash Loans	15 Queens	
	125 Interior Cards	Roll-over Renewal
Goodwill	10 Taillights	Renewal
Health Department	100 Interior Cards	Roll-over Renewal
PRA	230 Interior Cards	Roll-over Renewal
Quintiles	230 Interior Cards	Roll-over Renewal
Rachel House	100 Interior Cards	Roll-over Renewal
IRS	230 Interior Cards	
Bike Safety	1 Wrap/ 50 Interiors	
Metro PCS	40 Kings	
Aetna-National	40 kings	
T-Mobile	40 kings	
Violence Free Commission	Interiors/10 Tails	
Pre-Diabetes	100 Interior Cards	
Kaufman Scholars	10 Taillights	
Full Employment Council	10 Kings	
Law Firm	10 Kings/50 Interiors	
KPRS	3 King Kongs	
ABC Entertainment	40 kings	
Premium Home Health	10 Kings	
Rodgers Health	10 Tails/50 IC	
Concorde	100 Interior Cards	
St Luke's	10 Tails/10 Kings	