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

REQUEST FOR PROPOSALS

Proposal No. 17-7062-30

Regional Paratransit Eligibility Processing

Date: September 25, 2017

Contact: Tamika McDonald
Senior Buyer

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: tmcdonald@kcata.org

INTRODUCTION

Overview

The Kansas City Area Transportation Authority (KCATA) is requesting proposals of a qualified contractor to provide regional application and certification processing services for:

- ADA complementary paratransit services
- Non-ADA elderly and disabled paratransit services
- May include a portion of the fixed route reduced fare program

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

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Offerors shall read and understand the requirements of this RFP.

The term of this agreement shall be for a period of three (3) years from date of contract award. The KCATA shall have the option to renew the contract annually for up to two (2), one (1) year periods.

It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. KCATA’s current goal proposes that 8.5% of all DOT funds expended in DOT0-assisted contracts will be let to certified DBE firms that are available, willing and able. **However, a separate DBE goal has not been set for this project.**

Proposal Questions/Comments:

Questions, comments or requests for clarification are due from offerors **by 2:00 P.M. CDT October 2, 2017** and must be submitted in writing to Tamika McDonald, Senior Buyer, at tmcdonald@kcata.org. If required, KCATA’s response to these submissions will be in the form of an Addendum to be issued by close of business October 5, 2017.

Proposal Closing and Submission:

Proposals must be submitted **no later than 2:00 P.M. CDT October 12, 2017**. Please reference **RFP #17-7062-30** on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Kansas City Area Transportation Authority
Attn: Tamika McDonald, Procurement
1350 East 17th Street
Kansas City, Missouri 64108

If delivering in person, proposals must be delivered to KCATA’s Shipping and Receiving Department.

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

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 the KCATA's Board of Commissioners or any employee of KCATA during the period beginning on the date of proposal issue and ending on the date of the selection of the Contractor. Any such contact would be grounds for disqualification of the proposer. Contact with KCATA Procurement Department staff during such time period must be limited to site visits, technical questions, and discussions leading to Best and Final Offers (BAFOs).

Denise Adams
Senior Manager of Procurement

PROPOSAL ORGANIZATION

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- Attachment E.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification
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- Attachment H Cost Proposal Form

NO PROPOSAL REPLY FORM

**PROPOSAL # 17-7062-30
Regional Paratransit Eligibility Processing**

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to propose, to complete and return this form. Forms may be sent electronically or via fax at (816) 346-0336.

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

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

___ 1. We do not wish to participate in the proposal process.

___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

___ 3. We do not feel we can be competitive.

___ 4. We do not provide the services on which Proposals are requested.

___ 5. Other:

___ We wish to remain on the Proposer's list for these services.

___ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

SECTION 1 - PROPOSAL CALENDAR

Proposal Advertised and Issued	September 25, 2017
Deadline for Proposer Questions, Comments, & Requests for Clarification	October 2, 2017 2:00 P.M.
KCATA's Response to Questions/Requests for Clarifications	October 5, 2017
Proposal Closing	October 12, 2017 2:00 P.M.
Interviews/Demonstration (Tentative, and if Required))	October 19-20, 2017
Notice of Contract Award (Anticipated)	November 2017

SECTION 2 - SCOPE OF WORK

1. Regional Transit Systems

- A. Paratransit service in the Kansas City region is provided by several different bus service operators under the brand name RideKC Freedom. The RideKC Freedom service area includes the following counties: Jackson County, MO; Clay County, MO; Cass County, MO; Platte County, MO; Johnson County, KS; and Wyandotte County, KS.
- B. The KCATA is in the process of developing uniform policies and procedures for paratransit programs offered by the Kansas City Area Transportation Authority (KCATA); City of Independence, Missouri; Johnson County, Kansas; Leavenworth County, Kansas; and Unified Government/Wyandotte County, Kansas. Since 2014 a regional processing of paratransit applications, both ADA and non-ADA, has been in place.
- C. The KCATA is seeking qualified vendors to provide regional application and certification processing services for:
 - ADA complementary paratransit services
 - Non-ADA elderly and disabled paratransit services
 - May include a portion of the fixed route reduced fare program

This contract is for ADA Paratransit Eligibility services only and does not include Travel Training.

2. Term and Renewal Option(s)

The term of this agreement shall be for a period of three (3) years from date of contract award. The KCATA shall have the option to renew the contract annually for up to two (2), one (1) year periods. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term”.

3. General Information

- A. This contract is for ADA Paratransit Eligibility services only and does not include Travel Training Services.
- B. All proposals will be evaluated for their regional approach to providing eligibility services.
- C. It is the desire of the KCATA to receive pricing for paper, on-line and in-person assessments. Applications may be submitted online and the process completed in person. It is anticipated that 70% of eligibility determinations will require an in-person assessment. All in-person assessments must include both a functional and cognitive assessment. Proposals should be priced accordingly.
- D. The current appeal process can be viewed on our website www.ridekc.org.
- E. The selected bidder will be required to attend regional meetings with KCATA staff including the KCATA Board of Commissioners meeting (held each month), Regional Transit Coordinating Council, and the Mobility Management Committee (held in alternate months).
- F. This contract will be in a “not-to exceed” amount based on estimated quantities provided in the cost proposal. In the event the quantities exceed the estimates KCATA will amend the contract.

