

REQUEST FOR PROPOSALS (RFP) #17-7058-38
PAYROLL AND HRIS BUSINESS SOLUTIONS

Date: September 5, 2017

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September 5, 2017

Subject: RFP #17-7058-28: Payroll Business Solutions

The Kansas City Area Transportation Authority (KCATA) requires the services of a qualified firm to provide turnkey, electronically generated time keeping, payroll and benefit management services. The KCATA anticipates that these services will improve internal efficiency and allow staff time to focus on other critical business processes. The new modernized payroll system will be effective on April 1, 2018.

A pre-proposal conference will be held on September 11, 2017 at 9:00 a.m. in KCATA's Breen Building – Large Conference Room, 1200 East 18th Street, Kansas City, Missouri, 64108. Although not mandatory, attendance is encouraged.

Questions (technical, contractual, or administrative) must be directed in writing to via email to Denise Adams at dadams@kcata.org. Questions and requests for clarification will be received until 4:00 p.m. CDT on September 13, 2017. If required, KCATA's response to these submissions will be in the form of an Addendum by September 18, 2017.

Proposals must be received with all required submittals as stated in the RFP no later than 1:00 p.m. CDT on September 25, 2017 to

Kansas City Area Transportation Authority
Attn: Denise Adams, Senior Manager of Procurement
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108
(816) 346-0224 -- Telephone
(816) 346-0336 -- Facsimile
dadams@kcata.org -- Email

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 RFP closing.

Minority Owned Business Enterprises (MBEs), Woman Owned Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) are encouraged to submit proposals as Prime Contractors, Subcontractors, or through joint venture/partnership.

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of Contractor. Any such contact would be grounds for disqualification of the Proposer.

Denise Adams
Senior Manager of Procurement

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NO PROPOSAL REPLY FORM

PROPOSAL #17-7058-28

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
PAYROLL AND HRIS BUSINESS SOLUTION**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received a solicitation but do not wish to propose, please state the reason(s) below and return this form to Denise Adams, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108 or via fax (816) 346-0336 or via email to dadams@kcata.org.

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**

RFP Issued.....	September 5, 2017
Pre-Proposal Conference	September 11, 2017 9:00 a.m. KCATA's Breen Building – Large Conference Room 1200 East 18 th Street, Kansas City, MO 64108
Questions, Comments and Requests for Clarifications Due to KCATA	September 13, 2017 1:00 p.m. CDT
KCATA's Response to Questions, Comments and Requests for Clarification (if required).....	September 18, 2017
RFP Closing.....	September 25, 2017 1:00 p.m. CDT
Interviews (Tentative and if required)	October 3-4, 2017
Contract Award (Tentative).....	November 1, 2017

**SECTION 2
SCOPE OF WORK**

2.1 Introduction

- A. The Kansas City Area Transportation Authority (KCATA) is the regional transit authority for the Kansas City metropolitan area, operating bus, MAX bus rapid transit, and paratransit services throughout the region; providing approximately 15 million passenger trips annually; managing transit services in Johnson County, Kansas and in the City of Independence and coordinating transit activities throughout the region. Interest in expanding and improving transit and transit oriented development (TOD) in the Kansas City area is growing - evidenced by the strong support for the new downtown streetcar and the planned MAX bus rapid transit (BRT) line on Prospect Ave.
- B. KCATA employees approximately 800 employees in the Kansas City metropolitan area. The Human Resources department is located at its Central Facility in Kansas City, Missouri.
- C. KCATA's Payroll. KCATA employs salaried and union personnel, with payrolls on alternating bi-weekly schedules. There is a goal of condensing payroll cycles prior to project start. Payroll is currently processed as follows.
 - 23,000 paychecks annually – all direct deposit with paper paystubs checks
 - Approximately 1,000 – 1,100 employees are issued W-2's annually. This includes approximately 1,700 forms issued across two states: Kansas and Missouri
 - Currently there are approximately 350 internal and union pay codes being utilized during payroll processing. An additional 150 other pay codes are not being utilized.

