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

Request for Qualifications/Proposals
#16-7030-39

ARCHITECTURAL & ENGINEERING DESIGN SERVICES
FOR PROSPECT AVENUE BUS RAPID TRANSIT (BRT)
FINAL DESIGN

Date: November 2, 2016

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November 2, 2016

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FOR PROSPECT AVENUE BUS RAPID TRANSIT (BRT)
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The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written qualifications/proposals from qualified consulting firms for the Final Design phase of Prospect Avenue Bus Rapid Transit (BRT) MAX Service. Qualified consultants will develop a final operating plan and 100% design plans for the Proposed MAX BRT project. The end goal is to complete the engineering, operating, final design and construction documents to begin operating the Prospect Max BRT. Prospect Avenue is the second busiest transit corridor in Kansas City's metropolitan area with weekday ridership averaging over 6,100 passengers. Because of this high ridership and the potential for both development and ridership growth, a MAX Bus Rapid Transit (BRT) line has been proposed for the corridor.

The Kansas City Area Transportation Authority (KCATA) in partnership with the City of Kansas City, Missouri (City) intends to implement a new MAX Bus Rapid Transit (BRT) route in Kansas City, Missouri from Downtown, along Prospect Avenue to a southern terminus at approximately 75th St. The Prospect BRT will be similar in operation and appearance to the Main Street MAX route that began operating in July, 2005 and Troost MAX that opened in January 1, 2011. The project will include MAX BRT stations with real-time arrival signage, traffic signal priority for BRT vehicles and other BRT amenities. KCATA's goal is to begin Prospect BRT operations in early 2019.

The selected A/E firm's project staff and proposed team must include professionals who have demonstrated qualifications and experience in the specific engineering, architectural and transit planning disciplines identified in this RFQ. Design work and construction is funded via Federal Transit Administration monies due to KCATA being their grantee. Accordingly, appropriate Federal provisions and requirements must be reflected in the design and in the construction documents and will be included in the awarded A/E contract.

A pre-proposal conference will be held at Kansas City Area Transportation Authority's offices located at 1200 East 18th Street in Kansas City, MO, 64108 on November 15, 2016, at 1:00 p.m. Although attendance at this conference is not mandated those firms interested in proposing to the RFQ/P are encouraged to attend and to bring with them all sub-consultants being considered as team members for their proposed consulting group including Disadvantaged Business Enterprise (DBE) firms.

The Authority has set a goal of 15% participation by certified Disadvantaged Business Enterprise (DBE) firm(s) for this Project. Certified DBE firms are encouraged to submit proposals as Primes or Subcontractors. 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.* For further information on this subject contact Denise Adams, KCATA's Senior Manager of Procurement, at 816.346.0224 or dadams@kcata.org.

Questions (technical, contractual, or administrative) must be directed in writing to via email to Denise Adams at dadams@kcata.org. Questions and requests for clarifications will be received until 10:00 a.m. on November 18, 2016. As required, KCATA's response to these submissions will be in the form of an Addendum.

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing. This Request for Qualifications 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. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

The KCATA reserves the right to accept or reject any or all responses received as a result of this request, to interview or negotiate with any qualified individual or firm, to modify this request, or cancel in part or in its entirety the RFQ if it is the best interest of the KCATA.

Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposer(s) may also be required to submit written responses to questions regarding its proposal. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. A twelve (12) month contract term is anticipated for award to the selected and approved Consultant if successful negotiations are held.

Requests for Qualifications/Proposals must be received with all required submittals as stated in the RFQ/P no later than 2:00 p.m. on December 1, 2016 and addressed to

Kansas City Area Transportation Authority – Procurement Department
Attention: Denise Adams
1350 East 17th Street
Kansas City, Missouri 64108
(816) 346-0224

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of RFQ/P closing.

No person or entity submitting a proposal in response to this RFQ/P, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may communicate about this RFQ/P with any KCATA employee or KCATA Commissioner until the Notice of Intent to Award is issued.

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NOTE: Documents developed for this project can be found on KCATA’s FTP site at <ftp://ftp.kcata.org/projectmax> and Proposers must contact KCATA’s Procurement Department for the username and password.

NO PROPOSAL REPLY FORM

RFQ/P #16-7030-39

PROSPECT AVENUE MAX BUS RAPID TRANSIT (BRT)

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

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- ___ 1. We do not wish to participate in the proposal process.
- ___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

- ___ 3. We do not feel we can be competitive.
- ___ 4. We do not provide the services on which Proposals are requested.
- ___ 5. Other: _____
- ___ We wish to remain on the Proposer's list for these services.
- ___ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFQ/P Advertised and Issued.....	November 2, 2016
Pre-Proposal Conference	November 15, 2016 KCATA's Breen Building - Large Conference Room 1200 East 18 th Street, Kansas City, MO 1:00 p.m.
Questions, Comments and Requests for Clarifications Due to KCATA	November 18, 2016 10:00 a.m.
KCATA's Response to Questions, Comments and Requests for Clarification	November 22, 2016
RFQ/P Closing.....	December 1, 2016 2:00 p.m.
Interviews (Tentative and as Required)	December 8, 2016
Board of Commissioners Approves Selected Consultant	December 21, 2016
Contract Award/Notice to Proceed.....	January 2017

SECTION II
SCOPE OF SERVICES

**ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR PROSPECT
AVENUE BUS RAPID TRANSIT (BRT) – FINAL DESIGN**

- 2.1 Background
- 2.2 Final Design Administration
 - A. Project Management and Coordination
 - B. Quality Assurance / Quality Control
 - C. Scheduling and Budget Management
- 2.3 Agency Coordination, Community and Public Participation
 - A. Community Coordination
 - B. Design Coordination Meetings
 - C. Technology Coordination Meetings
 - D. Safety & Security Coordination Meetings
 - E. Transit Oriented Development (T.O.D.) Coordination Meetings
 - F. City of Kansas City, MO and Other Necessary Agreements
- 2.4 Project Development (PD) Issues
 - A. Open Issues and Uncertainties
 - B. Transit Operations Plan
 - C. Branding & Marketing Plan
 - D. BRT Bus Design & Graphics
 - E. Transit Oriented Development (T.O.D.) Coordination Plans
 - F. Value Engineering
 - G. Assessment
 - H. Technology Coordination
 - I. Sustainable Features Assessment
- 2.5 Final Design and Related Services
 - A. Final Station Locations
 - B. Prospect MAX Station Standards
 - C. Site Surveys & Easements
 - 1. Topographic Surveys
 - 2. Base Mapping
 - 3. Property Surveys
 - 4. Easements & Legal Descriptions
 - D. Safety & Security
 - 1. Operations
 - 2. FacilitiesADA Compliance Evaluation
 - E. Project Cost Estimate
 - F. FTA Coordination Assistance
 - G. Transit Centers, Mobility Centers & Layovers
 - H. Stations
 - 1. MAX Shelters
 - a. Shelter Value Engineering
 - b. Prospect Shelter Design
 - c. Shelter Bidding & Bidding Documents
 - 2. MAX Markers

- a. Marker Value Engineering
- b. Prospect Marker Design
- c. Marker Bidding & Bidding Documents
- 3. Station Site Work and Streetscape
 - a. Foundations
 - b. Electrical
 - c. Sidewalk and Streetscape
 - d. Landscaping
- I. Design Local Stops, Sidewalks and Access Improvements
- J. Provisions for Community Hire in Construction
- K. Real Estate / Property Needs Assessment and Identification
- L. Permit Coordination
- M. Project Cost Estimates
- N. Bidding and Procurement Planning and Support Services
- O. Construction Administration Services