4. Regional Historical Data

Application Type	2014	2015	2016
ADA Paratransit: New Applications	1706	1105	1248
ADA Paratransit: Re-certifications	448	772	1173
Non-ADA Paratransit: New Applications	194	122	175
Non- ADA Paratransit: Re-certifications	37	54	74

There is no historical data available for the Fixed Route Reduced Fare Program

5. Estimated Quantities

Proposers are asked to propose fully-loaded rates to perform the work based on estimated quantities specified on the Cost Proposal Form (Attachment H). The quantities are estimates only and actual numbers may change. There is no guarantee for the amount of assessments needed on an annual basis.

6. Role of Contractor

A. KCATA seeks a contractor with at least three years of experience certifying clients for paratransit and reduced fare route programs. Specifically, the contractor will be performing the following tasks:

1. Non-ADA Paratransit and Reduced Fare Application Processing

- a. Follow or suggest revisions to the overall regional process/procedures for non ADA paratransit and fixed route reduced fare applications in compliance with Federal Transit Administration (FTA) guidelines and KCATA staff. This process will include an on-line component.
- b. Determine and communicate eligibility of applicants for non-ADA paratransit and fixed route reduced fare applications. Mail notification of Certification letters. The Contractor shall include the cost of postage per notification package in the total cost provided.
- c. KCATA will supply identification cards for use by program participants. The selected contractor will print applicant photo and identification numbers on user identification cards and mail to approved applicants as a component of the eligibility process. The selected contractor will also fulfill replacement and lost card requests by program participants.
- d. Reproduce a sufficient number of copies of the regional application form, and any other necessary client information, and assume responsibility and costs for distribution.
- e. Ensure all application materials are available in alternative formats, as required by the ADA – including large print and audio by request.
- f. Assist clients and advocates with certification applications as needed.
- g. Monitor applications for completion.

2. ADA Paratransit Eligibility Assessments

- a. Follow or suggest revisions to the overall certification procedures which conform to all Department of Justice (DOJ), Federal Transit Administration (FTA), and Americans with Disabilities Act (ADA) guidelines and requirements. Establish certification criteria, which will accept qualified applicants,

- under ADA guidelines, while denying certification to those who do not meet these criteria. The desired certification process shall determine eligibility at the following levels: Unconditional, Conditional, Temporary, Visitor, or Ineligible. KCATA will require explanations for any month with an unusually low or zero (0%) percent denial rate.
- b. Assist in development of an application form and process for the establishment of a regional eligibility process for ADA and non-ADA paratransit. This process shall include the use of Functional Assessments and Functional Assessment of Cognitive Skills (FACTS) assessment as a component of the eligibility process. The proposed process shall include an on-line option for submitting applications and photo identification for all approved program participants. Contractor shall mail out paper applications to applicants who request them. If necessary, duplicates will also be mailed as needed. The Contractor is responsible for the cost of postage.
 - c. The selected contractor will be expected to moderate regional public meetings pertaining to the eligibility process.
 - d. Reproduce a sufficient number of copies of the regional application form, and any other necessary client information, and assume responsibility and costs for distribution.
 - e. KCATA will supply identification cards for use by program participants. The selected contractor will print applicant photo and identification numbers on user identification cards and mail to approved applicants as a component of the eligibility process. The selected contractor will also fulfill replacement and lost card requests by program participants.
 - f. Ensure all application materials are available in alternative formats, as required by ADA.
 - g. Assist clients and advocates with certification applications as needed.
 - h. Monitor applications for completion. A history of phone communications must be tracked in the client's history and available for review online.
 - i. Ensure evaluations are completed within the FTA guideline of 21 calendar days upon receipt of a completed application. Communicate any applications not processed within 21 calendar days to KCATA Mobility and Information Manager. The selected contractor will supply monthly reports and/or provide an online reporting portal for KCATA access.
 - j. Establish procedures for the secure transfer of customer data to associated scheduling databases. The contractor shall enter customer information, at the appropriate level of eligibility, directly into the reservations and scheduling software.
 - k. Store all data electronically. Documents that are not submitted electronically must be scanned or imported into the online database, along with their original signatures, in accordance with the Electronic Signatures in National and Global Commerce Act (ESIGN), then shredded. This includes data for all clients previously certified by the KCATA.
 - l. Submit documented billings for services on a monthly basis. The Contractor must submit a monthly invoice to KCATA by the fifth (5th) day of each month. The invoice must be accompanied by all of the supporting monthly documents and reports.
 - m. Track certification expirations and mail renewal notices to expiring clients. It is the responsibility of the Contractor to mail, document, and store recertification letters no less than 60 days prior to the program participant's eligibility expiration date. The letter will instruct the applicant to either call the toll free number or go online to begin their recertification process. Once contracted by the recertifying applicant (or representative), a recertification application package will be mailed out. For applicants

that submit their original certification documents online, a supplemental recertification notification may be sent by email, but a paper copy must also be mailed. All eligibility determinations will be made in writing.

