

REQUEST FOR PROPOSALS (RFP) #18-7032-37A

MANAGEMENT & OPERATION OF KCATA
PARATRANSIT AND ALTERNATE MOBILITY SERVICES

Date: August 15, 2018

Contact: Tamika McDonald
Procurement Supervisor

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: tmcdonald@kcata.org

REQUEST FOR PROPOSALS (RFP)#18-7032-37A
Management & Operation of KCATA Paratransit and Alternate Mobility Services

August 15, 2018

Subject: RFP # 18-7032-37A Paratransit Supplemental Services

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified and experienced contractors to provide supplemental services for its paratransit services.

This solicitation will consist of two parts:

Package A: RideKC Freedom Services

Package B: Freedom On Demand Services

Firms may submit proposals for one or both desired services. Firms may also partner with another firm to provide a complete, integrated package. KCATA reserves the right to award the entire contract to one Proposer, or to split the award to multiple Proposers if it is in the best interest of the Authority. Any proposal submitted on an “all or nothing” basis should be marked as such.

The term of the contract will be for five (5) years. It is anticipated that the start date will be February 1, 2019.

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.

Pre-Proposal Conference:

A pre-proposal conference regarding this Request for Proposals will be held at 2:00 P.M. on August 27, 2018 in the KCATA Building 1 Large Conference Room, 1350 E. 17th Street, Kansas City, MO 64108. Attendance is strongly encouraged at the pre-proposal conference.

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

Questions (technical, contractual, or administrative) must be directed in writing via email to Tamika McDonald at tmcdonald@kcata.org. KCATA encourages submission of questions as they arise. However, questions and requests for clarification will be received until 2:00 P.M. CDT September 4, 2018. If required, KCATA’s response to these submissions will be in the form of an Addendum by September 7, 2018.

Proposals must be received with all required submittals as stated in the RFP no later than 2:00 P.M. CDT on September 24, 2018 to

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

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. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing.

If delivering in person, proposals must be delivered to KCATA's Shipping and Receiving Department. Proposers should consider additional time needed for clearance through KCATA's secured facility.

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. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of the RFP closing.

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

Gaylord Salisbury
Director of Procurement

PROPOSAL ORGANIZATION

SECTION 1. PROPOSAL CALENDAR

SECTION 2. DEFINITION OF TERMS

SECTION 3. SCOPE OF WORK

SECTION 4. PROPOSAL INSTRUCTIONS

SECTION 5. PROPOSAL SUBMISSION, EVALUATION, ACCEPTANCE AND AWARD

SECTION 6. SAMPLE CONTRACT/TERMS AND CONDITIONS

SECTION 7. ATTACHMENTS

Attachment A	Vendor Registration
Attachment B	Affidavit of Civil Rights Compliance
Attachment C-1	Guidelines for Workforce Analysis
Attachment C -2	EEO-1 Workforce Analysis Report
Attachment D	Letter of Intent to Subcontract (if using DBE Subcontractors)
Attachment E.1	Affidavit of Primary Participants Regarding Employee Eligibility Verification
Attachment E.2	Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification
Attachment F.1	Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment F.2	Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
Attachment G.1	Certification of Primary Participants Regarding Restrictions on Lobbying
Attachment G.2	Certification of Lower-Tier Participants Regarding Restrictions on Lobbying
Attachment H	Contractor Utilization Plan/Request for Waiver
Attachment I	Cost/Price Proposal

SECTION 8. APPENDIX

Appendix A – Service Maps

Appendix B - Call Center Work Schedule

– Dedicated Runs (non-taxi)

- RideKC Freedom Vehicle Operator Rates

Appendix C – Sample KCATA Vehicle Lease

NO PROPOSAL REPLY FORM

**PROPOSAL (RFP)#18-7032-37A
Management & Operation of KCATA Paratransit Services**

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	August 15, 2018
Pre-Proposal Conference, Building 1 Small Conference Room, 1350 E. 17 th Street, Kansas City, MO.	August 27, 2018 2:00 P.M.
Deadline for Proposer Questions, Comments, & Requests for Clarification	September 4, 2018 2:00 P.M.
KCATA's Response to Questions/Requests for Clarifications	September 7, 2018
Proposal Closing	September 24, 2018 2:00 P.M.
Interviews (Tentative, and if Required))	October 11-12, 2018
Potential Notice of Contract Award	October 2018

SECTION 2 -DEFINITION OF TERMS

2.1 **Definition of Terms and Acronyms.** The following terms and acronyms will be used throughout the RFP.

2.1.1 Accessible Vehicles -- Vehicles which are equipped with lifts or ramps for ease of boarding customers and their mobility devices.

2.1.2 ADA -- The Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d) and any implementing requirements FTA may issue. Requires transit systems to offer accessible mainline services and complementary ADA paratransit service within a ¾ mile corridor of a fixed route. This legislation prohibits discrimination against persons with disabilities and is designed to ensure equal access and equal opportunities. The ADA requires transportation providers to comply with the following minimum criteria:

- A. Service Area. Paratransit service must be provided in a ¾ mile corridor on each side of all non-commuter fixed routes.
- B. Response Time. Transit systems must schedule trips within a one-hour window of the requested time. Transit providers must be able to accommodate trip requests for the next day.
- C. Hours and Days of Service. Paratransit service must be provided during the same days and during the same hours as fixed route service.
- D. Fares. Eligible ADA paratransit customer fares cannot be more than twice the base, adult fare paid for fixed route service. One Personal Care Attendant can ride at no charge (see “Personal Care Attendants”). Companions (see “Companion”) may ride at the same fare as the eligible individual.
- E. Trip Purpose Restrictions. Transit systems cannot impose restrictions or prioritize trips based on trip purpose. Trips to the doctor must be treated the same as trips to social activities.
- F. Capacity Constraints. Transit systems cannot limit the availability of complementary paratransit service to eligible ADA customers by any of the following:
 - Placing restrictions on the number of trips an individual will be provided;
 - Use of waiting list for access to the service; and
 - Operational patterns or practices that significantly limit the availability of service to ADA paratransit eligible persons. Examples of such practices specifically prohibited include: a substantial number of trip denials or missed trips; a substantial number of significantly late pickups; a substantial number of trips with excessive trip lengths. Other practices which have also been indicated to be capacity constraints include: a substantial number of significantly late drop-offs, and; a substantial number of excessively long hold times on telephone calls.

2.1.3 ADA Certification – Persons with disabilities who are interested in using ADA service must submit an application to determine their eligibility. KCATA is responsible for determining eligibility for ADA paratransit service in the counties of Missouri and Kansas that make up the Kansas City metropolitan region. Applications must be submitted to the KCATA’s Paratransit Certification Program. Eligibility for ADA certification is based on an individual’s functional ability to access and use fixed route bus service. Individuals who are certified by the KCATA, according to ADA guidelines, are eligible to use KCATA’s ADA service.

2.1.4 ADA Paratransit Service – Non-fixed route service utilizing sedans, mini vans and/or small buses to provide trips to and from a specific location within the ADA service area to certified participants.