2.1 **Background**

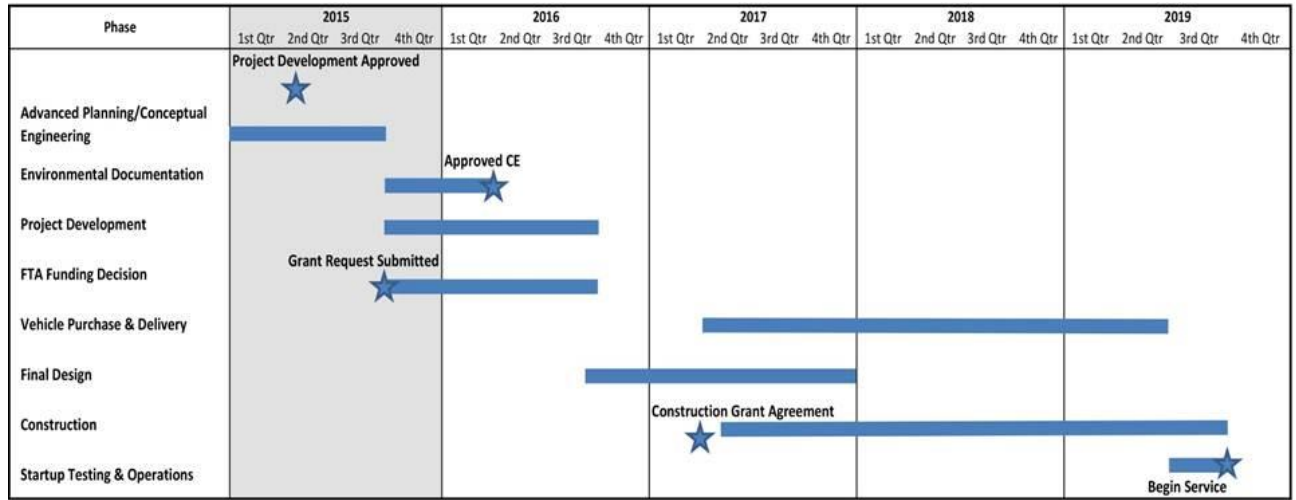
The Kansas City Area Transportation Authority (KCATA), in partnership with the City of Kansas City, MO (KCMO) intends to implement a new Bus Rapid Transit (BRT) route in Kansas City, Missouri from Downtown, along 11 / 12th Streets and then Prospect Avenue to a southern terminus at approximately 75th & Prospect (see attached map). The route shall be similar in operation and appearance to the Troost Ave. MAX route that began operation in 2011. The project will include BRT stations and BRT technology such as real-time arrival signage and traffic signal priority for buses. The project also includes improving transit connections, sidewalks and local stop improvements. New technologies are also planned to continue the “Smart City” program and make Prospect a “Smart BRT Corridor” similar to downtown around the downtown streetcar. The new technologies intended to be developed include station WiFi, “Smart” Kiosks, limited number of ticket vending machines and other items that will be determined during final design based on feasibility and fund availability. The technology components are not a part of this RFQ/P but the selected final design consultant must coordinate the design with the technology package. KCATA’s goal is to begin Prospect BRT operations in the first half of 2019 (see attached schedule).

KCATA began planning for the Prospect BRT project in 2013. A BRT Prospect Corridor Planning Assessment was completed in August, 2014, and Locally Preferred Alternative identified in January 2015. Project Development started in August 2015, following a request to FTA in April 2015 and will be completed in late summer of 2016. These efforts have resulted in identification of station locations, completion of design to approximately a 30% level, obtaining of federal environmental clearances, capital cost estimates, preliminary operating plan, project budget and schedule. The results of Planning and Project Development (PD) are available. The PD document includes a list of remaining uncertainties to be resolved in Final Design. These previous documents are to be used as the basis for completing final design and preparing necessary documents for construction. A draft Project Management Plan (PMP) for Prospect BRT implementation has also been developed by KCATA and will need to be kept current by KCATA and the selected consultant team.

The Project Documents can be found on ATA’s FTP site at <ftp://ftp.kcata.org/projectmax>. Consultants must contact ATA’s Procurement Department for the username and password.

Funding for the project will come from a variety of sources, including FTA Small Starts, STP, ATA and KCMO funds. Accordingly, final design activities will need to be consistent with the FTA Small Starts program and will need to meet all FTA requirements.

Project Schedule:



2.2 Final Design Administration

A. Project Management and Coordination

The consultant will be responsible for managing all final design activities including design project management, finalizing the transit operating plan, completing engineering and architectural designs for transit centers, stations, park and rides, technology components and streetscape, etc., and technical specifications development and providing data for real estate needs. Consultant activities also include managing design and construction budgets to not exceed available project funding, maintain design phase schedules, coordinate project efforts with outside agencies and interested public organizations and other tasks as defined within the final contract scope of services.

The Consultant’s project manager or designated representative shall attend periodic coordination meetings with the ATA, the FTA, FTA Project Management Oversight Consultant, KCMO and others. The Consultant shall prepare the meeting agenda and track all action items. When necessary, Consultant will prepare responses to FTA and FTA PMOC. The Consultant shall be responsible for providing KCATA with monthly progress summaries and notes from coordination meetings.

The Consultant shall coordinate with any other third party consultants (e.g. technology consultant, traffic signal design consultant), contractors or personnel performing work for the Prospect BRT project and with others including KCMO and KCMO Contractors working in the corridor. These may include City Public Works, Planning or Water Dept. personnel, KCMO consultants and contractors, utility companies and ATA vendors including the real-time sign and technology vendors and BRT vehicle manufacturer.

The consultant will also be responsible for coordinating with the ATA to ensure that project designs and operations are compatible with the BRT operating plan, BRT and other transit vehicles and compliant with all ADA requirements.

B. Quality Assurance / Quality Control

Consultant will be required to prepare a Quality Assurance / Quality Control (QAQC) plan to be used by the ATA to manage quality of the design effort and fulfill FTA QAQC requirements. Monthly QAQC reporting shall be required. KCATA may visit consultant offices periodically for QAQC process verification.

C. Scheduling and Budget Management

ATA has developed a BRT project schedule (attached). Consultant will work with the ATA to provide detail and identify milestones and then manage the project schedule and consultant activities. Consultant shall make every effort to meet all agreed upon key project milestones. Should the need arise; the Consultant should be capable of increasing project resources to meet deadlines or accelerate design activities.

2.3 Agency Coordination, Community and Public Participation

A. Community Coordination

The ATA has prepared an Outreach and Coordination Plan as a part of the Project Management Plan. The plan reflects that during design, the consultant in partnership with KCATA and the City will be responsible for leading efforts to keep the community informed of the project, obtaining community input on remaining uncertainties, and on final designs and obtaining input on final design issues. Close coordination will be required with stakeholders in order to ensure the Prospect BRT project is well integrated with existing and planned developments in the corridor. There are significant initiatives within the Prospect Corridor and coordination with these will be required during design. The selected consultant may be required to refine the plan as needed.