- n. Mail notification of Certification letter. The Contractor shall include the cost of postage per notification package on the total cost provided. The Contractor must design an application process that can be completed at the applicant's option of online or paper.
- o. Provide all documents required to process eligibility determination appeals and electronically store eligibility documents for the lifetime of the contract. All documents and data related to the eligibility process are the exclusive property of the KCATA. The selected contractor will store all documents and data related to this contract for the duration of the contract and will provide to KCATA, in the format requested, during or after termination of the contract.

7. Special Responsibilities

A. Certification Head Office

The Contractor is responsible for providing the administration of a central office to conduct the eligibility screening process. The office communications system should include a secure Internet-based eligibility system, and at a minimum, a sufficient number of telephone lines to handle the volume of telephone calls, a secure fax machine, a modem, and a TTD/TTY telephone line. The telephone lines must be staffed by operators bilingual in both English and Spanish, and the line must be accessible during normal business hours (weekdays from 8:00 A.M. to 4:45 P.M. local time). The Contractor must have a phone system provider that offers translation services (such as Language Line) to any customer who may need it. An email address must be provided for ease of communication. The contractor is responsible for all costs associated with the facility, including utilities, security, rent, maintenance, and insurance. The Contractor is responsible for the purchase of computers, software, and other associated costs. The certification Contractor is required to maintain records of the applicants and assessments provided.

B. Phone System

The Contractor will be required to maintain a toll-free telephone number, accessible throughout the United States, for ADA certification evaluation services. Telephone calls regarding KCATA must be segregated from other calls using a phone tree or other method to provide standalone data for KCATA ADA certification evaluation services. The Contractor is also required to have a secure fax number. Additionally, the Contractor is required to assist over the telephone any applicants who are unable to complete the paper application. Contractor must have a phone system that can track maximum hold times and abandoned calls by hour of the day. At no point should a customer receive a busy signal when calling the Contractor.

C. Customer Service Staff

KCATA expects that the call center staff will present a polished and professional image at all times. The Contractor shall staff based upon incoming phone traffic to ensure that ninety-five (95%) percent of phone calls are answered within three (3:00) minutes and ninety-nine (99%) percent are answered within five (5:00) minutes, and that abandoned calls are less than five (5%) percent. Both performance standards are to be measured on a daily basis.

D. Certification Staff

The Contractor shall employ a project manager, certifiers, and any other staff members deemed necessary to accomplish the required tasks. Staff qualifications should specifically include experienced healthcare professionals who have been properly trained to conduct paratransit evaluations and use the eligibility standards identified in the CFR 49 §37.123 and §37.125. Spanish interpreters must be provided upon request, at Contractor's expense.

E. **Certification Guide**

Contractor shall have a Certification Guide. The guide shall describe the steps that are required of the certifier from the time of receipt of the application. It shall include instructions for addressing ambiguous applications. The certification guide should include general information on the program and the limited nature of ADA eligibility.

F. **Record Keeping**

All reports will be coordinated with the operators and maintained in an electronic format that is compatible with that of KCATA:

1. **Certification Notification.** The Contractor must notify the client of the finding of its certification review. The Contractor must make arrangements with KCATA for the daily update of files for notification of additions, deletions, and any other change of client status. Contractor should have the ability to either send out this information via email, or have it downloaded directly from their website.
2. **Certification Reports.** All certifications will be documented in a certification report. The report should be concise and informative, with information limited to the functional ability to use fixed-route transit, rather than extensive disability related information.
3. **Monthly Reports.** The Contractor is required to provide monthly status reports on eligibility certifications. The information will be provided on a system wide basis. The reports will include, at a minimum: certifications by eligibility category, the number of denials, changes in categories, elapsed time between receipt of application and determination notification, cost breakdown by category, and phone reports showing daily average and maximum hold times, abandoned calls, and total phone calls for KCATA's ADA certification program. The monthly report shall be submitted with the invoice. No payment shall be made without a complete and accurate monthly report submitted to KCATA.
4. **Client Records and Data Storage.** Contractor shall provide to KCATA at least weekly data set updates for the client list. Additional redundancies will be necessary to ensure the security of client records. This includes having a disk mirroring system in place, in which the logical disk volumes are replicated onto separate physical hard disks in real time. To ensure the continuous availability of the data, additional offsite downloads and storage of client information must be completed every week. Contractor shall provide data storage sufficient to store all KCATA passenger data and maintain a fast connection via the Internet. Contractor must maintain redundancy in their data infrastructure to ensure no loss of data, and should have emergency backup power to continue operations when there is a power outage.
5. **Online Functionality.** The Contractor must maintain a secure website that will provide the general public with the ability to apply for paratransit service, and for healthcare professionals to provide the verification information. KCATA also requires functionality to review the case history and eligibility determination of its clients. The website must be accessible and available to work with screen reading software for people with visual impairments (e.g. JAWS). The site must also display a toll free telephone line that will allow applicants to call and request an application package to be mailed to them. The vendor must be able to receive the paperwork, track it, scan and upload any paper documentation into the applicant file for review.
6. **Website Accessible File Storage and Retrieval.** Applicant files, verification form(s), notification letters, client history, and rider profiles must be stored and accessible online by KCATA staff. KCATA staff must be able to download their respective client files along with the entire active database via the contractor's website. Any paper applications, verification forms, or other paper client documents must be scanned, uploaded, and organized on the website.