- 2.1.5 Add-On Trip – This is a trip that was not on the schedule that was developed before the day of service and is being added to the schedule on the day of service. Add-on trips can include trips that were properly scheduled but for some reason did not get performed (e.g. driver overlooked the trip, an electronic malfunction caused the trip to drop from the electronic manifest, router failed to route the trip as scheduled). Add-on trips can also include return trips for customers who missed their scheduled trip needed to not leave customers stranded. As a practice, these are the limited reasons KCATA may request the Contractor to do a trip on the same day that was not scheduled in advance.
- 2.1.6 Ambulatory – Ambulatory describes an individual who does not use a wheelchair and who can walk with a minimum of assistance, or with a cane or walker.
- 2.1.7 Automatic Vehicle Locators (AVLs) – AVLs provide dispatchers with immediate and up-to-date information as to the exact location of the vehicle at periodic points along the vehicle’s route. This data is used by dispatch to evaluate the vehicle’s on-time status and make modifications to existing schedules when needed. AVLs are usually used in conjunction with Mobile Data Terminals (see “Mobile Data Terminals”).
- 2.1.8 Cancellation -- Refers to a trip that is cancelled by a rider prior to the scheduled pickup time. There are various types of cancellations depending on when notice is provided by the rider. A “same day cancellation” is one that occurs on the day of service. A “late cancellation” is one where notice is provided by the customer less than two hours before the scheduled pickup time (see “Customer Late Trip Cancellations”), and a “cancellation at the door” is when notice is given after the vehicle arrives for the pickup.
- 2.1.9 Capacity Constraints – See full definition under “Americans with Disabilities Act.”
- 2.1.10 Companion -- A person, other than a Personal Care Attendant, accompanying an ADA eligible customer. One companion must always be accommodated on ADA paratransit service. Additional companions are accommodated on a space available basis. Companions are provided trips from the same origin (pickup) location to the same destination (drop-off) as the eligible individual. The companion’s trip must be pre-scheduled along with the customer's trip.
- 2.1.11 Complaint – Any communication received by KCATA which adversely reflects on any aspect of the operation as provided by the contractor, or which relates to any incident involving the contractor’s vehicles or personnel.
- 2.1.12 Complementary ADA Paratransit Service – See “ADA” and “ADA Paratransit Service.” It is not necessary for the individual to live in the ADA service area to use ADA service. However, for a trip to be eligible for ADA service, both the pickup and drop-off locations must be within the ADA service area.
- 2.1.13 Curb-to-Curb Service – Service which picks-up and drops-off customers at the curb of a public street in front of or as close as possible to the customer’s house, building or other designated location.
- 2.1.14 Customer Late Trip Cancellations -- When a customer cancels a trip with less than two hours’ notice. KCATA may suspend the use of KCATA’s ADA paratransit service by customers who have an excessive number of late cancellations. KCATA will take extenuating circumstances into consideration before suspending a customer’s use of ADA paratransit services.
- 2.1.15 Demand Responsive Transportation – A demand responsive system is any system of transporting individuals that is specifically adapted to the travel needs of an individual. Paratransit is a type of demand responsive transportation in that users are able to schedule rides with specific times and locations. Vehicles are dispatched to pick up customers and transport them to their destinations. The vehicles do not operate over a fixed route or on a fixed schedule. Routes may change every day depending on the demand.
- 2.1.16 Drop-off Window – The period of time that defines whether drop-offs are on-time. The drop-off window is from 30 minutes before to zero minutes after the appointment or desired arrival time of the customer. For example, if

a customer appointment is at 10:00 AM, the drop-off window would be from 9:30 AM to 10:00 AM. Drop-off made before this window would be considered early drop-offs and made after this window would be considered late drop-offs. Trips without appointment or desired arrival times do not have an associated drop-off window.

2.1.17 Eligibility – See “ADA Certification.”

2.1.18 Excessively Late Trip – A trip where the pickup is made more than 60 minutes past the scheduled pickup time.

2.1.19 Excessive Trip Length – A trip provided on the Share-A-Fare ADA paratransit service that is more than 20 minutes longer than a trip made at the same time and to and from the same locations on the fixed route transit service.

2.1.20 Fares – Cost of a ride paid by customer; varies by service. (Also see “Americans with Disabilities Act (ADA) – Fares”).

2.1.21 Fixed Route – Designated public transportation service on which a vehicle is operated along a prescribed route according to a fixed schedule.

2.1.22 Federal Transit Administration (FTA) – The federal agency of the U. S. Department of Transportation that oversees program regulations and guidelines for public transportation providers, including their contractors.

2.1.23 Global Positioning System (GPS) – A device that provides a method of digitally recording location data.

2.1.24 Holiday – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.1.25 Incident – An event impacting the quality or timeliness of the service that occurs during the contractor’s operation of a revenue vehicle in service that does not cause property damage.

2.1.26 Injury – An accident or incident where the driver and/or customer was injured and required medical attention and was transported to the hospital from the scene of the incident.

2.1.27 KCATA -- The Kansas City Area Transportation Authority. Also referred to as “ATA” and “Authority.”

2.1.28 Late Pickup – Any customer pickup that occurs past the scheduled pickup window (see “Pickup Window”).

2.1.29 Manifest – The schedule provided to a vehicle operator listing all scheduled pickups and drop-offs. It includes at a minimum the customer name, pickup and drop-off addresses, pickup time, mobility devices or other equipment used by the customer, payment status, and special instructions.

2.1.30 Missed Trip – Also referred to as “Vehicle No Show.” A trip that was not performed as scheduled (e.g. driver overlooked trip on manifest and trip was not performed, or vehicle showed up outside of the pickup window and the trip was not taken by the customer).

2.1.31 Mobile Data Terminals (MDTs) – Also Mobile Data Computers (MDCs) or tablets. Small computers installed in transit vehicles which permit instantaneous, wireless communication between dispatchers and vehicle operators to transmit schedules. MDTs/MDCs are used for digital communications between dispatchers and vehicle operators and to report customer pickups and drop-offs. MDT/MDC technology is often used together with AVL technology (see also “Automatic Vehicle Locators”).

2.1.32 Mobility Device – A mobility device is equipment, usually a wheelchair or scooter, used by individuals to assist with travel.

2.1.33 No-Show (Customer) – When a customer does not call to cancel a scheduled trip, is not present for the pickup at the scheduled location, and the vehicle has arrived within the pickup window. KCATA may suspend the use of ADA paratransit services by customers who have a pattern or practice of an excessive number of “no-shows.” KCATA will take extenuating circumstances into consideration before suspending a customer’s use of ADA paratransit services.

2.1.34 On Time Performance – The measure of service quality related to the timeliness of pickups and drop-offs. The arrival time of the vehicle at a pickup or drop-off location is used to determine on-time performance, rather than the departure time from a location.

2.1.35 Oversized Mobility Device – A mobility device that is too large or heavy to be Freedomly transported on accessible Share-A-Fare vehicles. Accessible vehicles used in Share-A-Fare service are required to accommodate mobility devices that are up to 30 inches wide and 48 inches long (when measured 2 inches above the ground), and up to 600 pounds when occupied by the user. Mobility devices that exceed these width, length or weight measurements are therefore considered oversized.

2.1.36 Paratransit Service – Non-traditional transportation modes, such as ADA paratransit, municipal dial-a-ride services, community shuttles, and vanpool programs that are not fixed route or rail services but generally complement or supplement them.

2.1.37 Peak-Hour Service -- Periods of time with the highest demand for transportation during the service day. This is generally 6:00 AM to 9:00 AM and 2:30 PM to 5:30 PM weekdays.

2.1.38 Personal Care Attendant (PCA) -- An individual designated or employed by a person with disabilities to aid in meeting his/her personal needs and/or facilitate travel. KCATA does not require ADA customers to register Personal Care Attendants. One PCA may ride at no cost.

2.1.39 Pickup Window -- The period of time when customers are asked to be ready and waiting for pickups. Also, the period of time within which vehicles must arrive for pickups to be considered on-time. The pickup window is from 15 minutes before to 15 minutes after the scheduled pickup time. Example: For a 9:00 AM scheduled pickup, the pickup window would be from 8:45 AM to 9:15 AM. Pickups made before 8:45 AM would be considered early and made after 9:15 AM would be considered late.