All BRT stations will reflect the Ride KC MAX BRT brand but will be site adapted to ensure compatibility with surrounding development and integration with the community. Locations were established for Prospect BRT stations in the planning and Project Development phases. Uncertainties may still exist around a few stations and these require additional evaluation and coordination during final design; such locations to be evaluated and finalized during Final Design include Prospect at 75th, and 31st Streets and East Village transit center. Other locations require final review and refinement.

The Prospect BRT Advisory Committee of stakeholders along the proposed route was created by the KCATA during the planning phase of the project and will continue to provide input during final design. It will be necessary to obtain input from this group throughout design. It is anticipated that ongoing coordination will be required with the BRT Advisory Committee and other organizations. There are many ongoing initiatives and groups requiring coordination and contact during Final Design. Coordination meetings will be required and plans for contacts should be included in the Outreach and Coordination Plan. Such groups will include:

- ATA Board of Commissioners
- Prospect BRT Advisory Committee
- Prospect Ave. Business Association
- Kansas City, MO City Council
- City Planning Commission
- Neighborhood & Business Associations
- One on One Stakeholder Meetings
- Other groups leading corridor initiatives, (e.g. UNI, Blue Hills, etc.)

- General Public. These meetings will be led by the Consultant.
- Other Groups, including MARC and Regional Transit Coordinating Council.

B. Design Coordination Meetings

The consultant team shall be responsible for meeting with individuals and organizations as needed to gather information for finalizing design and construction documents. The consultant shall maintain a meeting log identifying all meetings whether formal presentations or informal. The meeting log shall list the participants, date, location, purpose, etc. and any significant decisions. This log shall be provided to the ATA at the project manager's bi-weekly coordination meetings.

Some of the anticipated design coordination participants include:

- KCATA staff from multiple Departments
- KCATA Consultants and Contractors
- City Staff
- Kansas City Power & Light (KCP&L)
- Other Utility Companies Including Those with KCMO ROW Agreements
- Affected Property Owners
- Shelter & Marker Fabricators
- Product Suppliers
- Technology Consultant

KCMO Staff will be included in the regular project coordination meetings. Staff from each of the following City departments will likely be participating:

- Public Works Department
- Planning and Development Department
- Parks and Recreation Department
- Mayor's Innovation Office
- City Council Member's Office

The consultant shall prepare agendas, conduct the meetings, record and distribute meeting minutes as appropriate.

C. Technology Coordination Meetings

The consultant team may conduct up to 10 periodic Technology Coordination meetings throughout the design process to review progress and coordinate technology issues with KCATA, City Departments, technology consultants, the community, etc. The ATA shall assist in identifying participants.

The consultant shall prepare agendas, conduct the meetings, record and distribute meeting minutes as appropriate.

D. Safety & Security Coordination Meetings

Safety is a core value for KCATA and a priority on this project. All designs will follow CPTED principles. Safety details and features may also include cameras, vandal resistant materials, safety lighting, all contact options, etc. The consultant team shall conduct up to 10 periodic Safety & Security Coordination meetings throughout the design process to gather input and review progress

and coordinate issues with KCATA, including KCATA CSO, City Departments, Neighborhoods, KCPD, consultants, community, etc. The ATA shall assist in identifying participants.

The consultant shall prepare agendas, conduct the meetings, record and distribute meeting minutes as appropriate.

E. Transit Oriented Development (T.O.D.) Coordination Meetings

Design will follow basic TOD principles and KCMO draft TOD guidelines, ensuring access to development from transit stations, encouraging co-location and joint development. The consultant team shall coordinate design with development plans (present and planned). Consultant will conduct up to 10 periodic TOD Coordination meetings throughout the design process to review progress and coordinate issues with KCATA, City Departments, Neighborhoods, Businesses, consultants, MARC, the Community, etc. The ATA shall assist in identifying participants.

The consultant shall prepare agendas, conduct the meetings, record and distribute meeting minutes as appropriate.

F. City of Kansas City, MO and Other Necessary Agreements

The KCATA and City are partners on this project. There is a Cooperative Agreement between KCMO and KCATA spelling out roles and responsibilities. This agreement will be a guiding document for the project. Consultant will assist as necessary in administration of this agreement.

2.4 Project Development (PD) Issues

A. Address Open Issues / Uncertainties / or Items to be Further Detailed in Final Design

Consultant shall review the Project Development documentation and preliminary plans and identify remaining issues that should be addressed before completing final design. A preliminary list of locations is included in the PD documents.

The consultant will address unresolved issues and prepare a report with recommended solutions to remaining issues for ATA review and approval. The report should briefly explain each issue, and include conceptual designs, costs estimates, schedule updates and, as appropriate, analyses of environmental issues to support recommended resolution actions.

B. Transit Operations Final Plan

A Prospect BRT operating plan was developed in the Planning/PD phase. Consultant will develop a final operations plan in conjunction with ATA that reflects final station locations, final BRT alignment, bus and BRT schedules, local and BRT service levels and cost estimates associated with operations.

C. Branding & Marketing Plan

The Ride KC and Metro Area Express (MAX) brand has been developed over the past several years. KCATA intends to use both brands for the Prospect BRT project. In conjunction with ATA's Marketing and Prospect BRT staff, the Consultant will lead efforts to review and modify, as necessary, brand integration into the final design. Consultant will prepare a branding and marketing plan for the Prospect BRT project including updating and development of fact sheets, marketing graphics, media packets, schedules, and integration of marketing initiatives with interactive Smart Kiosks.

D. Bus Design & Graphics

KCATA staff will prepare technical and mechanical specifications for the Prospect MAX BRT vehicles. However, based on the results of the branding efforts, the consultant in coordination with the ATA's Marketing and Maintenance Departments may prepare bus exterior graphics for review with ATA and the Advisory Committee. Following the branding and marketing plan, Consultant shall prepare presentation quality bus renderings. The expectation is the new Ride KC graphics will not be significantly altered but possibly modified with enhanced graphics.

E. Transit Oriented Development (T.O.D.) Planning

KCATA is working with area organizations, the City, potential developers and others to identify development opportunities along Prospect. It is anticipated KCATA will be evaluating opportunities and possibly entering into a TOD agreement with a third party during Prospect MAX final design. The Consultant will be asked to assist in these TOD evaluations and in developing conceptual plans, estimates and possible financing programs. The Consultant will work with KCATA's planners, development team and others throughout the TOD process. Exact level of required services are uncertain, but TOD principles in general and project specifics will be reflected in design. Consultant scope and costs will be negotiated.

F. Value Engineering

Consultant shall conduct a formal **3-day** Value Engineering review using a systematic process of review and analysis by a multidiscipline team mostly of persons not involved in the project in an effort to find and eliminate unnecessary costs and delays in a project. This team shall provide recommendations for:

1. Providing the needed functions safely, reliably, efficiently, and at the lowest overall cost;
2. Improving the value and quality of the project; and
3. Reducing the time to complete the project.

The consultant shall establish values for functions of items or systems. The objective of VE is to satisfy the required function at the lowest total costs (capital, operating, and maintenance) over the life of a project consistent with the requirements of performance, reliability, maintainability, safety, and esthetics.

Consultant shall prepare a Job Plan, a systematic and organized plan of action for conducting a VE analysis and preparing recommendations for possible improvements to the projects value and schedule. The methodology utilized shall follow widely recognized systematic problem-solving procedures for the Value Engineering process.

The Job Plan shall contain eight phases listed below.