7. **Digital Download of Daily Rider Profiles.** Updates to client records (address changes/recertification's/expiration etc.) must be downloadable by the service provider or KCATA on a daily basis. Any changes to rider profiles must be tracked and reported as they change to keep the service providers database in sync with the contractors database. This file must be available digitally as well as for automated importing into scheduling software. The digital download will include profile updates of basic client information, including: photo, pick up addresses, mailing addresses, phone numbers, emergency contact information, mobility devices, PCA status, and status of rider (active, deceased, inactive).
8. **Data Security.** Contractor is solely responsible for data security. Since the information gathered from customers is sensitive in nature the Contractor is responsible for keeping the information secure. If a breach in security occurs the Contractor is responsible for all associated costs of notifications and cleanup of breached data. Contractor is fully liable for any claim of identity theft.
9. **HPAA Compliance.** It shall be the Contractor's responsibility to enforce and follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; protect the privacy of individually identifiable health information; ensure security of electronic protected health information; and enforce the confidentiality provisions of the Patient Safety Rule which protect identifiable information being used to analyze patient safety events and improve patient safety.

8. Liquidated Damages

- A. Contractor shall provide timely and reliable certification services. This includes completing all applications within twenty-one (21) days, as required by the Americans with Disabilities Act (ADA). The goal of these services is to provide comprehensive examinations of applications in an efficient manner. Contractor shall take all action necessary to accomplish this goal, while minimizing the cost of the services to KCATA.
- B. Contractor shall strive to maintain or exceed the standards in the provision of ADA certification services as described in its response to the RFP. Liquidated damages may be assessed by KCATA in the event that Contractor fails to perform and damages are sustained by KCATA and the public, whom it serves.
- C. The following liquidated damages are specified:
 1. Liquidated damages may be assessed, at a rate of one hundred (\$100) dollars per day for each **completed** application that is not processed with notice sent to the applicant within the twenty-one (21) day period required by the ADA.
 2. Liquidated damages may be assessed at the rate of seventy-five (\$75) dollars per occurrence of a failure to transfer information to the paratransit operators within one (1) day of the certification, or change of the status, of a passenger. Any continued failure to transmit information to the paratransit operators within three (3) days of the certification, or change of the status, of a passenger may result in a cure notice.
 3. Liquidated damages may be assessed at the rate of ten thousand (\$10,000) dollars per occurrence for any security breach, hacking of online files, or identity theft which results in a criminal case of identity theft or a legal action indicating personal damage caused by the unauthorized viewing of the person's ADA eligibility file. In addition, contractor will incur all costs associated with rectifying a breach in data including notifications to all persons with compromised data. This includes filing police reports; providing affected clients with up to 12 free credit reports one per month, in the 12 months from the date of the police report, as well as complying with local, state, and federal requirements associated with data breaches, and paying restitution to any victims.
 4. Liquidated damages may be assessed at the rate of seventy-five (\$75) dollars per day where 95% of phone calls are not answered within three (3) minutes, and 99% of phone calls are not answered within five (5) minutes.

5. Liquidated damages may be assessed at the rate of seventy-five (\$75) dollars per day where abandoned calls exceed eight (8%) percent. Liquidated damages for hold time and abandoned calls will be capped at seven hundred and fifty (\$750) dollars each month.

SECTION 3 - PROPOSAL INSTRUCTIONS

1. General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing at **2:00 P.M., October 12, 2017**. 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 meet specified method of submittal or they will not be opened or considered responsive. **Proposals must be delivered or mailed to KCATA’s Shipping and Receiving Department, Attn: Tamika McDonald, Procurement, at 1350 E. 17th Street, Kansas City, MO 64108.**
- C. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.
- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
- F. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to **Tamika McDonald, Senior Buyer**. Electronic comments, questions and requests for clarification should be sent to tmcdonald@kcata.org and the subject line should read “RFP #17-7062-30.”

2. Reservations

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

3. Proposer’s Responsibilities

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

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

4. Authorization to Propose

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

5. Withdrawal & Incomplete Proposals

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

6. Modification of Proposals

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

7. Unbalanced Proposals

KCATA may determine that an offer is unacceptable if the 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.

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 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 KCATA’s Senior Manager of Procurement, the protester may appeal in writing to the KCATA Chief Financial Officer within five (5) days from the date of the Senior Manager of Procurement’s response.

- F. KCATA's 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.