2.1.40 Proposer -- The firm submitting a proposal to KCATA under this RFP.

2.1.41 Revenue Vehicle – Any vehicle used to provide paratransit services to KCATA’s customers in accordance with the Contract.

2.1.42 Runs, Service Route or Route – Revenue service performed according to the time schedule and order of pickups and drop-offs listed in the manifest.

2.1.43 Freedom Service or Freedom Program or Freedom On-Demand – A collection of services provided by KCATA that includes paratransit service to ADA paratransit eligible customers, as well as paratransit services provided to others, such as seniors or low-income individuals, who are not ADA paratransit eligible. Freedom On-Demand is the same-day service component of the program

2.1.44 Subscription Service – A standing order for trips on a daily or weekly basis that are scheduled and provided without requiring customers to call in reservations for each trip. KCATA defines eligible subscription trips as trips taken at least two to three times per week between the same origin and destination and at the same time.

2.1.46 Total Vehicle Hours – Vehicle hours measured from garage pullout to pull-in.

2.1.47 Total Vehicle Miles – Vehicle miles measured from garage pullout to pull-in.

2.1.48 Trip – The one-way movement of a customer from that customer’s origin to his or her destination as designated on the driver’s manifest.

2.1.49 USDOT -- The United States Department of Transportation

2.1.50 Vehicle No Show – A kind of missed trip (see “Missed Trip”) where the vehicle does not show up at a location to transport a customer as scheduled.

2.1.51 Vehicle-Revenue-Hours -- The cumulative time that vehicles are in revenue service, from gate to gate, less scheduled breaks or any downtime due to breakdowns or accidents.

2.1.52 Vehicle-Revenue Miles – The cumulate miles that vehicles travel when in revenue service, from gate to gate.

SECTION 3. OVERVIEW AND GENERAL SCOPE OF SERVICES

PACKAGE A: RIDEKC FREEDOM SERVICES

3.1 Overview

A. Organization Overview

1. The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is the regional transit agency in the Kansas City metropolitan area. KCATA is a special purpose public authority created in 1965 through special legislative action by the states of Missouri and Kansas. A 10-member Board of Commissioners, with equal representation from both states, serves as the KCATA's policy governing body. The bi-state compact allows KCATA to operate transit in both states, although it does not provide for exclusive operation.

Additionally, Johnson County (KS), Unified Government of Kansas City, KS and Wyandotte County (UG), City of Independence (MO), and the KC Streetcar Authority, alongside KCATA, make up the regional transit system, RideKC. KCATA manages RideKC paratransit and non-ADA demand response services for the City Independence, Johnson County and KC Streetcar Authority, and has a service agreement with UG to provide week night and weekend ADA paratransit and non-ADA demand response services.

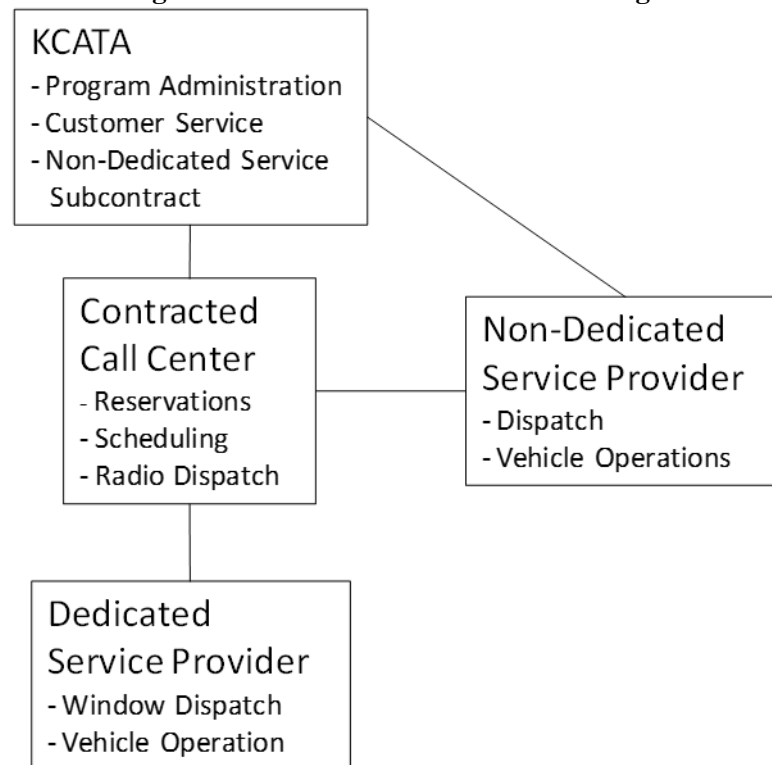
KCATA operates 48 fixed routes, 5 flex routes and 840K miles within Clay, Jack, Platte and Wyandotte. KCATA currently operates 5 routes with service in UGT and 3 routes which serve locations into Johnson County.

B. Program Introduction

1. The Kansas City Area Transportation Authority is seeking interested, qualified vendors to assist in providing ADA complementary paratransit service and non-ADA demand response service in all areas, regardless of service agency, where ADA paratransit and non-ADA demand response services operate in the name of RideKC. The paratransit services will be structured to comply with Federal Transit Administration (FTA) reporting requirements; comply with FTA drug and alcohol testing program requirements; and meet all ADA and other statutory requirements.
2. FREEDOM is an umbrella name for both Non-ADA demand response and ADA paratransit services. Depending on an individual's circumstances and travel needs, a person may be enrolled and travel in more than one program.
3. KCATA currently manages certain call center functions. KCATA staff take trip reservations and advance cancellations. KCATA contracts with one service provider for final adjustments to run schedules, dispatch and service delivery." Where's my ride?" calls come in to the KCATA call center phone system but are directed to the service provider dispatchers. After 5 PM on weekdays, and on weekends and holidays, all calls to the call center, including trip reservations, are forwarded to and handled by the service provider. The current service provider also has a subcontract with a local taxicab company for the delivery of some trips. KCATA not only sends scheduled runs to the service provider, which are performed by the service provider on vehicles that are 100% dedicated to the FREEDOM service, but also sends the service provider a list of trips to be delivered by the taxi subcontractor. Throughout the service day, the service provider may also use the taxi subcontractor for back-up service. The current service provider also has a same-day, on-demand, mobile app-based service that allows non-ADA trips to take place in the taxi subcontractor's vehicles, both traditional and wheelchair accessible vehicles. Figure 1 shows

the organizational structure of the current FREEDOM service. The service area in this contract is the Kansas City metropolitan area. This area includes Clay, Platte and Jackson counties in Missouri, and Wyandotte and Johnson Counties in Kansas. A map showing the current service area is provided as Appendix A.