Payroll Process	Number of Employees	Cycle Frequency
Union Drivers	470	Bi-weekly (26 pay periods)
Union Maintenance	145	Bi-weekly (26 pay periods)
Union Other	30	Bi-weekly (26 pay periods)
Salaried / Non-Union	150	Bi-weekly (26 pay periods)
Commissioners	10	Monthly
Retirees	240	Monthly

- D. Payroll at KCATA is currently a cross-functional activity spanning these departments and supporting systems:

	System	Expected Integration
HRIS: Human Resources	Beacon Insight, EMB, Lawson/Infor	Lawson/Infor will be discontinued by 3/31/2018 – replaced with new payroll system.
Timekeeping: Operations (drivers and maintenance)	Hastus, Spear, and Timeclocks	Will require input feeds and/or assume timekeeping.
Timekeeping: Administration	Kronos	Will transfer to new payroll timekeeping option.
Benefits Administration: Human Resources	Manual spreadsheets	Will transfer to new payroll benefits capture option.
Payroll Processing: Finance	Lawson/Infor, Standard Register	Will transfer to new payroll system option; Will require customized journal entry feed for accounting.

2.2 Scope of Services

- A. The KCATA is seeking proposals from qualified firms to provide turnkey, electronically generated time keeping, payroll and benefit management services. The KCATA anticipates that these services will improve internal efficiency and allow staff time to focus on other critical business processes. The new modernized payroll system will be effective on April 1, 2018.
- B. The goal is to reduce costs, gain operational system transparency and efficiencies, gain employee information visibility. This will be done through automation, modernization, standardization, and elimination of duplicative and manual processes.
- C. The Proposal shall cover:
 1. A detailed cost analysis – including recommended ongoing and one-time services and costs.
 2. A detailed onboarding timeline.
 3. Digitization of time entry in a transportation environment.
 4. Digitization of heavy Union pay code usage.
 5. Digitization of hourly pay across multiple states.
 6. A detail of automated back office services; including system integration or recommended system usage.
 7. A detail of provided back office services.
 8. Digitization of employee paycheck delivery.
 - a. Digitization of information provided to assure elimination of current paper paystubs.
 - b. Digitization of payroll entry in both office and non-office environment.
 9. A detail and recommendation for historical archiving.

- D. Finalized project approach for the new payroll system should include project kickoff, planning, development, testing, implementation, training and support of an in-house time keeping and new payroll and benefits management system. The selected vendor will be responsible for reviewing current internal processes; create a project plan for implementation, testing and training; provide regularly scheduled status reports and provide all system related documentation. Vendors should submit qualifications that demonstrate their ability to support this approach throughout all phases: Project Initiation, Planning, Development, Testing, Implementation, Training and Handoff.
- E. The solution should provide the following payroll and benefits related functions: Electronic Time Collection, Payroll and Tax Processing, Benefits and Human Resources Management, Employee Self Service, Reporting, Ongoing Training.
1. **Electronic Time Collection.** Timekeeping collection should include the following functionality:
 - Time clock solution for time collection at multiple locations.
 - Web based time capture system utilizing secure network time stamp from desktop and mobile devices (PC, iPhone, iPad, etc.).
 - Ability to capture multiple time clock entries per day (in and out punches).
 - Ability to display time and attendance hourly, daily, weekly, bi-weekly, monthly and annually.
 - Ability to utilize assigned project codes. Project codes should have assigned dates where the project code is valid to be charged against. Start and stop dates could be mid-pay period. Configuration that only allows time charged to project codes that have been administratively assigned to employee.
 - Reporting of labor charges by employee and project code viewable online.
 - Employee hours must total 40 hours per week for overtime calculation.
 - Provide management overtime approval process for hours in excess of 40 worked hours per week.
 - Tiered approval of time sheets. Tiered approval of time sheets managed administratively when employee is added or transferred.
 - Ability for department directors to administratively approve time entries for all staff below them organized by departmental groups.
 - Automated rule reminders to employees of pending due dates and missed time entry data.
 - Automated rule notifications to supervisors of pending due dates and time sheet approval deadlines.
 - Ability to manage multiple employee categories (permanent, temporary, part-time, fulltime, seasonal, etc.).
 - Ability to manage employee work in multiple states.
 - Ability to manage time reporting categories (regular, overtime, shift differential, call back, wellness credit, standby, etc.).
 - Ability to manage paid leave categories (paid time off (PTO), major illness leave (MIL), holiday, floating holiday, jury duty, etc.).
 - Ability to track and manage unpaid leave categories (FMLA, leave, etc.).
 - Ability to manage Holiday and Floating Holiday application including the addition of adhoc holiday postings.
 - Ability to manage, track and report multiple accruals.
 - Complete leave request with multi-level approval process.
 - Ability to create, change and view employee schedules.