9. Disclosure of Proprietary Information

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

10. Disadvantaged Business Enterprise (DBE) Requirements

- A. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. KCATA's overall goal for DBE participation is 12.6%. **A separate contract goal has not been established for this procurement.**
- B. **Non-discrimination** - Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

- C. **DBE Certification** - KCATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. DBE subcontractors must be certified as a DBE by the Kansas Department of Transportation (KDOT) or 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 certified by the MRCC may be found at www.modot.mo.gov/ecr/index.htm. A list of KDOT certified firms is located at <https://kdotapp.ksdot.org/dbecontractorlist/>. MBE and WBE certifications for 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:

- A. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- B. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- C. Subcontractor participation with a lower tier DBE subcontractor; and
- D. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- E. NO CREDIT, however, will be given for the following:
1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) separately sealed volumes either placed in three-ring binders or clipped in distinct, separate volumes and clearly labeled.
- B. The proposal shall consist of one (1) original and four (4) full, complete, and exact copies of the original proposal. All copies shall be separately collated in 3-ring binders, and all copies and originals shall be labeled with the RFP number, Title, the offeror's identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 1. Volume I – Cost/Price Proposal: One (1) Original
 2. Volume II – Technical Proposal: One (1) unbound original and four (4) copies
 3. Volume III – Contractual: One (1) original of the signed documents to include DBE and subcontractor documents (if needed), Receipt of Addenda form (if issued) and other submittals as required and specified.
 4. Proposers are asked to submit a complete set of their proposal documents (Volumes I, II and III) in an electronic format on a flash-drive. Include this in Volume III.

NOTE: DO NOT include any pricing from the Cost Proposal form in the Technical Proposal (Volume II).

- D. The pages in the proposal documents should be numbered. The bidder should ensure all copies and all electronic media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

2. Volume I - Cost/Price Proposal

- a. KCATA anticipates awarding a fixed price contract.
- b. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- c. Detailed and summary cost proposal forms are attached as Attachment H. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.
- d. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- e. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

3. 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.

1. Technical Proposal Page Limit

a. The technical proposal page limit is 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.

b. The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional lists of references
- Résumé/background information (please restrict to a maximum of three (3) pages per individual)
- Required forms such as Licenses, Certifications and Financial Data

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). KCATA discourages the inclusion of marketing materials.

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

1. Title Page

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

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to Michael Graham, Chief Financial Officer, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor

- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Name, title, address, telephone number and email address of the contact person for the project
- d. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified
- e. Identification of parent or affiliated offices that will be available and/or necessary in serving KCATA's needs
- f. Acknowledge receipt of addenda, if any

4. Key Personnel Experience and Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in processing ADA and Non-ADA transportation services applications and certifications. Proposer should emphasize experience in meeting client goals, objectives and schedules that are requested in the Scope of Services for this project. Detail any plans for services the Proposer will provide that are not specifically required in this RFP.
- c. Provide resumes for the proposed project manager and other key personnel and discuss the unique qualifications these individuals bring to the project.
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable the KCATA to assess the quality of the offeror's and subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in the RFP. The following information shall be included in each contract:
 1. Name and address of contracting activity, state or local governments agency or commercial customer;
 2. Contract type;
 3. Contract value;
 4. Brief description of services required under the contract, including performance location(s) and performance period;
 5. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

5. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule that includes:
 - Management plan
 - Personnel and staffing
 - Reporting requirements

- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
 - c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.
6. Exceptions, Omissions and Form of Contract
- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
 - b. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
 - c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (Attachment J). The successful proposer will be required to enter into a contract with KCATA which will be substantially similar to the sample provided. **Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The proposer must also provide the rationale for any requested changes.** If no changes are requested, the proposer will be deemed to have accepted the sample contract. **If the proposer request changes, such requests will be considered in any negotiations with the KCATA.** Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.
7. Subcontractor Utilization
- 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 established and number of years under present ownership/management
 - Services to be performed on this project and anticipated cost of work subcontracted
 - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
 - If a certified Disadvantaged Business Enterprise (DBE), include a copy of certificate verifying current status
 - 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 or 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. 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 that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
 2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
 3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- D. Lobbying
1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
 2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered

Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

E. Employee Eligibility Verification

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

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). However, bidders that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. Affirmative Action Compliance.
 - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
 - b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past year shall submit an Affidavit of Civil Rights Compliance (Attachment B).
 - c. An exemption from filing an Affirmative Action Program may be requested if your firm has fewer than fifty (50) employees. To do so, a signed, notarized Attachment B shall be submitted.
 - d. A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - e. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Senior Manager of Procurement at (816) 346-0224.

5. 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 technical features than with making an award at the lowest overall

cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.
- D. If in its best interest, KCATA reserves the right to make an award to more than one Proposer.

6. Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the following criteria, listed in order of importance. The combined technical factors are significantly more important than price. A total of 100 points can be awarded.

Evaluation Criteria	Evaluation Point Value
Cost/Price	25
<u>Regional Approach.</u> Includes regionally focused process and procedures, facility location(s)	20
<u>Operating Plans and Procedures.</u> Includes project management plan, proposed staffing levels, scheduled hours and equipment needed to successfully perform the required work.	20
<u>Experience and Qualifications.</u> Proposer demonstrates the experience, skills and qualifications of the Project Manager and other key personnel including proposed subcontractor(s)	20
<u>Performance Record.</u> At least three (3) references that demonstrate customer satisfaction in performance related to the scope of work.	15
TOTAL POINTS POSSIBLE	100

7. Presentations/Interviews/Written Responses

After the closing date, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

8. Negotiations & Best and Final Offer (BAFO)

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

SECTION 5-SAMPLE CONTRACT

**Contract #17-7062-30
Regional Paratransit Eligibility Processing**

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2017, by and between the **Kansas City Area Transportation Authority (“KCATA”)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108, and _____ (“Contractor”), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated **September 25, 2017** entitled “**Regional Paratransit Eligibility Processing**” (sometimes referred to as the “Project” or the “Work”). The Scope of Work is attached hereto as Appendix B and incorporated herein by reference. The Contractor hereby agrees to provide paratransit eligibility processing services as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ____ (__) year(s) beginning _____, **2017 and expiring on** _____. The products/services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the “contract term”.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by “Change Order”, if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor’s pricing bid response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the Proposal Cost Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C (“Proposal Cost Response Page”).