Figure 1. Current Freedom Service Design



3.2 RFP Objectives

- A. This RFP identifies minimum requirements and respondents should feel free to suggest alternate provisions that exceed the minimum specified requirements wherever appropriate.
- B. Based on responses received to this RFP, KCATA may either continue with the current service design, or based on recommendations from received proposals, KCATA may restructure the service design. KCATA performs policy, quality assurance, and the trip reservation functions. KCATA utilizes a contractor to manage an in-person eligibility process. KCATA contracts with a firm for the operation and management of a control center. The control center contractor handles trip scheduling and radio dispatch. KCATA contracts with an operations firm for service provision which includes window dispatch, operation of dedicated runs based on schedules provided by the control center contractor. The operations firm in charge of service provision also sub-contracts with a local taxicab companies for the performance of some trips as assigned by the control center contractor.
- C. This RFP is being issued to coordinate and deliver ADA paratransit and non-ADA demand response services in Johnson County and Wyandotte County in Kansas, and in Clay County, Jackson County and Platte County in Missouri. There are four service zones to consider:
 - Zone 1: Johnson County, KS and buffer area
 - Zone 2: Wyandotte County, KS and buffer area
 - Zone 3: Kansas City, MO and buffer area
 - Zone 4: City of Independence, MO and buffer area

Service maps in can be found in Appendix A. Each proposal should be submitted to KCATA and state which service zones are included in the proposal. KCATA and its partners are interested in any cost savings that might be available should contracts be issued to the same service provider contractors for multiple zones. Proposers are asked to suggest and identify any service structures or policy changes that might result in cost savings in their Technical and Cost Proposals. Descriptions of the ways that cost savings would be achieved should be described in Technical Proposals. The amount of cost savings should be identified on the appropriate Cost Proposal Forms in Attachment B.

- D. In addition to the information in the preceding section, the KCATA also provides same-day, on-demand service through RideKC Freedom On Demand to paratransit users and the general public. Service is provided 24 hours a day, 7 days per week. This service is provided via app and call center. The service for Freedom On-Demand includes portions of Johnson and Wyandotte Counties in Kansas and Jackson, Platte, and Clay Counties in Missouri (see service maps in Appendix A).
- E. KCATA will continually refine the service delivery process to provide the highest possible quality of service. The program will undergo revisions and modifications to operating and administrative requirements as the program is refined. KCATA is looking for firms that will work with the ATA on these improvements. Firms should view this project as a team effort with the Authority and the contractor working together to provide a high-quality service, ensure consistent performance, and ensure continuous quality improvement.

3.3 Proposal Submission and Contract Award(s)

- A. Interested parties are invited to submit proposals to serve as the service provider as described in the current service design.
- B. Companies that pursue the contract must submit a Technical Proposal that addresses the requirements contained in Section 5. Service Provider Responsibilities and Requirements. Technical Proposals must be in conformance with the applicable requirements of Section 7. These companies must submit the Service Provider Cost Proposal Forms contained in Attachment I. The Service Provider will be paid on a fixed plus variable cost basis, with fixed costs paid per month based on a final negotiated fixed cost budget per year, plus a cost per revenue-hour negotiated for each year. Fares plus performance disincentives will be deducted from the monthly payments while earned performance incentives will be added to the monthly payments.
- C. Companies are encouraged to consider any opportunities for cost-savings should KCATA and its partners decide to award contracts to the same service provider contractor(s) for multiple service zones. These cost-saving opportunities should be identified in the appropriate sections of the Technical and Cost Proposal Forms (Attachment I).
- D. Any contract award made as a result of this RFP will be for five (5) years, with the option to extend the contract on a year-by-year basis for five additional option years. It is anticipated that the start date of any contract awarded will be February 1, 2019.

3.4 Scope of Services and Requirements:

The service information, service policies, and service standards included in this section apply to any and all contracts awarded under this RFP.

A. Types of Services Provided

- 1. Three types of trips are provided under the FREEDOM Program. These are:
 - a. Scheduled, Door-to-door ADA Trip: These trips are for customers who have a disability that qualifies them for ADA complementary paratransit service under the Americans with

Disabilities Act of 1990. There is no residency requirement for these customers. Trips are only provided where and when RideKC bus service is available. There is no age limitation for this type of service. Service is from the most exterior door of the trip origin to the most exterior door of the trip destination.

- b. Scheduled, Door-to-door Non-ADA Trip: These trips are for customers who reside in the regional service area, who do not qualify for ADA complementary paratransit service. Residents who are elderly, or those at least 16 years old and chronically ill or functionally disabled qualify for non-ADA transportation. Travel to and from destinations within the Kansas City metropolitan area is permitted. Non-emergency medical transportation trips classified as Medicaid trips are also provided as non-ADA trips. Service is from the most exterior door of the trip origin to the most exterior door of the trip destination.
- c. On-demand, Curb-to-curb Non-ADA Trip: These trips are for customers who have gone through the eligibility process and begin their trips within the denoted service area(s). Customers can travel to any destination within the Kansas City metropolitan area by hailing a vehicle via a mobile-app or choosing the correct prompt of the call center call tree to be connected to dispatch. Service is from the street curb at the trip origin to the street curb at the trip destination.

2. Additional service to be considered as part of the FREEDOM Program:

- a. Scheduled or On-demand, Door-through-door ADA Trip: These trips are for customers who are qualified for ADA complementary paratransit service under the Americans with Disabilities Act of 1990, and have been determined, as part of the eligibility process, to need a particular level of care. There is no residency requirement for these customers. Trips are only provided where and when RideKC bus service is available. There is no age limitation for this type of service. This service allows service providers to enter the building at the trip origin and trip destination and assist with packages and entering/exiting buildings ONLY at the discretion of the customer.

3. When the trip qualifies under the ADA category and the non-ADA category, it is automatically classified as an ADA trip (for example, an elderly Kansas City resident, who is qualified for non-ADA and ADA service and takes a trip where and when fixed-route bus service is available).

B. Eligibility Process

Prospective customers must complete an application and participate in an in-person functional assessment. KCATA contracts with a firm to determine eligibility for all programs. If deemed qualified for transportation services, the customer is issued a photo identification card with an identification number.

C. Selected Service Statistics, and Run and Employee Information

- 1. Tables 1-3 below provides FREEDOM (ADA and non-ADA) service statistics for calendar years 2014, 2015, 2016, and 2017 for the portion of the service provided on dedicated vehicles (excludes taxied trips) in KCATA's service area; Johnson County, and Independence. Included are total scheduled trips, advance cancellations, late cancellations, no-shows, performed eligible rider trips, PCAs, companions, total passengers (eligible riders plus attendants and companions), ambulatory passengers, non-ambulatory passengers, total vehicle-hours, revenue vehicle-hours, dedicated vehicle productivity total vehicle-miles, and revenue vehicle-miles. Table 4- 5 provides taxied trip data for calendar year 2017.

Table 1. Freedom Dedicated Vehicle Service Data for Kansas City, MO
Calendar Years 2014-2017

	2014	2015	2016	2017
Scheduled Trips	308,379	315,787	306,879	299,944
Advance Cancellations	37,521	37,617	28,214	28,974
Late Cancellations	9,349	9,921	9,606	7,918
No-Shows	20,771	15,520	12,847	12,887
Performed Eligible Rider Trips	240,738	248,024	252,152	246,133
PCAs	19,178	18,425	18,883	17,817
Companions	1,113	1,054	2,305	2,584
Total Passengers	257,590	267,503	273,340	266,534
Ambulatory Passengers	192,094	200,242	206,487	194,410
Non-Ambulatory Passengers	65,496	67,261	66,853	72,124
Total Vehicle Hours	181,911	189,084	183,649	170,959
Revenue Vehicle Hours	147,414	150,080	152,132	146,560
Productivity (Eligibility. Rider Trips/Revenue-Vehicle-Hours)	1.63	1.65	1.66	1.68
Total Vehicle-Miles	2,612,921	2,812,278	2,797,788	2,696,142
Revenue Vehicle-Miles	2,290,459	2,450,630	2,436,036	2,386,548

Table 2. Freedom Non-ADA Dedicated Vehicle Service Data for Johnson County
Calendar Years 2014-2017