2. **Payroll and Tax Processing** should include the following functionality:

- Bi-weekly payroll processing that includes a schedule with critical due dates for on time payroll processing (i.e., timekeeping upload deadlines, check delivery, direct deposit access). Employees are currently paid on Thursday bi-weekly delivery schedule.
- Process and maintain multiple pay codes and shift differentials, and calculate overtime based on 5 CFR Part 551, Pay Administration under the Fair Labor Standards Act (FLSA).
- Manage employee deductions (i.e., health insurance, dental insurance, voluntary life insurance, retirement, deferred compensation (457), expense reimbursements, garnishments, etc.).
- Direct deposits posted to bank accounts by pay date.
- Payroll checks securely processed with electronic signatures and delivered on pay date to location(s) as designated.
- Employee notification for pay stubs and direct deposit information.
- Complete all approved banking uploads.
- Prepare payroll journal and required files for integration with Lawson / Infor.
- Procedures for processing manual and off-cycle pay checks.
- Procedure for managing payroll arrears.
- Remit all payroll taxes/deductions to required agencies.
- Procedure for processing final year end payroll at fiscal year-end.
- Functionality to manage and report employee salaries and pay grades.
- Functionality to manage and report employee status changes (i.e., new hire, transfer, termination, reclassification, etc.).
- Prepare and submit all federal and state agency reports and forms.
- Provide W-2 forms for all employees by second week of January.
- Procedure for emergency payroll processing.

3. **Benefits Administration** should include the following functionality:

- Ability to track benefit eligibility.
- Ability to administer employee benefits and open enrollment process.
- Provide online benefit enrollment (open enrollment, new hire and qualifying events).
- Ability to track Cobra benefits (including notification) and coordinate billing options.
- Provide FMLA administration and reporting.
- Ability to notify required vendors of new hires, terminations, reclassifications, etc.
- Tracking of garnishment payments.
- Workers' compensation reporting.

4. **Human Resources Administration** should include the following functionality:

- Provide compliance reporting (workers comp, workplace accidents, etc.).
- Ability to track employee salary and compensation changes over time.
- Ability to run reports for budget, compensation, and market rate studies.
- Provide salary and benefits reporting and total cost analysis.
- Ability to manage mandatory correspondence (Medicare, HIPPA, etc.).
- Payroll/new hire reporting.
- Attendance Tracking: Ability to do customized absence reporting to track frequency and type of absences within specific time parameters per Union contracts. Includes ability

to benchmark notification triggers, and automatically produce notification letters listing absence dates.

Should consider the following functionality:

- Provide I-9 tracking and reporting.
- Provide background check administration.
- Provide EEO tracking and reporting.
- Ability to track safety and worker's compensation information.
- Ability to track applicants via online hiring.
- Employee screening.

5. **Leave Request** should include the following functionality:

- Employee access to submit online leave requests based on available leave balances.
- Multi-level approval process by designated approval groups.
- Automatic posting of approved leave to time and attendance solution.
- Ability to accurately manage employee hours for reporting, administration, and tracking.
- Ability to perform necessary compliance, reporting, and tracking requirements.

6. **Employee Self-Service Employee** should have the following functionality:

- Ability to log into one self-service portal for time keeping, payroll and benefits management.
- Access to manage and view leave balances and submit leave requests.
- Access to view, download and print prior period pay stubs.
- Access to view, download and print W-2's.
- Ability to view and change current deductions within approved time periods.
- Ability to view and change pay distributions. Changes to deductions and pay distributions must be approved before becoming effective.
- Access to select benefit elections during open enrollment time period.
- Ability to submit benefit changes based on qualifying events.
- Ability to view and update contact and emergency information.
- Automated update available to identified external systems with employee contact changes.
- Ability to submit W-4 changes.
- Integration with HR and Payroll processing and software.

7. **Reporting** should have the following functionality:

- Predefined and ad hoc / customizable reporting options
- Ability to export reports into Excel

8. **Ongoing training** should have the following functionality:
 - Provide ongoing webinar training offerings for new hires and refresher training for existing users (end users, supervisors and administrators).