5. MISCELLANEOUS PROVISIONS.

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

- Appendix A. Contract Terms and Conditions;
- Appendix B. Scope of Work; and
- Appendix C. Contractor's Cost/Price Proposal Response Form Dated _____

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

(CONTRACTOR'S NAME)

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

By _____

By _____
Daniel Serda, Chairman of the Board

By _____
Dennis Bixby, Secretary of the Board

CONTRACT TERMS AND CONDITIONS

ARTICLE 1: AGREEMENT IN ENTIRETY

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

ARTICLE 2: ASSIGNMENT

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

ARTICLE 3: BANKRUPTCY

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

ARTICLE 4: BREACH OF CONTRACT; REMEDIES

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

ARTICLE 5: CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

ARTICLE 6: CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (Master Agreement 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.

ARTICLE 7: CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. **Race, Color, Creed, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems

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

ARTICLE 8: CONFLICTS OF INTEREST (ORGANIZATIONAL)

The Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

ARTICLE 9: CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase in-training and (2) exercise it best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

ARTICLE 10: CONTRACTOR'S PERSONNEL

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

ARTICLE 11: 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.

ARTICLE 12: DEBARMENT AND SUSPENSION CERTIFICATION

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

a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

ARTICLE 13: 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 12.6 percent. A separate contract goal has not been established for this procurement.*
- B. Contractors 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)). 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.
- C. **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.

- D. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

ARTICLE 14: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

ARTICLE 15: DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Executive Officer, with a copy to the Chief Operations Officer and the Senior Manager of Procurement. The determination of such appeal by the Chief Operations Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE 16: EMPLOYEE ELIGIBILITY VERIFICATION

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

ARTICLE 17: 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.

ARTICLE 18: FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 19: GOVERNING LAW; CHOICE OF JUDICIAL FORUM

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Contract, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

ARTICLE 20: HEADINGS

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

ARTICLE 21: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

ARTICLE 22: INDEPENDENT CONTRACTOR

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

ARTICLE 23: INSPECTION OF SERVICES

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

ARTICLE 24: 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).
- B. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. Worker's Compensation:

- 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.

ARTICLE 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, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 2. In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
 3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
 4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

ARTICLE 26: LICENSING, LAWS AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

ARTICLE 27: LOBBYING RESTRICTIONS

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

ARTICLE 28: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS

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

ARTICLE 29: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with Jameson Auten, KCATA’s Vice President of Regional Services Delivery and Innovation, at (816) 346-0895 or via e-mail at jauten@kcata.org.

Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA’s Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Denise Adams, Senior Manager of Procurement
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: _____

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

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

ARTICLE 30: 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 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 material
- 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 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.

ARTICLE 31: 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.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

ARTICLE 32: PROHIBITED INTERESTS

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

benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

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

ARTICLE 33: PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

ARTICLE 34: RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, the City of Kansas City, Missouri, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

ARTICLE 35: REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. Subcontractor Payments

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

ARTICLE 36: RIGHT TO OFFSET

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

ARTICLE 37: SEAT BELT USE POLICY

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 Agreement.

ARTICLE 38: SEVERABILITY

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

ARTICLE 39: 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:
 - ADA Access Requirements
 - Agreement in Entirety
 - Assignment
 - Bankruptcy
 - Breach of Contract; Remedies
 - Changes
 - Changes to Federal Requirements
 - Civil Rights
 - Conflicts of Interest
 - Continuity of Services
 - Contractor’s Personnel
 - Contractor’s Responsibility
 - Debarment and Suspension
 - Disadvantaged Business Enterprise (DBE)
 - Disclaimer of Federal Government Obligations or Liability
 - Dispute Resolution
 - Employee Eligibility Verification
 - Environmental Regulations
 - Fraud and False or Fraudulent Statements or Related Acts
 - Governing Law: Choice of Judicial Forum
 - Headings

Incorporation of FTA Terms
Independent Contractor
Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws and Regulations
Lobbying Restrictions
National Intelligent Transportation Systems Architecture & Standards
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Severability
Subcontractors
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driver
General Provisions

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

ARTICLE 40: SUSPENSION OF WORK

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

ARTICLE 41: TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

ARTICLE 42: 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.

ARTICLE 43: TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

ARTICLE 44: GENERAL PROVISIONS

A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.

B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

C. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

D. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts

so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

Contractor’s Initials _____ KCATA’s Initials _____

KCATA’s Initials _____

SECTION 6 – ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS

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

- Volume I – Cost Proposal
 - ✓ Cost Proposal Form (Attachment H). One (1) unbound original.

- Volume II – Technical Proposal.
 - ✓ One (1) unbound original and seven (7) copies.