1. Selection of BRT Project Components for VE Analysis
2. Investigation (gathering of information)
3. Function Analysis (analyzing functions, worth, cost, performance and quality)
4. Creative (speculating using creative techniques to identify alternatives that can provide the required functions)
5. Evaluation (evaluating the best and lowest life-cycle cost sustainability alternatives)
6. Development (developing alternatives into fully supported recommendations)

7. Presentation (presenting VE recommendations for review, approval, reporting and implementation)
8. Close Out (Implementing and evaluating of the outcomes of the approved recommendations)

G. Technology Enhancement Assessment

KCATA included a base level of technology with the Prospect BRT project submission to FTA for Project Development and Small Starts funding. Subsequently, KCATA and the City proposed additional enhancements to the technology with the Smart City Challenge Grant – which was not selected for funding by USDOT. However, KCATA and the City intend to assess and prioritize the technologies in the Smart City grant for application with Prospect BRT within the project funding constraints. Consultant will assist in this effort. Items to review include:

- Smart Street Lighting
- Security measures including cameras and gunshot detection systems
- Level boarding at select MAX Stations
- Additional and enhanced Smart Kiosks

If the project budget allows and any of these features are included in the final design, a Supplemental Agreement will be negotiated.

H. Sustainable Features Assessment

Consultant will assist in identifying additional sustainability features for the Prospect MAX project and then will incorporate those that are selected into final design. These may include: solar power, LED lights, sensor units to conserve energy, rain gardens and/or other storm water management practices, pervious pavements, sustainable landscaping, etc.

2.5 Final Design and Related Services

The consultant will be responsible for completing the tasks detailed below and any others need to complete final design and move the project to construction. The goal of these tasks is to provide Final Design and Architectural / Engineering services for the Prospect Avenue BRT route from Downtown to 75th & Prospect and prepare all documents necessary for the ATA to competitively bid construction and fabrication services. Although a construction phase procurement plan is to be prepared by the Consultant. Consultant shall assume they will prepare bid plans and specifications for the following packages unless otherwise noted:

- Station Improvements; 2 Packages (Sidewalk platforms and amenities such as benches, trash receptacles, bike racks, etc.)
- Downtown TEC BRT Station Improvements; 1 Package (Sidewalk platforms and amenities such as benches, trash receptacles, bike racks, etc.)
- Shelter & Kiosk Fabrication Package
- 75th & Prospect Transit Center & Mobility Center
- 31st & Prospect Mobility Center
- East Village Transit Center & Mobility Center
- Streetscape and Roadway Improvements Package
- Traffic Signal Improvements Package (Design and Bid Packages by Others)

Design is to be in keeping with ATA's approved budget and schedule and will use the recently completed PD work as the starting point. Budgets and the preliminary schedule for BRT are included in the funding request submittal.

BRT design and construction will be primarily funded from Federal Transit Administration (FTA) grants to KCATA. Accordingly, appropriate federal and FTA provisions must be reflected in design and in all the construction bid documents.

The consultant's approach to organizing, managing and integrating the BRT final planning and design tasks of this contract should be described in the qualifications statement.

A. Final Station Locations

Each Prospect BRT station location has been reviewed during Planning and Project Development. Consultant will perform a final station location review and confirm locations or recommend adjustments or alternate locations. Specific review emphasis shall be on confirming nearside stations are necessary and in the best interest of the project as a whole.

Locations were established for all Prospect BRT stations in the planning/PD phases. However, uncertainties regarding several key stations will require specific review and coordination during final design – these include but are not limited to:

- 12th & Prospect NB
- 18th & Prospect SB
- 31st & Prospect SB
- 59th & Prospect NB
- 63rd & Prospect NB
- Gregory & Prospect
- Two Other Locations **TBD**

Following approval of final station locations, prepare final layout plans for each station, transit center and mobility center. Identify site-specific issues not completed during PD, including preparing station-by-station site amenities listings including shelter, marker, trash can and smart kiosk locations, sidewalk improvements, passenger amenities, preliminary electrical service layout, etc.

It is expected that the Prospect BRT MAX stations will be located within City of Kansas City, Missouri street right-of-way. Consultant will coordinate station needs with Kansas City, Missouri. Any property needed outside of ROW will be identified. Following authorization from the ATA, make contact with adjacent property owners to discuss shelter & station placements and make any layout adjustments and discuss construction issues.

B. Prospect MAX Station Standards

Prepare final shelter, marker and standard station specifications to be used in final design for KCATA approval. This document shall include schematic details (plan, elevations & perspectives) and include all material specifications, finishes and colors. Consultant shall prepare presentation quality renderings for the shelter, marker and station configurations. Consultant shall assume three (3) modifications to the renderings before a final version is approved. This task shall be performed in conjunction with the branding and value engineering services.

C. Site Surveys & Easements

1. Topographic Surveys

Conduct complete topographic site surveys at each station location, transit center, turnarounds and park & rides. Surveys shall include all visible features, utilities and all items that may impact design (e.g. adj. building door locations, etc.). Station surveys shall generally cover the following area:

- The entire adjacent intersection and a minimum distance of 50' of each approaching street.
- The immediate 55' BRT station area from the street centerline to not less than 25' behind the station or to the adjacent building face.
- The area between the station and intersection from the street centerline to not less than 25' behind the sidewalk or to the adjacent building face.
- The area extending 75' downstream (far side stop) or 75' upstream (nearside stop) from the station and extending from the street centerline to 25' back of sidewalk.

2. Base Mapping

Consultant shall use existing prepared surveys and base mapping to the extent possible. Additional field survey should be planned at locations not previously surveyed during Project Development. Current survey data is identified in the Appendix.

3. Property Surveys

Right-of-way and property lines at each planned station location may be shown as approximate if ROW or property corners are not found. If final planning indicates a station or temporary construction work may encroach on the adjacent property, a property survey accurately locating ROW and property lines shall be completed.

It shall be assumed 12 stations (including turnarounds and park & rides) will require property surveys.

4. Easements & Legal Descriptions

Consultant will be required to prepare easement and/or property acquisition legal descriptions where necessary. This work will be coordinated with ATA's legal counsel, Lathrop and Gage. Consultant shall assume 20 legal descriptions (boundary, easements, etc.) will be required for the 12 stations.

D. Safety and Security

Consultant will consider in design:

1. Operations Safety (Passengers, Operation and The Community)

2. Facilities Safety & Security Design (CPTED)

Safety is a primary value and requirement. Consultant will Follow CPTED Principles and Coordinate with KCPD and KCATA Security Team

E. ADA Compliance Evaluation

All features will be designed to be ADA compliant. Consultant shall perform an ADA compliance review for each of the BRT stations, transit centers, mobility centers, and roadway, sidewalk and streetscape improvements. Identify potential compliance issues and recommend corrective designs to the City and ATA in an ADA Compliance Tech Memo.

F. Project Cost Estimate

Prepare and update Final Design project cost estimates generally in the same format as the Project Development and FTA's Standard Cost Categories (SCC) spreadsheets. Consultant shall identify cost items that require additional review and possible cost reduction measures. The ATA and Consultant shall review the estimate and determine if additional design modifications are required. Consultant shall make design modifications as necessary to assure project is within budget.

G. Federal Transit Administration (FTA) Coordination Assistance

The FTA is providing significant Small Starts funding for the Prospect BRT. Additional federal funds are provided through Federal STP and will be in FTA grants. The consultant will assist ATA in coordinating with FTA and obtaining FTA and other approvals including, as necessary, approval to enter construction phase. Consultant will coordinate with and respond to FTA and FTA PMOC.