9. **Technical Requirements and Security:** The following technical requirements should be considered:
 - Process to protect against unauthorized access to any preprinted check stock.
 - Security measures to protect against unauthorized access to electronic signatures, PIN's, intrusion, access, data corruption, against issuance of unauthorized payments, bank credits, etc.
 - Security measures in place to ensure payroll information is secure within the vendor's system. Describe if cloud based services are available or if physical services are required.
 - Provide single sign on authentication.

**SECTION 3
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing as listed in the Proposal Calendar in Section 1. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams, Senior Manager of Procurement, at dadams@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

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

3.3 Proposer’s Responsibilities

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

Any 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

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
- B. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA’s Senior Manager of Procurement, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA’s Senior Manager of Procurement, no later than five (5) days after the bid closing date.
- D. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA’s Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- E. KCATA’s 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 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.

- F. The 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 Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.
- G. By written notice to all parties, 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.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.9 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
 - marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
 - 1. 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
 - 2. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.10 Disadvantaged Business Enterprise (DBE) Requirements

- A. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **There is no DBE goal established for this project.** Certified DBE firms are encouraged to submit proposals for any or all of the general service categories, or any sub-area(s). 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.

- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.
- D. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

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

1. 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.
2. 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
3. Subcontractor participation with a lower tier DBE subcontractor; and
4. 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.

NO CREDIT, however, will be given for the following:

1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
2. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) volumes.
- B. The originals of volumes 1 and 2 shall be unbound. All copies of volumes 1, 2 and 3 shall be separately bound and all copies and originals shall have the RFP number and name, the offeror's identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 - a. Volume I – Cost/Price Proposal: One (1) original and one (1) copy
 - b. Volume II – Technical Proposal: One (1) original and three (3) copies
 - c. Volume III – Contractual: One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents (if utilized), Receipt of Addenda form (if issued) and the documents listed in Section 4.4 below.
- D. Proposers are asked to provide a complete set (Volumes I, II and III) of their proposal documents in .PDF format on a flash/jump drive. This should be included with Volume III submittals.

4.2 Volume I - Cost/Price Proposal

- A. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- B. Detailed and summary cost proposal forms are attached as Attachment D. Proposers shall submit all costs associated with implementation, training and ongoing services as described in the Scope of Services. Costs shall be clearly itemized by necessary annual and one-time costs. Include software, hardware, training, data transfer, customization, consulting, and all attendant costs. Proposer shall also provide any other direct costs associated with this project.
- C. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C).
- D. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- E. Firms may propose pricing for additional services that are outside this Scope of Services. This pricing must be separate and identified as such, with a detailed description of the services proposed.

4.3 Technical Proposal Page Limit

- A. The technical proposal page limit is 30 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.

B. The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional lists of references
- Résumé/background information (please restrict to a maximum of three (3) pages per individual)

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

4.4 Volume II - Technical Proposal

A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that “standard procedures will be employed” are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

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

1. Title Page

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

2. Letter of Transmittal

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

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
- c. Name, title, address, telephone number and email address of the contact person for the project.
- d. Briefly state the firm’s understanding of the services to be performed and make a positive commitment to provide the services as specified.

3. Experience and Qualifications of Firm and Key Personnel

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current

ownership/management.

- b. This section should demonstrate the Proposer's experience, skills and qualifications of the key personnel in the area of payroll business solutions as requested in this RFP. Provide examples of payroll business solutions that the Proposer has provided and implemented for clients that:
 - (1) Saved money;
 - (2) Increased efficiencies;
 - (3) Included union payroll and/or extensive payroll code requirements;
 - (4) Transformed legacy payroll systems; and
 - (5) Successfully drove change to automate, standardized and modernize payroll.
- c. Provide resumes and references for the key personnel and discuss the unique qualifications these individuals bring to the project. Indicate whether each has worked for entities similar to KCATA and what is requested in the RFP.
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide five (5) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors' past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP, and include any public sector clients. The following information shall be included for each contract:
 - (1) Name and address of contracting entity, state or local governments agency or commercial customer;
 - (2) Contract type;
 - (3) Contract value;
 - (4) Brief description of services required under the contract, including performance location(s) and performance period;
 - (5) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.
- e. Provide an organizational chart showing how the account will be staffed in all functional areas. Indicate how the local staff will be supported by other regional or national staff and the reporting relationships between local staff and other firm management staff, if applicable.