- Volume III – Contractual
 - ✓ Vendor Registration Form (Attachment A); (unless already on file with KCATA). *Include this form for each subcontractor.*
 - ✓ Affidavit of Civil Rights Compliance (Attachment B). *Include this form for each subcontractor.*
 - ✓ Work Force Analysis Report Form (Attachment C; unless already on file with KCATA). *Include this Report for each subcontractor.*
 - ✓ Letter of Intent to Subcontract (Attachment D). *Include if using DBE Subcontractors.*
 - ✓ Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form (Attachment E). *Include E.2 if using Subcontractors.*
 - ✓ Certification of Debarment (Primary and Lower-Tier) Form (Attachment F). *Include Attachment F.2 if using Subcontractors.*
 - ✓ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment G). *Include Attachment G. 2 if using 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 A through G can be obtained by going to:

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

**ATTACHMENT A
KCATA VENDOR REGISTRATION FORM**

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

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

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

1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED

4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents.

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

DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0272 or via email at cmoore@kcata.org

WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security's E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.

VENDOR CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

Signature	Date
Printed Name	Title

The following documents must be returned:

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

Return completed Vendor Registration Packet to Kansas City Area Transportation Authority,
 Procurement Department, 1350 East 17th Street, Kansas City, MO 64108
 Fax: (816) 346-0336 or email: 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 B
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

I hereby swear or affirm that the business entity complies with the following:

A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions

Attachment B ~ continued

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

Affiant’s Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

ATTACHMENT C – EEO-1 / WORK FORCE ANALYSIS REPORT

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT C.1
GUIDELINES FOR WORKFORCE ANALYSIS**

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

RACIAL/ETHNIC

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

**ATTACHMENT D
LETTER OF INTENT TO SUBCONTRACT**
(To be completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

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

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

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

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

Signature: Prime Contractor

Print Name

Title

Date

Signature: DBE Subcontractor

Print Name

Title

Date

**ATTACHMENT E.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 E.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 F.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 F.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 G.1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT H – COST/PRICE PROPOSAL RESPONSE FORM

The proposer shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP. The quantities are estimates only and actual numbers may change. There is no guarantee for the amount of assessments needed on an annual basis.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.

PART A. COST PER ASSESSMENT/CERTIFICATION				
<i>Pricing should include all expenses necessary to perform complete assessments/certifications per RFP requirements, and should include labor, overhead (insurance, payroll, taxes, office, etc.) and profit.</i>				
ASSESSMENT/CERTIFICATION CATEGORY	EST QTY. PER YEAR	COST PER ASSESSMENT	TOTAL ESTIMATED COST	
ADA-Certification (70% in-person to include FACTS)	1248	\$		
ADA Recertification (70% in-person to include FACTS)	1173	\$		
Non-ADA Certification (70% in-person to include FACTS)	175	\$		
Non-ADA Recertification (70% in-person to include FACTS)	74	\$		
Fixed-Route Reduced Fare Public Transportation Certifications	1000	\$		
Appeal Assessments	50	\$		
SUB-TOTAL FOR ASSESSMENTS/CERTIFICATIONS				
PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB/COST	MARKUP RATE (%)	ETIMATED COST	TOTAL ESTIMATED COST
				\$
				\$
				\$
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES (INCLUDING TRAVEL, FACILITY COSTS, SUPPLIES, EQUIPMENT, START-UP COSTS)				
DESCRIPTION	QUANTITY	UNIT RATE	ESTIMATED COST	TOTAL ESTIMATED COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL OTHER EXPENSES				\$
TOTAL PROJECT COST – YEAR ONE (A + B + C)				\$

**ATTACHMENT H – COST/PRICE PROPOSAL RESPONSE FORM
YEAR TWO**

PART A. COST PER ASSESSMENT/CERTIFICATION				
<i>Pricing should include all expenses necessary to perform complete assessments/certifications per RFP requirements, and should include labor, overhead (insurance, payroll, taxes, office, etc.) and profit.</i>				
ASSESSMENT/CERTIFICATION CATEGORY	EST QTY. PER YEAR	COST PER ASSESSMENT	TOTAL ESTIMATED COST	
ADA-Certification (70% in-person to include FACTS)	1273	\$		
ADA Recertification (70% in-person to include FACTS)	1196			
Non-ADA Certification (70% in-person to include FACTS)	179	\$		
Non-ADA Recertification (70% in-person to include FACTS)	75			
Fixed-Route Reduced Fare Public Transportation Certifications	1020	\$		
Appeal Assessments	51	\$		
SUB-TOTAL FOR ASSESSMENTS/CERTIFICATIONS				
PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB/COST	MARKUP RATE (%)	ETIMATED COST	TOTAL ESTIMATED COST
				\$
				\$
				\$
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES (INCLUDING TRAVEL, FACILITY COSTS, SUPPLIES, EQUIPMENT, START-UP COSTS)				
DESCRIPTION	QUANTITY	UNIT RATE	ESTIMATED COST	TOTAL ESTIMATED COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL OTHER EXPENSES				\$
TOTAL PROJECT COST – YEAR TWO (A + B + C)				\$