Consultant shall also prepare monthly project reports and quarterly reports for submittal to FTA and/or FTA's PMOC. Reports shall be substantially in the format included in the appendix herein.

H. Transit Centers, Mobility Centers & Layovers

The consultant will be responsible for completing final design Architectural and Engineering services for the Prospect Avenue BRT project elements from Downtown to the southern terminus (approximately 75th & Prospect) and prepare all documents necessary for the ATA to competitively bid construction and fabrication services. Transit Centers, Stations and Mobility Center design services will include:

1. Transit and Mobility Centers
 - a. East Village (11th/12th & Charlotte/Holmes)
 - b. 75th & Prospect
2. Mobility Center at 31st and Prospect
3. Layover at 13th & Wyandotte (Barney Allis Plaza)

Each of these will be designed to incorporate standard Prospect BRT features while integrating with the surrounding environment and streetscape. **Sustainability features will be considered here and at other stations.**

BRT station design and construction will include four main features: 1. Passenger shelters; 2. Station markers / kiosks; 3. Site amenities; and 4. Technology (Smart Kiosks). (See Appendix for typical station graphic.) Each station will have its own station name and each will reflect the Riddick MAX brand. For the Prospect MAX BRT it is expected that stations will be similar to existing MAX stations, however, they will include a new design and greater level of technology improvements. A detailed description and required design services for each feature are provided below:

I. Stations

All features of MAX stations will be integrated and compliant with all requirements, including ADA.

1. MAX Shelters

Development of a new BRT shelter design was completed during Project development (PD). Drawings of the shelter design are available for review and PD CAD files will be provided to the Consultant for use to finalize design. It is anticipated there may be some locations that will require shelters of different lengths. In all cases, KCATA desires to standardize various components to the extent possible to minimize maintenance costs.

The consultant shall perform three separate shelter design tasks:

a. Shelter Value Engineering

The Consultant shall prepare a current dollar cost analysis for the current Prospect MAX shelter design. The Consultant shall also evaluate the existing design and prepare possible design alternatives to enhance shelter aesthetics, reduce fabrication costs and/or minimize maintenance. Cost implications should be provided for suggested design changes.

Following completion of the cost estimate and development of alternatives, the ATA and Consultant shall review the suggested changes and estimates. If aesthetic revisions are suggested, Consultant shall prepare graphic renderings illustrating the proposed changes.

Following the Consultants value engineering efforts and community coordination, the ATA will finalize the Prospect BRT shelter standard design.

b. Prospect Shelter Design

Following selection of a shelter design, whether the existing design or a modified design is selected, Consultant shall prepare design documents and technical specifications for the selected shelter. Consultant shall submit progress review sets to the ATA at the following design development levels: 60% & 90%

Supplemental design efforts will be required to address varying length shelters (typically in 5' increments) if required by site conditions. All shelters are anticipated to include a high level low voltage LED lighting system similar to that on the existing Troost MAX.

2. MAX Markers

The design for the MAX marker was completed as part of PD. Drawings of the existing marker design are available for review. Currently, markers are planned to be integrated with shelters and include a Smart City interactive display screen. ITS real-time bus arrival information may be integrated into the design of the Smart City screen.

Currently, two configurations are envisioned for the Marker designs although possible adjustments may become necessary:

- a. **Prospect Corridor Stations** - MAX Marker integrated with Shelters and Smart City interactive screens. (Placed along Prospect corridor outside of downtown).
- b. **Downtown TEC/MAX Stations** - Free standing TEC/MAX Markers without Smart City interactive screen (primarily located at downtown TEC stations). Smart City screens shall be integrated with shelters.

The consultant shall perform three separate marker design tasks:

i. Marker Value Engineering

The Consultant shall prepare a current dollars cost analysis for the MAX marker design. The Consultant shall also evaluate the design and prepare possible design alternatives to enhance marker aesthetics, improve the internal electrical system, improve internal ventilation, reduce fabrication costs and/or minimize maintenance. Cost implications should be provided for suggested design changes.

Following completion of a cost estimate and development of alternatives, the ATA and Consultant shall review the suggested changes and estimates. If aesthetic revisions are suggested, Consultant shall prepare graphic renderings illustrating the proposed changes.

Following the Consultants value engineering efforts and community coordination the ATA will finalize a Prospect BRT marker design.

ii. Prospect MAX BRT Marker Design

Following selection of a marker design, whether the existing design or a modified design is selected, Consultant shall prepare design documents and technical specifications for the selected marker. Consultant shall submit progress review sets to the ATA at the following design development levels: 60% 90%

Supplemental design efforts may be required to address varying height markers if required. All markers are anticipated to include low voltage LED lighting systems.

iii. Shelter & Marker Bidding & Bid Documents

It is anticipated the new BRT shelters and markers, even if not integrated together, will be bid at the same time. The consultants bidding documents should be prepared as two separate packages: one shelter package and one marker package.

It is also anticipated that multiple companies may be selected for shelter/marker fabrication. Consultant shall assist the ATA during the bidding process with answering bidder's questions and attending a pre-bid conference. Consultant will also be requested to review the bids, provide an opinion on the bid results, explain bid variances should they be significantly different from estimates and provide opinions on the capabilities of the bidding firms.

c. Station Site Work and Streetscape

The design of the Prospect BRT station design was completed as part of PD. The station site design incorporated the BRT shelter and marker and site amenities. In addition to the BRT shelter and marker and connecting electrical services, the primary elements of the station are a distinctive station platform, connecting pedestrian improvements and street furniture including trash receptacles and benches. It is planned for the Prospect BRT stations to be generally similar but not necessarily exact duplicates. Each will be site adapted and reflect, where appropriate, community requests for additional improvements such as enhanced pedestrian lighting may be incorporated into the prototypical design.

The result of final design will be construction bid documents and final cost estimates for each BRT station.

There will be three bid packages for the for BRT station construction. The Consultant shall prepare three separate sets of bidding documents for this work (Prospect Corridor Stations; 2 packages & Downtown Stations; 1 package). Consultant shall assist the ATA during the bidding process with answering bidder's questions and attending pre-bid conferences. Consultant will also be requested to review the bids, provide an opinion on the bid results, explain bid variances should they be significantly different from estimates and provide opinions on the capabilities of the bidding firms.

Station site work design tasks include:

i. Foundations

Foundations are required for the shelters and markers. Consultant shall complete final design of foundations to meet local conditions and code requirements.

ii. Electrical

Electrical service is required at all BRT stations, transit centers and mobility centers. Consultant shall determine the nearest electrical source to feed each BRT location. Each BRT station requires 120v service. Transit centers may require 120v/240v depending on improvements planned for each facility. If the sustainability analysis indicates solar paver is feasible at some locations, this will be incorporated.

The ATA plans to amend an existing electrical service agreement with the City of Kansas City that will allow BRT electrical service to be fed from traffic signal controllers. Consultant shall coordinate electrical service design with the Kansas City Public Works Dept. and Kansas City Power and Light. Existing traffic signal conduits cannot be used for BRT electrical service. New conduits and wiring must be designed and installed from the traffic signal controller to the BRT station.

iii. Sidewalk and Streetscape

BRT station platform lengths vary depending on available space and anticipated use. Old sidewalk shall be removed and the new station platform installed. Existing adjacent curb shall be evaluated and replaced if it is in a deteriorated

condition. Design of each station shall be fully ADA compliant including clearances, detectable warnings, etc.