	Calendar Years			
	2014	2015	2016	2017
Scheduled Trips	26,586	27,158	28,108	29,232
Advance Cancellations	775	792	819	852
Late Cancellations	145	148	153	159
No-Shows	195	199	206	214
Performed Eligible Rider Trips	25,471	26,019	26,929	28,006
PCAs & Companions	202	206	214	222
Total Passengers	25,673	26,225	27,143	28,229
Ambulatory Passengers	20,914	21,364	22,111	22,996
Non-Ambulatory Passengers	4,759	4,861	5,031	5,233
Total Vehicle Hours	13,056	13,337	13,804	14,356
Revenue Vehicle Hours	10,412	10,636	11,009	11,449
Productivity (Eligible. Rider Trips/Revenue-Vehicle-Hours)	2.45	2.45	2.45	2.54
Total Vehicle-Miles	278,271	284,254	294,203	305,971
Revenue Vehicle-Miles	208,188	212,664	220,107	228,912

Table 3. Freedom Traditional Dedicated Service Data for Independence, MO
Calendar Year 2014 – 2017

	Calendar Years			
	2014	2015	2016	2017
Scheduled Trips	20,834	21,478	22,142	22,827
Advance Cancellations	2,129	2,195	2,263	2,333
Late Cancellations	611	630	650	670
No-Shows	684	705	727	749
Performed Eligible Rider Trips	17,341	17,877	18,430	19,000
PCAs & Companions	1,752	1,807	1,862	1,920
Total Passengers	19,093	19,684	20,292	20,920
Ambulatory Passengers	14,193	14,632	15,084	15,551
Non-Ambulatory Passengers	4,901	5,053	5,209	5,370
Total Vehicle Hours	10,860	11,196	11,543	11,900
Revenue Vehicle Hours	9,679	9,978	10,287	10,605
Productivity (Eligible. Rider Trips/Revenue-Vehicle-Hours)	1.79	1.79	1.79	1.79
Total Vehicle-Miles	136,264	140,478	144,823	149,302
Revenue Vehicle-Miles	118,250	121,907	125,677	129,564

Table 4. Freedom Taxied Trip Data for KCMO – Calendar Years 2014-2017

	Calendar Years			
	2014	2015	2016	2017
Taxi Eligible Trips	4893	25075	29083	30552
PCAs and Companions	353	1844	2164	2225
Taxied Total Passengers	5189	26919	31247	32716
Taxi Revenue-Miles	63726	288333	301302	306960
Taxi Revenue-Hours	2274	11001	12137	12681
Taxi Productivity (Eligible Rider Trips/Revenue-Hours)	2.28	2.45	2.57	2.58

Table 5. Freedom Taxied Trip Data for Johnson County, Calendar Years 2014-2017				
	Calendar Years			
	2014	2015	2016	2017
Taxi Eligible Trips	33571	34609	35680	36783
PCAs and Companions	747	771	794	819
Taxied Total Passengers	31555	32531	33537	34574
Taxi Revenue-Miles	288408	297328	306524	316004
Taxi Revenue-Hours	7988	8235	8490	8752
Taxi Productivity (Eligible Rider Trips/Revenue-Hours)	3.84	3.95	4.08	4.20

2. Tables 6 and 7 provide typical call center telephone volume and performance data. Table 3 provides data for the trip reservations line and Table 4 provides data for the “Where’s my ride?” dispatch line. Included are the total number of calls received and total number of calls answered for a typical weekday, a typical Saturday, and a typical Sunday. Selected hold time data is also provided. Weekday data is based on a recent sample week. Weekend data is based on several recent selected sample days.

Table 6. Freedom Telephone Volume and Performance Data (Reservations Line)			
	Avg. Weekday	Avg. Saturday	Avg. Sunday
Calls Received	508	191	172
Calls Answered	495	185	165
Calls Abandoned	32	6	7
#/% Answered in ≤ 3 min.	91	N/A	N/A
#/% Answered in ≤ 5 min.	9	N/A	N/A

Table 7. Freedom Telephone Volume and Performance Data (Dispatch Line)			
	Avg. Weekday	Avg. Saturday	Avg. Sunday
Calls Received	389	168	90
Calls Answered	375	155	86
Calls Abandoned	14	13	4
#/% Answered in ≤ 3 min.	100	100	100
#/% Answered in ≤ 5 min.	100	100	100

3. A work schedule that shows staffing and daily work shifts in the current regional call center is provided as Appendix B.
4. KCATA and the current service provider have developed runs for the dedicated (non-taxi) portion of the FREEDOM operation. This includes extra board runs. Detailed information about all of these runs is provided in Appendix C.
5. Rates of pay for FREEDOM vehicle operators, recently negotiated between the current service provider and the union representing vehicle operators, are provided in Appendix D.

D. Projected Growth

1. For purposes of this RFP, KCATA is estimating a modest 3% growth in ridership per year. Similar increases in vehicle revenue-hours of service, total miles of service, and call volumes should be used to develop staffing, vehicle, and cost estimates. Tables 8- 10 below shows FREEDOM dedicated vehicle (non-taxi) service data for calendar year 2017 plus the five calendar years of the expected contract (2019-2022). These projections are based on an estimated 3% growth each year. Taxi data for the same six-year period is provided in Tables 11-12.

Table 8. Projected Freedom Dedicated Vehicle Service Data for Kansas City, MO,
Calendar Years 2018 – 2022

	Calendar Years				
	2018	2019	2020	2021	2022
Scheduled Trips	229,457	236,341	243,431	250,734	258,256
Advance Cancellations	22,165	22,830	23,515	24,220	24,947
Late Cancellations	6,057	6,239	6,426	6,619	6,818
No-Shows	9,859	10,154	10,459	10,773	11,096
Performed Eligible Rider Trips	188,292	193,940	199,759	205,751	211,924
PCAs	13,630	14,039	14,460	14,894	15,341
Companions	1,977	2,036	2,097	2,160	2,225
Total Passengers	203,899	210,015	216,316	222,805	229,490
Ambulatory Passengers	148,724	153,185	157,781	162,514	167,390
Non-Ambulatory Passengers	55,175	56,830	58,535	60,291	62,100
Total Vehicle Hours	130,784	134,707	138,748	142,911	147,198
Revenue Vehicle Hours	112,118	115,482	118,946	122,515	126,190
Productivity (Eligible Rider Trips/Revenue-Vehicle-Hours)	1.68	1.68	1.68	1.68	1.68
Total Vehicle-Miles	2,062,549	2,124,425	2,188,158	2,253,803	2,321,417
Revenue Vehicle-Miles	1,825,709	1,880,480	1,936,895	1,995,002	2,054,852

Table 9. Projected Freedom Dedicated Vehicle Service Data for Johnson County,
Calendar Years 2018 – 2022

	Calendar Years				
	2018	2019	2020	2021	2022
Scheduled Trips	34,866	35,911	36,989	38,098	39,241
Advance Cancellations	3,595	3,703	3,814	3,928	4,046
Late Cancellations	749	771	794	818	843
No-Shows	286	295	304	313	322
Performed Eligible Rider Trips	32,241	33,208	34,205	35,231	36,288
PCAs & Companions	342	352	363	374	385
Total Passengers	35,677	36,747	37,850	38,985	40,155
Ambulatory Passengers	32,074	33,036	34,027	35,048	36,099
Non-Ambulatory Passengers	3,603	3,711	3,823	3,938	4,056
Total Vehicle Hours	17,418	17,940	18,478	19,033	19,604
Revenue Vehicle Hours	14,040	14,462	14,895	15,342	15,803
Productivity (Eligible Rider Trips/Revenue-Vehicle-Hours)	2.30	2.30	2.30	2.30	2.30
Total Vehicle-Miles	363,428	374,331	385,561	397,128	409,042
Revenue Vehicle-Miles	276,214	284,500	293,036	301,827	310,881