**ATTACHMENT H – COST/PRICE PROPOSAL RESPONSE FORM
YEAR THREE**

PART A. COST PER ASSESSMENT/CERTIFICATION				
<i>Pricing should include all expenses necessary to perform complete assessments/certifications per RFP requirements, and should include labor, overhead (insurance, payroll, taxes, office, etc.) and profit.</i>				
ASSESSMENT/CERTIFICATION CATEGORY	EST QTY. PER YEAR	COST PER ASSESSMENT	TOTAL ESTIMATED COST	
ADA-Certification (70% in –person to include FACTS)	1298	\$		
ADA Recertification (70% in-person to include FACTS)	1220			
Non-ADA Certification (70% in-person to include FACTS)	183	\$		
Non-ADA Recertification (70% in-person to include FACTS)	76			
Fixed-Route Reduced Fare Public Transportation Certifications	1040	\$		
Appeal Assessments	52	\$		
SUB-TOTAL FOR ASSESSMENTS/CERTIFICATIONS				
PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB/ COST	MARKUP RATE (%)	ETIMATED COST	TOTAL ESTIMATED COST
				\$
				\$
				\$
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES (INCLUDING TRAVEL, FACILITY COSTS, SUPPLIES, EQUIPMENT, START-UP COSTS)				
DESCRIPTION	QUANTITY	UNIT RATE	ESTIMATED COST	TOTAL ESTIMATED COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL OTHER EXPENSES				\$
TOTAL PROJECT COST – YEAR THREE (A + B + C)				\$

**ATTACHMENT H – COST/PRICE PROPOSAL RESPONSE FORM
YEAR FOUR (OPTION YEAR ONE)**

PART A. COST PER ASSESSMENT/CERTIFICATION				
<i>Pricing should include all expenses necessary to perform complete assessments/certifications per RFP requirements, and should include labor, overhead (insurance, payroll, taxes, office, etc.) and profit.</i>				
ASSESSMENT/CERTIFICATION CATEGORY	EST QTY. PER YEAR	COST PER ASSESSMENT	TOTAL ESTIMATED COST	
ADA-Certification (70% in –person to include FACTS)	1323	\$		
ADA Recertification (70% in-person to include FACTS)	1244			
Non-ADA Certification (70% in-person to include FACTS)	187	\$		
Non-ADA Recertification (70% in-person to include FACTS)	77			
Fixed-Route Reduced Fare Public Transportation Certifications	1060	\$		
Appeal Assessments	53	\$		
SUB-TOTAL FOR ASSESSMENTS/CERTIFICATIONS			\$	
PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB/ COST	MARKUP RATE (%)	ETIMATED COST	TOTAL ESTIMATED COST
				\$
				\$
				\$
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES (INCLUDING TRAVEL, FACILITY COSTS, SUPPLIES, EQUIPMENT, START-UP COSTS)				
DESCRIPTION	QUANTITY	UNIT RATE	ESTIMATED COST	TOTAL ESTIMATED COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL OTHER EXPENSES				\$
TOTAL PROJECT COST – YEAR FOUR (OPTION YEAR ONE (A + B + C))				\$

**ATTACHMENT H – COST/PRICE PROPOSAL RESPONSE FORM
YEAR FIVE (OPTION YEAR TWO)**

PART A. COST PER ASSESSMENT/CERTIFICATION				
<i>Pricing should include all expenses necessary to perform complete assessments/certifications per RFP requirements, and should include labor, overhead (insurance, payroll, taxes, office, etc.) and profit.</i>				
ASSESSMENT/CERTIFICATION CATEGORY	EST QTY. PER YEAR	COST PER ASSESSMENT	TOTAL ESTIMATED COST	
ADA-Certification (70% in –person to include FACTS)	1349	\$		
ADA Recertification (70% in-person to include FACTS)	1269			
Non-ADA Certification (70% in-person to include FACTS)	191	\$		
Non-ADA Recertification (70% in-person to include FACTS)	78			
Fixed-Route Reduced Fare Public Transportation Certifications	1080	\$		
Appeal Assessments	54	\$		
SUB-TOTAL FOR ASSESSMENTS/CERTIFICATIONS				
PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB/ COST	MARKUP RATE (%)	ETIMATED COST	TOTAL ESTIMATED COST
				\$
				\$
				\$
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES (INCLUDING TRAVEL, FACILITY COSTS, SUPPLIES, EQUIPMENT, START-UP COSTS)				
DESCRIPTION	QUANTITY	UNIT RATE	ESTIMATED COST	TOTAL ESTIMATED COST
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL OTHER EXPENSES				\$
TOTAL PROJECT COST – YEAR FIVE (OPTION YEAR TWO (A + B + C))				\$

ATTACHMENT H – COST/PRICE PROPOSAL SUMMARY OF ALL COSTS

DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR (OPTION YR #1)	YEAR FIVE (OPTION YR #2)	TOTALS
A. COST FOR ASSESSMENTS	\$	\$	\$	\$	\$	\$
B. SUBCONTRACTOR(S) COSTS	\$	\$	\$	\$	\$	\$
C. DIRECT COSTS/OTHER ANTICIPATED EXPENSES	\$	\$	\$	\$	\$	\$
TOTAL PROJECT COSTS (A + B + C)	\$	\$	\$	\$	\$	\$

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

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

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

E-mail address _____