ATA desires that the BRT stations and platforms reflect MAX BRT standard while fitting within the local environment and being compatible adjacent streetscape, city or community design standards. Consultant should coordinate these designs closely with ATA and the City and surrounding community.

iv. Landscaping Artistic Features

Transit Centers and some BRT stations may require landscaping. Others will have features allowing incorporation of or display of locally developed art features. Consultant should assume landscape design at transit centers and mobility centers. Irrigation should not be included unless required by code. Consultant shall assume a minimal amount of landscaping will be required at MAX stations. Landscaping design will be coordinated with the community and adjacent property owners. Similarly, Consultant will identify locations for artwork or artistic design.

J. Construction Package Features

KCATA and the City are interested in having those building the projects reflect the community. Consultant will assist KCATA and City in determining local hire requirements and developing provisions appropriate for contracts to maximize competition and participation from those in the community.

K. Local Stop & Connecting Sidewalk Designs and Bid Documents

Follow Project Development Plan in designing local stops connecting to MAX stops.

L. Permit Coordination

Consultant will work coordinate KCMO plan reviews and secure permits for construction. It is anticipated permits for MAX stations and all work within city right of way will be permitted by City thru the Public Works Department (Not thru Land Development Division). Project reviews and permitting of transit centers and mobility centers constructed outside of right of way shall be submitted to Land Development for plan review and permitting.

M. Project Cost Estimates

Develop 60% & 90% detailed quantities and cost estimates for each bid package. Revise and submit the signed and sealed final 100% Opinion of Probable Estimate of Construction Cost at time bidding for each package.

N. Bidding and Procurement Support Services

ATA will conduct contractor procurements and issue requests for bids. Consultant shall provide technical assistance to the ATA during bidding of the project. These services will include:

1. Attending a pre-bid conference to address design questions.
2. Prepare pre-bid conference minutes.
3. Answer contractor questions during bid period.
4. Prepare bid addenda as required.
5. Conduct a review of the bids and provide a bid analysis and an opinion of the capability of the two low bidders.

O. Construction Administration Services

Full time construction administration services are not part of this design contract. Design consultant shall include within this scope the following services during construction:

1. Time to respond to RFIs (assume six RFIs per bid package)
2. Time to review and approve shop drawings. (assume 50% of shop drawings will require one review, 25% will required two reviews and 25% will require three reviews)

The ATA may request full or part-time inspection or construction administration services. If these services are needed, the ATA shall request a CA proposal from the Consultant. The ATA reserves the right to utilize a third party to perform CA services.

**SECTION 3.
PROPOSAL INSTRUCTIONS**

3.1 General Information

The terms “solicitation” and “Request for Qualifications/Proposals (RFQ/P)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.

Interested firms may submit proposals until **proposal closing at 2:00 p.m. on December 1, 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 Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108 to the attention of Kristen Emmendorfer.

In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Kristen Emmendorfer at kristene@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFQ/P number and title.

Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.

KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFQ/P 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 RFQ/P.

KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.3 Proposer’s Responsibilities

By submitting a proposal, the Proposer represents that:

1. The Proposer has read and understands the RFQ/P and the proposal is made in accordance with the RFQ/P requirements and instructions;
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.

Before submitting a proposal the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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.

Incomplete proposals may render the proposal non-responsive.

3.6 Modification of Proposals

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

3.7 Unbalanced Proposals

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

3.8 Protests

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.

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 Senior Manager of Procurement, no later than five (5) days before the bid closing date.

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 Senior Manager of Procurement, no later than five (5) days after the bid closing date.

Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to the Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

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 KCATA’s Chief Financial Officer within five (5) days from the date of the Senior Manager of Procurement’s response.

The KCATA Chief Financial 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 Financial Officer response will be provided within ten (10) days after receipt of the request. The KCATA Chief Financial Officer decision is final and no further action on the protest shall be taken by the KCATA.

By written notice to all parties, KCATA's 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.

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.

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.

3.9 Disclosure of Proprietary Information.

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:

- marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
- 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
- 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.

After either a contract is executed pursuant to this RFQ/P, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.10 Disadvantaged Business Enterprise (DBE) Requirements

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 contract goal of 15% has been established for this procurement.** If including DBE participation as part of the proposed service solution then the proposer should submit Attachment C entitled "Schedule of Participation by Contractor & Subcontractors"

Non-discrimination - Proposers shall not discriminate on the basis of race, color, national origin, or sex, sexual orientation, gender identity, national origin, disability, or age 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.

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.

DBE Participation Credit - DBE firms may participate as Prime Contractors or 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
 3. 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
 4. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

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:

- A. 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. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
- B. 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.
- C. 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.
- D. Negotiating in good faith with interested DBEs.
 1. 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.
 2. 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.
 3. 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.
 4. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.

5. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
6. 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.
7. In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

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. When submitting a request for payment, Contractor is to include copies of paid subcontractor invoices with the request. KCATA may perform random audits and contact 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.

Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE 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 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.

- A. **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.
- B. **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.
- C. 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.
- D. 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.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

The intent of the RFQ/P is to encourage submittals that clearly communicate the consultants' qualifications for the Project. Proposals should provide information in a concise, and well written, well organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

4.1 Proposal Format

The Technical Proposal page limit is 25 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 25 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 following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional Lists of References
- Resume and background information (please do not include any more than 3 pages per individual)
- Required forms, certifications, financial data, etc.
- Vendor Registration Form
- Subcontractor Utilization Form
- Affirmative Action Information
- Letters of Certification

The originals of Volumes I and II shall be unbound. All copies of Volumes I and II shall be separately bound and all copies and originals shall have the RFQ/P number and name, the Offeror's identity, volume number and volume title printed on the cover page.

Volumes shall be submitted in the following order:

1. **Volume I – Technical Proposal.** One (1) original (labeled/stamped Original) and eight (8) copies.
2. **Volume II – Contractual.** One (1) original of the completed, signed submittals as specified in Section 4.4 below and in Attachment A, "Proposal Checklist."

Proposers are asked to submit a complete copy of their proposal (Volumes I and II) in .pdf format on a compact disc or flash drive, which will be retained by KCATA.

3. The proposal package shall be delivered, in a sealed envelope, to:

Denise Adams, Senior Manager of Procurement
KCATA – Procurement Department
1350 East 17th Street
Kansas City, MO 64108

- G. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.

4.2 Technical Proposal Page Limit

The technical proposal page limit is 25 pages. If a Proposer submits a proposal exceeding this limit, KCATA may consider the pages up to the allowable number and discard all subsequent pages.

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)

One page is defined as one side of a single, 8-1/2 x 11” page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

4.3 Technical Proposal Content

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. Please refer to Section 4.6 for additional information regarding content.

To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

A. Letter of Transmittal

The letter should be addressed to Senior Manager of Procurement, John Hays, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

1. Name of lead firm and all proposed team members, including all sub-consultants
2. List of key personnel that will be associated with this project
3. Proposed working relationship among firms identified (i.e., Prime, Sub-consultant)
4. Acknowledgement of Receipt of Addenda (if any)
5. A statement that the Principal in Charge and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without the prior approval of KCATA.

6. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified

B. Title Page

Show the RFQ/P Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.

C. Table of Contents

Clearly identify the materials submitted by section and page number.

D. General Business Background

Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the 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 and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFQ/P. Proposers and sub-consultants shall provide financial status and credit worthiness statement. This may be a current Dunn and Bradstreet Rating or two most recent years of audited financial statements.