Table 10. Projected Freedom Traditional Service Data for Independence, MO,
Calendar Years 2018 – 2022

	Calendar Years				
	2018	2019	2020	2021	2022
Scheduled Trips	23,512	24,217	24,944	25,692	26,463
Advance Cancellations	2,403	2,475	2,549	2,626	2,705
Late Cancellations	690	711	732	754	777
No-Shows	771	795	818	843	868
Performed Eligible Rider Trips	19,570	20,157	20,762	21,385	22,026
PCAs & Companions	1,978	2,037	2,098	2,161	2,226
Total Passengers	21,548	22,194	22,860	23,546	24,252
Ambulatory Passengers	16,018	16,498	16,993	17,503	18,028
Non-Ambulatory Passengers	5,531	5,697	5,868	6,044	6,225
Total Vehicle Hours	12,257	12,624	13,003	13,393	13,795
Revenue Vehicle Hours	10,923	11,251	11,588	11,936	12,294
Productivity (Eligible Rider Trips/Revenue-Vehicle-Hours)	1.79	1.79	1.79	1.79	1.79
Total Vehicle-Miles	153,781	158,394	163,146	168,041	173,082
Revenue Vehicle-Miles	133,451	137,454	141,578	145,825	150,200

Table 11. Projected Freedom Taxi Data for Kansas City, MO,
Calendar Years 2018 - 2022

	Calendar Years				
	2018	2019	2020	2021	2022
Taxi Eligible Trips	30552	31469	32413	33385	34387
PCAs and Companions	2225	2291	2360	2431	2504
Taxied Total Passengers	32716	33697	34708	35750	36822
Taxi Revenue-Miles	306960	316169	325654	335423	345486
Taxi Revenue-Hours	12681	13061	13453	13856	14272
Taxi Productivity (Eligible Rider Trips/Revenue-Hours)	2.58	2.66	2.74	2.82	2.90

Table12. Projected Freedom Taxi Data for Johnson County,
Calendar Years 2018 – 2022

	Calendar Years				
	2018	2019	2020	2021	2022
Taxi Eligible Trips	37886	39023	40194	41400	42642
PCAs and Companions	844	869	895	922	949
Taxied Total Passengers	35611	36680	37780	38913	40081
Taxi Revenue-Miles	325484	335249	345306	355665	366335
Taxi Revenue-Hours	9015	9285	9564	9851	10146
Taxi Productivity (Eligible Rider Trips/Rev-Hours)	4.20	4.20	4.20	4.20	4.20

2. These estimates are provided for general planning purposes only. They do not represent a guaranteed volume of service to contractors by KCATA. In estimating costs, proposers should be prepared to accommodate demand at the level displayed in Tables 5 and 6.

E. Current and Projected Fleet

To operate the run schedule shown in Attachment A-3 and to meet peak pullout and spare ratio requirements, the current service providers operates a fleet of 98 vehicles. Currently, the fleet consists of 2 sedans, 43 minivans, 15 high roof lift van, and 38 body-on-chassis minibuses. 55 units, 56% of the fleet, is currently provided by the agency. KCATA projects a slight reduction in the number of vehicles needed at the start of the new contract. However, KCATA assumes a 2.5% growth in trips each year. It is anticipated that the new contract will require a fleet of 96 vehicles to start on January 1, 2019. Projected fleet size by year for the five years if the contract, assuming 2.5% growth each year is:

2018	98 vehicles
2019	96 vehicles
2020	98 vehicles
2021	101 vehicles
2022	103 vehicles

The above fleet estimates are provided for general scoping purposes only. Depending on actual growth in demand and on other scheduling factors, the actual fleet size may vary from these

estimates. Proposers must be prepared to provide an adequate number of vehicles to meet the demand and the run coverage and spare ratio requirements of this RFP.

To provide greater flexibility in the scheduling and dispatching of trips, and to promote increased trip grouping and increased productivity, KCATA desires a different fleet mix under this contract. A mix of 46% accessible minivans, 39% body on chassis cutaways and 15% accessible extended length high roof vans is desired throughout the term of the contract.

Vehicles owned by the agency shall be provided to the bidder to lease for the initial term of this agreement. The bidder shall be responsible for providing vehicle maintenance and insurance coverage consistent with the terms of the lease (see Appendix E). Agency owned vehicles are assigned to Zone 3 and Zone 4. The following is a list of the vehicles provided by agency:

Zone 1

Quantity	Year	Make	Model
6	2018	Ford	Diamond Cutaway
4	2014	Ford	Areotech 220
4	2014	Ford	Diamond Cutaway
1	2013	Ford	Areotech 220

Zone 3

Quantity	Year	Make	Model
22	2017	Dodge	Grand Caravan SE
12	2017	Ford	Transport

Zone 4

Quantity	Year	Make	Model
3	2017	Dodge	Grand Caravan SE
3	2017	Ford	Transport

F. Service Area Requirements

1. ADA Service is provided for trips when both origin and destination are within $\frac{3}{4}$ of a mile of a fixed bus route and includes areas within the cities of Kansas City, North Kansas City, Gladstone, Raytown, Lee's Summit, Independence and Riverside in Missouri; and the cities of Kansas City, Mission, Roeland Park, Leawood, Prairie Village and Overland Park in Kansas. A map of the ADA Paratransit Service area is provided in Appendix A KCATA is responsible for defining the ADA service area within the Reveal scheduling system.
2. Non-ADA Service is provided to origins and destinations within one of three zones, predominantly defined as: Independence in Missouri, and Johnson County and Wyandotte County in Kansas. Eligible trips for any zone must originate within that zone. Customers are permitted to travel to destinations outside the zone as long as they agree to pay the applicable fare. Given the fare and service structure, it is not expected that many Non-ADA Paratransit customers will make trips over 15 miles in length. A map of the Non-ADA Paratransit Service area is provided in Appendix A. KCATA is responsible for defining the Non-ADA service area within the Reveal scheduling system.
3. On-demand Service is to be provided throughout the four zones, predominantly defined as: Kansas City and Independence in Missouri, and Johnson County and Wyandotte County in Kansas. Additionally, the on-demand service may be applied to townships and cities adjacent to the described service area. Eligible trips must originate in the defined on-demand service area. Customers are permitted to travel to destinations outside the service area as long as they agree to pay the applicable fare. Given the current fare and service structure, it is not expected that many

on-demand customers will make trips over 8 miles in length. A map of the on-demand service area is provided in Appendix A. KCATA is responsible for defining the on-demand service area within the Reveal scheduling system but are open to discussing this arrangement.

4. Door-through-door service, if included as part of bid, is provided to origins and destinations within one of four zones, predominantly defined as: Kansas City and Independence in Missouri, and Johnson County and Wyandotte County in Kansas. Eligible trips for any zone must originate within that zone. Customers are permitted to travel to destinations outside the zone as long as they agree to pay the applicable fare. Given the fare and service structure, it is not expected that many door-through-door customers will make trips over 15 miles in length. A map of the door-through-door service area is the same as the Non-ADA Paratransit Service area and is provided in Appendix A. KCATA is responsible for defining the eligible customers and service area for door-through-door service within the Reveal scheduling system.
5. The selected service provider(s) for ADA and non-ADA services will be assigned routes that may include trips in any part of service area zone applied for. Proposers are asked to propose service facilities within the zone bid upon where trips are to be concentrated.

G. Days and Hours of Operation

Both ADA and Non-ADA service hours are defined in Table 13 below.