4. Exceptions, and Omissions

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP. Proposers should also review the sample terms and conditions (Attachment A), and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposers submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not.

The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

5. Subcontractor Utilization Plan.

a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Services to be performed on this project
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

b. Include the following signed and dated certification statement:

“I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.”

4.5 Volume III – Contractual

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm’s most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.

C. Debarment

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

D. Lobbying

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract (see Attachment J).
2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

E. Employee Eligibility Verification

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

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment E) unless already registered with KCATA. 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.
 - (1) A notarized Affidavit of Civil Rights Compliance form (Attachment F).
 - (2) A completed Workforce Analysis Report Form AA1, Part 2 (Attachment G-2). A current EEO-1 may be substituted for Attachment F-2.
 - b. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Senior Manager of Procurement at (816) 346-0224.
- G. Letter of Intent to Subcontract. This document (Attachment K) must be executed between the Prime and any certified DBE subcontractor.

4.6 Basis for Contract Award

- A. This is a "best value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent service than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.7 Technical Proposal Evaluation Criteria

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

A. Quality of Staff Proposed for this Project – 45 Points Total

Included in this evaluation are such matters as:

1. Experience and qualifications of the key personnel proposed in accordance with this RFP.

2. Depth of knowledge and experience of firm and personnel in areas of implementing and maintaining payroll business solutions as required by the KCATA.
3. Success and experience in providing similar services to public sector clients with complex payroll structures and funding systems.
4. Overall size of professional and support staff; office location in relation to KCATA's headquarters; and other resources available (regional and/or national).
5. History of the firm, including growth and client retention.
6. The quality and value of any previous services work performed by proposer for the KCATA.

B. Project Approach and Completion Schedule – 45 Points Total

Includes project management plan, firm capacity and staffing levels needed to successfully perform the required services. Also includes clarity, quality and thoroughness of the proposal content in addressing the Scope of Services.

C. Cost/Price Proposal – 10 Points Total

4.8 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.

4.9 Consultant Selection

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team(s) for this procurement and contract negotiations will begin immediately with the selected firms.
- B. If negotiations are successful, the Evaluation Committee will recommend award to the best-qualified firm(s)/team(s).
- C. Authorization for the Contractor to begin work on the project will be issued by the Procurement department upon contract execution. Any work provided by Contractor at the request of the Human Resources department prior to official notice is at Contractor's risk and may not be considered eligible for reimbursement.

**ATTACHMENT A.
CONTRACT TERMS AND CONDITIONS**

1. AGREEMENT IN ENTIRETY

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

2. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

3. BANKRUPTCY

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

4. BREACH OF CONTRACT; REMEDIES

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

5. CHANGES

KCATA 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.

6. 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 23 dated October 1, 2016), 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.

7. CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, 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. § 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. Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3. Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D.** 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.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing

work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTRACTOR'S PERSONNEL

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

10. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail 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.

11. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. KCATA's overall goal for DBE participation is 8.5 percent. **There is no DBE goal established for this project.** However, Minority Business Enterprises (MBEs), Woman Owned Business Enterprises (WBEs), Small Business Enterprises (SBEs) and DBEs are encouraged to submit proposals as a Prime Contractor, Subcontractor, or through a joint venture/partnership.
- B. The Contractor shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age 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.

13. 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.

14. DISPUTE RESOLUTION

A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief 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.

15. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

16. ENVIRONMENTAL REGULATIONS

- A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

17. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its

actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. 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.

19. HEADINGS

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

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

21. INDEPENDENT CONTRACTOR

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

23. 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 certificates of proof of the required insurance and relevant additional insured endorsements of insurance prior to execution of the Contract, and thereafter furnish copies of the insurance certificates and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

- | | |
|--------------------------|--|
| 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.

24. 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.

25. LIABILITY AND INDEMNIFICATION

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any 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, directors 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.

26. 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).

27. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Denise Adams, KCATA's 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.

28. 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.

29. RIGHTS IN DATA

- A. 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.

- B. The following restrictions apply to all subject data first produced in the performance of the Contract:
1. 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.
 2. 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":
 - a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b) Any rights of copyright purchased by KCATA or Contractor using Federal assistance in whole or in part provided by FTA.
 3. "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.
 4. 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.
 5. 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.
 6. 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.

30. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. 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.

31. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising 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.

32. 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.

33. 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.

34. 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 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.

35. 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.

36. 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.

37. 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.

38. 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
- Energy Conservation
- Federal Changes
- Fraud and False or Fraudulent Statements or Related Acts
- Incorporation of FTA Terms
- Lobbying Restrictions
- 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

- D. 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.

39. 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.

40. 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.

41. 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.

42: GENERAL PROVISIONS

- A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- E. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- F. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- G. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- H. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- I. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- J. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

**ATTACHMENT B
PROPOSAL SUBMITTAL CHECKLIST FORM**

Listed below are documents that are required to be submitted in response to this Request for Proposals (RFP).

- Volume I – Cost/Price Proposal
 - ✓ Cost Proposal Form (Attachment D). One (1) unbound original and one (1) copy.

- Volume II – Technical Proposal. One (1) unbound original and three (3) copies.

- Volume III -- Contractual
 - ✓ Vendor Registration Form (Attachment E); (unless already on file with KCATA). *Include this form for each Subcontractor.*
 - ✓ Affidavit of Civil Rights Compliance (Attachment F). *Include this form for each Subcontractor.*
 - ✓ Work Force Analysis Report Form (Attachment G-2; unless already on file with KCATA). *Include this Report for each Subcontractor.*
 - ✓ Affidavit of Primary Participants Regarding Employee Eligibility Verification. (Primary and Lower-Tier) Form (Attachment H). *Include Attachment F-2 if using Subcontractors.*
 - ✓ Certification of Debarment (Primary and Lower-Tier) Form (Attachment I). *Include Attachment G-2 if using Subcontractors.*
 - ✓ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment J). *Include Attachment H-2 if using Subcontractors.*
 - ✓ Letter of Intent to Subcontract (Attachment K). *Include if using DBE subcontractors.*
 - ✓ Certification of Receipt of Addenda Form (*If issued*)
 - ✓ Audited Financial Statements for Past Two Years
 - ✓ .PDF copy of complete set of proposal documents (Volumes I through III) on flash/jump drive.

The electronic copy of Attachments E through F can be obtained by going to:

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

ATTACHMENT C
KCATA TRAVEL POLICY FOR CONTRACTORS

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. All travel on KCATA's behalf must be pre-approved, in writing. 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.

Itemized 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 \$0.535 per mile (based on the IRS current established rate for 2017).

ATTACHMENT D: COST PROPOSAL FORM – RFP #17-7058-38

Include all charges that will be assessed with detailed explanation. Use additional page if necessary.

DESCRIPTION	1 ST YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR (OPT. YR #1)	5 TH YEAR (OPT. YR. #2)
One-time start-up/set-up costs.	\$	\$	\$	\$	\$
One-time conversion costs.	\$	\$	\$	\$	\$
Professional services and customization charges.	\$	\$	\$	\$	\$
Historical data conversion and access.	\$	\$	\$	\$	\$
Integration and building communication links with related legacy systems (if needed).	\$	\$	\$	\$	\$
Detailed annual costs for Payroll.	\$	\$	\$	\$	\$
Detailed annual costs for HRIS. Subset separate pricing: Recruitment, HR & benefits, ACA, Performance management, Connections to carriers (insurance), Time keeping (may include web-based timesheets, mobile apps, touch-screen timeclocks, badge swiping and biometric technology), Attendance, Leave, schedule and other related or similar functions.	\$	\$	\$	\$	\$
Other (Provide detail):	\$	\$	\$	\$	\$
TOTAL PRICING	\$	\$	\$	\$	\$

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the Request for Proposals.

Company Name (Type/Print) _____ Authorized Signature _____ Date _____

Printed Name _____ Title _____ Telephone # _____ Email _____

**ATTACHMENT E
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 Procurement Department 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

**Return completed Vendor Registration Packet to Kansas City Area Transportation Authority,
 Procurement Department, 1350 East 17th Street, Kansas City, MO 64108
 Fax: (816) 346-0336 or email: dadams@kcata.org**

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 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-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 G-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 H-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 H-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 I-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this 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 I-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) _____, certifies, by submission of this 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 J-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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT J-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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT K

KANSAS CITY AREA TRANSPORTATION AUTHORITY
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