E. Project Manager and Key Personnel Experience and Qualifications

This section should demonstrate the Proposer's experience, skills and qualifications and professional certifications of the Principal-In-Charge and other key personnel identified to work on the major components and tasks of the Project.

Describe in detail direct experience in final development, engineering, design and preparation of construction documents for transit projects of similar size and complexity. Describe direct experience implementing government-funded and regulated projects with multiple stakeholders, meeting schedules, budgets and extensive federal reporting requirements. Detail any added services that the Proposer will provide that are not specifically requested in this RFQ/P.

Provide resumes (please limit to no more than two (2) pages per individual) for the proposed Principal-In-Charge, Project Manager, and all personnel considered vital to provide the deliverables specified. Include this information for each sub-consultant.

Identify primary office location for the Project Manager and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings and coordination efforts that may arise during the project.

F. Project Approach, Management and Organization

This section should describe how the work will be performed to fulfill the scope of the project and its requirements and demonstrate the intended approach to perform the tasks necessary to successfully complete the Project. Each of the tasks within the scope should be organized and presented independently, yet align with the overall requirements established by the Owner. Items to address and include: project management approach, quality control plan, start-up plan, work plan and project schedule. State management approach and techniques required for the implementation and control of the work.

Provide an organizational chart depicting how the project will be staffed in all functional areas. Indicate number of employees of each type. If applicable, state how project staff will be supported by regional or national staff and reporting relationships between project staff, other firms' management staff and subcontractors. A statement addressing availability and commitment of the Project Manager, Key Personnel and vital resources for the Project shall be provided.

G. Understanding of the Diversification of Prospect Avenue Corridor and Community

This section should demonstrate the understanding the Proposer and team have of the diverse communities and unique aspects related to designing the Prospect Avenue BRT MAX line and Development area that will enhance relationships with stakeholders, neighborhood constituents, municipal and governmental bodies and maximize the investment opportunities within the Corridor.

4.4 Volume II – Contractual

A. Financial Condition of the Firm. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.

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

C. Debarment

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."

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.

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

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.

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.

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

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.

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).

The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form. However, proposers that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.

2. Affirmative Action Compliance.

- a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
- b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past two (2) years must submit the following documents:
 - i. The enclosed Certificate of Affirmative Action Compliance (Attachment E). In lieu of this form, a current Certificate of Affirmative Action compliance from a local government agency may be submitted.
 - ii. A completed Workforce Analysis Report Form AA1, Part 2 (Attachment D-2). A current EEO-1 provided to another governmental agency may be substituted.
- c. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.5 Technical Proposal Evaluation Criteria

Proposals will be evaluated by a Selection Committee on the basis of the following criteria which are listed in descending order of importance:

- A. **Quality, Experience of Proposed Key Personnel (30 Points Possible)**. Proposers should assume that these items may be considered:
- Experience and qualifications of the lead person/project manager of the A/E team and other key personnel, who will be committed to the project for its duration, proposed in accordance with this RFQ/P.
 - Depth of knowledge and project related experience in dealing with transit A/E.
 - Relevant experience in preparing and successfully providing A/E services for transit projects as exhibited by recent projects and references.
- B. **An understanding of the diverse communities, aspects and opportunities associated with the proposed transit operations and improvements (25 Points Possible)**. Included in this evaluation are such matters as:
- Familiarity and understanding of the community, its geographic location, its neighborhood constituents, and how these interface with the proposed development and potential growth along the Prospect Avenue corridor. Evaluators will score, in addition to other information, how the Proposer intends to communicate and engage/obtain relevant information and feedback from concerned community groups and interested parties.
 - Understanding of the unique aspects and opportunities associated with transit operations and improvements along the Prospect Avenue transit corridor and the proposed team's ability to address and propose what KCATA can do to capitalize/maximize the investment opportunities generated by its construction of Bus Rapid Transit (BRT) service.
- C. **Project Approach, Organization and Management of the Proposed Work (15 Points Possible)**. KCATA evaluation committee will consider, among other things, these items:
- The approach to the Project Work aligns with KCATA's schedule, scope and overall requirements as stated in the RFQ/P.
 - The proposed team possesses successful, demonstrated experience in providing deliverables as required by this RFQ/P. The Proposal includes specific items that are easily interpreted and understood as aligning with a required well organized, best scheduled, and managed approach to the deliverables.
 - Ability and experience in implementing government funded and regulated projects, with multiple stakeholders, (e.g. KCATA, The City of Kansas City, Missouri, neighborhood interest groups and individuals) and the ability to communicate effectively with all.
- D. **Past Performance and Client References (15 Points Possible)**. KCATA anticipates that the Proposer will provide for the Prime Proposer and its team of sub-consultants references for its most recently completed A/E transit projects points of contact for purposes of checking references. The Proposer should include relevant projects that closely support its ability to provide services identified in this RFQ/P.

- E. **Proposal Merit (15 Points Possible)**. The Proposer is complaint with all requirements of the solicitation and quality, clarity and thoroughness of the Proposal is not in question. Proposer/Offeror has followed Proposal Format instructions and provided an easily followed, organized document for consideration.

4.6 Presentations/Interviews/Written Responses

Highly-qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. 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.

4.7 Cost/Price Proposal

The firm ranked highest by the evaluation committee based on the technical proposal will be asked to submit a Cost/Price Proposal. Proposer will include Attachment G, “Schedule of Participation” and the list of hourly rates for each team member participating on the project (Prime and Subs). *Only the Consultant who is selected for contract negotiation for purposes of awarding a contract will be required to submit a Cost Proposal.*

4.8 Consultant Selection

Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA’s Board of Commissioners for final authorization.

If KCATA fails to reach an agreement with the top-ranked team, the KCATA will enter into negotiations with the subsequent firms/teams.

ATTACHMENT A

PROPOSAL SUBMITTAL CHECKLIST DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of **Volume II: Contractual**. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time.

The electronic copy of these forms can be obtained by going to:

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

- **Attachment D Vendor Registration (if not already registered with KCATA)**
- **Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subs)**
- **Attachment F Affidavit of Civil Rights Compliance**
- **Attachment H Letter of Intent to Subcontract with DBE Firm (if applicable)**
- **Attachment I Contractor Utilization – Request for Waiver**
- **Attachment J.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- **Attachment J.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable**
- **Attachment K.1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
- **Attachment K.2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, if applicable**
- **Attachment L.1 Certification of Primary Participants Regarding Restrictions on Lobbying**
- **Attachment L.2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable**
- **Financial Statements for Past Two (2) Years**

**ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS**

THIS CONTRACT, made and entered into as of the ____ day of _____ 201__, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor/Consultant**), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Qualifications (RFQ) solicited by the KCATA, dated November 2, 2016, entitled “Architectural & Engineering Design Services for Prospect Bus rapid Transit (BRT) – Final Design” (sometimes referred to as the “project”, the “Project” or the “work”). The Contractor hereby agrees to provide A/E Services as written in the Scope of Work for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

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

4. CONTRACT SUM.

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

5. MISCELLANEOUS PROVISIONS.

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

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

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

CONTRACTOR

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)**

By _____

Name _____

Title _____

By _____

Steven C. Klika
Chairman, Board of Commissioners

By _____

Dennis Bixby,
Secretary, Board of Commissioners

ATTACHMENT B (CONTINUED)
CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. 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.