Table 13. Service Days and Hours by Service Zone and Service Type

Zone	Service Type	Service Hours
Kansas City, MO	ADA	During hours of local fixed-route service
City of Independence, MO	ADA	Monday - Saturday 5:30am - 7:00pm
	Non-ADA	Monday - Saturday 5:30am - 7:00pm
Johnson County, KS	ADA	Monday - Friday 6:00am - 6:00pm
	Non-ADA	Monday - Friday 6:00am - 6:00pm
Wyandotte County, KS	ADA	Monday - Friday 5:30am - 9:00pm
	Non-ADA	Monday - Friday 7:00am - 7:00pm
All Areas	Non -ADA, on-demand, mobile-app	24 hours a day, 7 days a week

H. Trip Purposes

Currently, customers – both ADA and Non-ADA – may request trips for any purpose and trip requests are accepted, scheduled and provided without any prioritization.

I. Companions & Attendants

1. Personal Care Attendants (PCAs) should always be allowed to accompany the eligible ADA customer when requested and when the eligible customer has been certified as “attendant eligible.” ADA customers must reserve space for the PCA. No more than one PCA per customer is permitted. If requested by the eligible customer, at least one companion should also be accommodated, and will be charged the same rate as the customer. Additional companions may be accommodated on a “space available” basis.

2. Non-ADA customers are eligible to travel with a companion but must reserve space for the companion. The companion pays twice the fare of the Non-ADA customer and must be transported to and from the same origin and destination as the customer.
3. On-demand customer are eligible to travel with PCAs and companions at no additional cost (i.e. for one single fare). The number of companions can be as many as there are spaces with seatbelts.

J. Trip Reservation Policies

1. ADA and Non-ADA Scheduled Services operate on a “next day” advance reservation basis. Trip requests are accepted from 14 days in advance up to 4:45 PM on the day before the day of service. The On-demand Service is a same-day service with a limited wait time between reservation booking and pick-up. Applicants offering door-through-door service should state how reservations are to be taken and honored.
2. Same-day trips for ADA and Non-ADA Scheduled Services are also accommodated on a space available basis and when possible without compromising service quality and performance for customers already scheduled.
3. Standing order/subscription service for is provided for trips made on an ongoing basis at the same time, to and from the same origins and destinations at least three times per week.
4. Trips are scheduled in “real time” – ADA and Non-ADA Scheduled Services pickup times are negotiated with customers and scheduled times are provided at the time of the call to the maximum extent possible.
5. Trip scheduling for the On-demand Service should adhere to parameters established by KCATA. Currently, the On-demand Service has the following parameters: fares established for eligible ADA and Non-ADA customers, the maximum distance KCATA will subsidize the trip, total number of subsidized trips per day and the area in which trips must originate. It is likely KCATA will wish to see a preference for pooled or shared rides via programmed parameters. These parameters, and possibly others, may need to be put in place or changed throughout the time of the contract.
6. KCATA and its RideKC partners currently uses Reveal Management Systems software for the FREEDOM program to assist with reservations, scheduling, dispatching, data management, reporting, and overall service management. KCATA reserves the right to obtain different software and to require any contractors under this procurement to use the new software. The change in software could be at any point during the term of the contracts executed with the control center contractor or service provider contractors. If KCATA elects to obtain and use different software, it will negotiate with the control center and service provider contractors to reimburse any documented and agreed upon additional costs for making this change.

K. Pick-Up and Drop-Off Points and Level of Assistance Provided

1. Pickup and Delivery Points: ADA and Non-ADA Scheduled Service Contractor will provide door-to-door service to the maximum extent possible without “losing control and oversight” of vehicles or other customers. This is defined as assistance to or from the exterior-most door of a residence or designated address. This does not mean interior doors within an apartment complex, large medical facility, or other large facility. Drivers should not go beyond the threshold of the exterior-most door and KCATA will not accept responsibility for services rendered beyond this point. On-demand Service Contractor will provide curb-to-curb service from the trip origin to the trip destination. Door-through-door Service Contractor will provide assistance as deemed warranted by the customer within the address of the trip origin and within the address of trip destination.

2. If the ADA or Non-ADA Scheduled Service customer requires assistance beyond the exterior-most door, it is the customer's responsibility to have either a Personal Care Attendant (PCA) or companion travel with him/her, arrange to have someone other than the driver assist him/her at the origin/destination, or to ensure that the customer's eligibility states that he/she is eligible for door-through-door service.
4. Drivers are to provide customers appropriate assistance in boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with passenger restraint systems as appropriate.
5. ADA and Non-ADA Scheduled Service and Door-through-door Service customers are allowed up to five (5) grocery bags or two (2) regular sized laundry baskets. The driver must assist the customer with these items to the exterior door of the customer's destination, at no charge. There is no requirement for On-demand Service drivers to assist customers with bags or parcels.

L. Customer Fares

Customer fares are based on factors including service and trip type, trip distance and location, assistance needed, and whether there are attendants and/or companions. Fares are automatically calculated by the Reveal system using information entered by reservationists and customers are informed of the fare when trips are booked. Fares are displayed on the run manifests. The contractor is responsible for collecting the fares indicated for each customer. Fares totals, as verified in fare collection reports, are deducted from provider billings.

M. Customer Identification

Upon arriving to pick up the customer(s), the driver is required to check the customer's RideKC FREEDOM I.D. card (issued by KCATA) to ensure that the customer number matches the I.D. number on the manifest.

N. Wheelchair Securement and Use of Seat Belts

For safety purposes, drivers must ensure that all customers and mobility aids are secured inside the vehicle. Each passenger seat must be equipped with a seat belt and each wheelchair securement position must be equipped with a securement device meeting ADA standard, a seat belt and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided. All customers must wear the provided seat belt. If a customer refuses to comply with the seat belt policy, the driver will notify dispatch and will not move the vehicle until the situation has been appropriately resolved. Customers who use wheelchairs should be offered the use of the shoulder harness but have the right to refuse its use if other customers on the vehicle are not required to use a shoulder harness.

O. Scooters

Customers who use three-wheeled scooters should be strongly encouraged to transfer to a customer seat but cannot be required to transfer. If customers refuse to transfer, drivers are to radio dispatch and dispatchers are to record the refusal. Drivers are expected to help in the transfer if the transfer can be made without lifting or carrying the customer.

P. Child Seats

State law requires all children three (3) years of age and under to have a child seat and/or restraint. Children under three (3) years of age will be in a child restraint furnished by the parent/guardian when riding as a companion of a FREEDOM customer, or when the child is the ADA-eligible participant.

Q. Display Fares

All vehicles should display in full customer view a current schedule of fares provided by KCATA.

R. Return Trips

For all ADA and Non-ADA Scheduled Service trips, Customers must specify a requested return trip pickup time. For medical trips only, if customers are unable to estimate a return trip pick up time, the customer is to use the On-demand Service option. Customers will also be informed of the On-demand Service when a trip is booked so they are aware of the potential wait/response time. Customers with certain medical conditions, such as dialysis, or customers necessitating a higher-level of care may apply to become eligible for door-through-door service.

S. Add-Ons

It is KCATA's practice to accept "add-on" trip requests to ADA and Non-ADA Scheduled Services when there is time and space to accommodate these requests and when doing so will not cause the service provided to customers already booked in the system to receive a level of service below that set by service standards. Add-ons are defined as unscheduled trips to remedy a missed trip that was previously scheduled, or a customer no-show on return trips (to avoid stranding customers who were previously taken to the destinations). For greater flexibility in "add-on" trip requests, customers are encouraged to use the On-demand Service option.