3. ARCHITECT-ENGINEER RIGHTS AND RESPONSIBILITIES

A. Professional Responsibility

1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Contractor in the performance of Services under this Contract and Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services to the extent said errors and deficiencies are solely attributable to Contractor. Consultant shall exercise the same degree of care, skill and diligence in the performance of its Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
2. Neither KCATA's review, approval or acceptance of, nor payment for, Services required under this Contract on behalf of KCATA, shall to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to KCATA in accordance with applicable law for damages to KCATA to the extent caused by the Contractor's negligent performance of any of the Services furnished under this Contract.
3. The rights and remedies of KCATA provided for under this Contract are in addition to any other rights and remedies provided by law and equity generally.
4. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Design Within Funding Limitations

1. The Contractor shall accomplish any design services required under this Contract so as to permit the award of a contract for the construction of any applicable facilities designed at a price that does not exceed the estimated construction price set forth in paragraph 3 below. When proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the Contractor shall not be required to perform such additional services at no cost to KCATA if the unfavorable proposal is the result of conditions beyond its reasonable control.

2. The Contractor will promptly advise KCATA's project manager if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, KCATA will review the Contractor's revised estimate of construction cost. KCATA may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph 3 below, or KCATA may adjust such estimated construction contract price. When proposals are not solicited or are unreasonably delayed, KCATA shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of proposals to determine compliance with the funding limitation.

C. Distribution of Drawings and Documents

Both parties to this Contract understand that KCATA may distribute drawings, specifications or other documents to Federal agencies or other transit agencies. Both parties to this Contract understand and agree that any element of design or specifications taken out of the design concept for which it was originally intended by anyone other than the Contractor will relieve the Contractor of any liability for the altered design.

4. 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.

5. 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 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.

6. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of Contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7. CHANGES

KCATA may at any time, by a written order, and without notice to the sureties, 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 Contractors' 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 the Contract as changed.

8. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (22) dated October 1, 2015), 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.

9. 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, national origin, sex, age, 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. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note and as directed by Executive Order 13672, titled "Further Amendments to Executive Order 11478"). The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to 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. In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or KCATA may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.
- C. **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.
- D. **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.

- E. **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.
- F. Contractor understands that it is required to include this Article 10 in all subcontracts. 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 the Authority deems appropriate.

10. 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.

11. CONTINUITY OF SERVICES

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

12. 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.

13. CONTRACTOR’S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

14. 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.

15. 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.* A separate contract goal of fifteen percent (**15%**) 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.

16. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS 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.

17. 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 Financial Officer, with a copy to the Senior Manager of Procurement. The determination of such appeal by the Chief Financial 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.

18. 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),

19. 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.

20. 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.

21. GOVERNING LAW

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.

22. 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.

23. 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.

24. 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, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

25. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards and the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

26. 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 employees 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:**
 - a. State: Missouri and/or Kansas – Statutory
 - b. 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.

27. LAWS AND REGULATIONS

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work in this Contract, including those laws, codes, and regulations of the City of Kansas City, Missouri.

28. 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 the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

28. 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.

29. 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).

30. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE & STANDARDS

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and Contractor agrees to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" *66 Fed. Reg. 1455*, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

31. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's contact Denise Adams, Senior Manager of Procurement at (816) 346-0224 or via email at dadams@kcata.org.
- B. 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: Denise Adams, Senior Manager of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor:

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

- D. 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.

32. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled access to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.
- G. Each tangible product resulting from work performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

33. PATENTS AND RIGHTS IN DATA AND COPYRIGHTS

A. Rights in Data

- 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2. The following restrictions apply to all subject data first produced in the performance of the Contract:
 - a. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of KCATA, until such time as KCATA may have either released or approved the release of such data to the public.
 - b. In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for "Federal Government purposes":
 - (1) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- (2) Any rights of copyright purchased by KCATA or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. “For Federal Government Purposes” means use only for the direct purpose of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work, agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the KCATA or Contractor’s use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.
 - d. Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by KCATA or Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. Neither the KCATA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - e. Nothing contained in this clause on rights in data shall imply a license to the KCATA or to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to KCATA or to the Federal Government under any patent.
 - f. Data developed by the KCATA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.
- B. **Patent Rights.** If any invention, improvement, or discovery of the Contractors is conceived or first actually reduced to practice in the course of work under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify KCATA immediately and provide a detailed report, who in turn shall ultimately notify the FTA. Unless the Federal Government later makes a contrary determination in writing, the KCATA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401 and 35 U.S.C 2000 *et seq.*

34. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.

- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

35. 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.

36. 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, 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 ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

37. QUALIFICATION REQUIREMENTS

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

38. 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 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.

39. 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.
- 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.

40. 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.

41. 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.

42. SERVICE MANUAL AND WIRING SCHEMATIC

If specified, the Contractor will provide at least one (1) copy of a service manual and at least one (1) copy of wiring schematics for individual components and other schematics and drawings as may be applicable.

43. 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.

44. 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:

- Civil Rights
- Clean Air
- Clean Water
- Debarment and Suspension
- DBE Requirements
- Disclaimer of Federal Government Obligations or Liability
- Employee Eligibility Verification
- Employee Protections (Contract Work Hours and Safety Standards Act)
- Energy Conservation
- Federal Changes
- Fraud and False or Fraudulent Statements or Related Acts
- Incorporation of FTA Terms
- Lobbying Restrictions
- National Intelligent Transportation Systems Architecture & Standards
- Ownership, Identification, and Confidentiality of Work
- Patents and Rights in Data and Copyrights
- Privacy Act Requirements
- Prohibited Weapons and Materials
- Record Retention and Access
- Recovered Materials

- 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.
- 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.

45. 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.

46. 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 _____.

47. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
 - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, 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 in 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 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 the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of the 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.

48. 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.

49. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery or performance dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Senior Manager of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Senior Manager of Procurement to make a decision on any request for extension. The Senior Manager of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Senior Manager of Procurement shall notify the Contractor of its decision in writing.

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

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT C
KCATA'S TRAVEL POLICY FOR CONTRACTORS

General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than a maximum daily amount of \$160.00 plus tax unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$70 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of \$0.54 per mile (based on the IRS current established rate for 2016).

**ATTACHMENT D
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.

Service Disabled, Veteran Owned Business
 SBA 8(a) Certified Business
 HubZone Program Certified
 Other _____

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 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.

Signature		Date
Printed Name		Title

The following documents must be returned:

- Completed Vendor Registration Form
- KCATA Workforce Analysis/EEO-1 Report
- Affidavit of Civil Rights Compliance (*found on KCATA's website as Attachment B*)

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: proc@kcata.org

NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.

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.

**ATTACHMENT E-1
GUIDELINES FOR COMPLETING
KCATA WORKFORCE ANALYSIS/EEO-1 REPORT**

Contractor shall apply the following definitions to the categories in the attached Workforce Analysis/EEO-1 Report form. Contractors must submit the Workforce/Analysis form to be considered for contract award. The form is also required for all subcontractors.

A. 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.

B. 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.

KCATA WORK FORCE ANALYSIS/EEO-1 REPORT ATTACHMENT E-2 -- KCATA WORKFORCE ANALYSIS /EEO-1 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. This form is also required for subcontractors and major suppliers on a project.

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT F
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, national origin, sex, age, 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 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: _____

ATTACHMENT G
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.)

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

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.

- 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 I-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 I-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 J-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 J-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 K-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 K-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