T. Refusing Service

The contractor should not refuse service to eligible customers making eligible trips except when the location is inaccessible, or the customer's behavior is violent, illegal, or seriously disruptive. Drivers and dispatchers must take appropriate actions to handle these situations when they arise. Contractor staff should bring inaccessible locations to the attention of KCATA's Director of Paratransit Contract Servicer who will assess the location and make a final determination about future service to that site. Incidents of violent, illegal or seriously disruptive customer behavior should immediately be brought to the attention of KCATA's Director of Paratransit Contract Servicer. KCATA will investigate the incident and determine the course of action.

U. Service and Performance Standards

Quality of service is very important in this project. KCATA reserves the right to make unannounced visits to the facilities of any provider/contractor for the purpose of inspecting records and equipment relating to safety and quality of service. Such inspections shall include, but shall not be limited to, trip records, billing records, accident records, vehicle records, training procedures, employee training and performance records.

The providers/contractors shall be required to work together and with KCATA to enable all service quality and efficiency standards set forth in this RFP to be achieved. All standards and rules described in this RFP shall be designed to provide maximum efficiency and quality of service and must be complied with always. Should any service standard set forth in this RFP not be met, KCATA will undertake a review of service operations and, based on the findings of this review, reserves the right to require changes in operating practices to correct any identified issues. Should corrections not be made

within a time period satisfactory to KCATA, KCATA reserves the right to take other actions, including termination of contracts. Several specific areas relating to service quality and performance are described below:

1. Complaints: Complaints shall be received by KCATA. If riders call the providers/contractors to register a comment/complaint, provider/contractor staff shall politely refer the caller to the appropriate KCATA office and shall provide the appropriate KCATA telephone number. Copies of all written correspondence regarding the paratransit service and addressed to the provider/contractor shall also be forwarded to KCATA within two (2) business days of their receipt. Complaints received by KCATA may be forwarded to the appropriate provider or contractor for investigation. If forwarded, the provider/contractor shall thoroughly investigate the complaint and shall provide a detailed response of findings and proposed corrective actions within five (5) business days of receipt. KCATA will then review the complaint, results of the investigation, proposed corrective action and shall decide and communicate to providers/contractors the required corrective action.

It is KCATA's goal to have fewer than four (4) valid complaints for every 1,000 one-way eligible rider trips provided.

2. Accidents and Injuries: All accidents and injuries shall be reported to KCATA. An injury is an accident or incident where the driver and/or customer was injured, required medical attention, and was transported to a hospital from the scene of the accident or incident. Drivers shall report all accidents and injuries to dispatch immediately and emergency services shall be notified immediately. An initial report of accidents or injuries shall then be made to KCATA by telephone immediately by the provider/contractor. Written reports shall follow from the provider/contractor within three (3) working days. A police report shall be filed for any accidents and shall be reported to local authorities. KCATA shall receive a copy of any police report pertaining to service provided on behalf of KCATA.

It is KCATA's goal to have less than one (1) preventable accident for every 100,000 vehicle-miles of service provided. It is also KCATA's goal to have no customer injuries.

3. Trip Denials: In accordance with ADA requirements, reasonable scheduling options are to be provided to all ADA paratransit eligible riders for all eligible trip requests made. Reasonable trip offers shall be made within one hour of the requested pickup or drop-off time and shall also meet the underlying purpose of the trip. It is KCATA's goal that 100% of all ADA eligible trip requests be accommodated.

It also is KCATA's goal that, to the extent allowable given the available resources, all non-ADA FREEDOM trip requests be accommodated. Reasonable trip offers may be negotiated with non-ADA FREEDOM customers beyond one hour of the requested pickup or drop-off time so long as the offers meet the underlying purpose of the trip. As of the time of this RFP, no trip limitations were in effect for the FREEDOM program, with the exception of the number of subsidized FREEDOM On-demand Service trips which is set to 4 trips per day. In the future, however, KCATA may request that the provider/contractor implement trip limits for all non-ADA FREEDOM trip types.

4. Trip Caps and Waiting Lists: Trip caps and waiting lists shall not be employed for ADA eligible trip requests. At the time of this RFP, trip caps and waiting lists also were not in use for FREEDOM trips. However, KCATA may require that trip caps or waiting lists be implemented for non-ADA FREEDOM trips only.
5. On-Time Performance: All contractors/providers shall strive and conduct operations to perform all pickups and drop-offs on-time. All pickups and drop-offs shall be completed on time or as close to on-time as possible. Pickups will be considered "on-time" if drivers arrive at the pickup

location no more than fifteen (15) minutes after the time negotiated and stated to riders. A minimum on-time pickup rate in any given month of 90% or better is required and a rate of 95% or better is desired.

Pickups shall be considered “early” but still on time if made more than fifteen (15) minutes before the time negotiated with the rider. Early trips shall be reported to KCATA by the provider/contractor but shall not be included in calculations of on-time performance incentives and disincentives.

Where trips are scheduled based on an “Appointment” or “Latest Drop-Off Time,” drop-offs will be considered “on-time” if made from thirty (30) minutes before and up to the recorded appointment/desired drop-off time. Drop-offs any time after the stated appointment/desired arrival time will be considered late and those more than 30 minutes before shall be considered too early. A minimum on-time drop-off rate in any given month of 90% or better is required and a rate of 95% or better is desired.

Excessively late trips are those where the pickup is made more than 60 minutes after the scheduled/negotiated time. The standard for excessively late trips is no more than 0.5% of all performed eligible rider trips, with these being for reasons outside the provider/contractor control (e.g., weather, atypical traffic). The goal is to have no excessively late trips.

6. Run Coverage: All scheduled runs be covered, and all runs must pull-out on-time. An adequate pool of drivers and scheduled extra board shall be maintained to ensure on-time pull-out of all scheduled runs, and performance of all runs by a dedicated driver and vehicle.
7. Missed Trips: A missed trip shall be defined as either: (1) a scheduled trip not made by the rider because the vehicle failed to show up within the on-time performance window; or (2) a trip that was scheduled but not performed due to operational error (e.g., driver overlooked on the schedule). When missed trips occur, dispatchers shall include detailed reasons for the occurrence in the trip notes portion of the Reveal software.

All contractors/providers shall strive and conduct operations to have no missed trips. For the purposes of this RFP, KCATA has established a performance standard of having no more than 0.5% of scheduled trips missed.

8. Vehicle Wait Time and No-Shows: Drivers shall be required to wait up to five (5) minutes within the pickup on-time performance window described in “On-Time Performance” subsection above for passengers to come out to the vehicles. Failure to wait a full five (5) minutes, unless there is clear communication indicating that the rider will not be traveling as planned, will be considered a violation of KCATA policies. If the passenger does not board the vehicle within the five-minute wait time, the drivers shall notify a dispatcher, who shall attempt to call or notify the passenger. The driver may not depart without the scheduled passenger until instructed by the dispatcher. Dispatchers shall be required to maintain trip notes in the Reveal system of all “no shows.” This shall include the result of the attempt to call, the time the no-show was authorized, and a brief description of the residence or a nearby landmark as described by the driver as a way to ensure that the driver was at the correct location. Drivers shall also note on the manifest that the dispatcher instructed them to continue in service.
9. In-Vehicle Time. The contractor/provider shall ensure that trips with a direct (shortest-path) travel distance of fifteen (15) miles or less do not exceed sixty (60) minutes duration and that trips of longer mileage be provided in no more than ninety (90) minutes. Very long regional rides may only exceed the ninety (90) minute maximum ride time if an analysis shows that these ride times are comparable to fixed route ride times for similar trips. Travel time standards can also be exceeded if the trips in question are agency group subscription trips and longer ride times are

acceptable to riders and agencies. Scheduled or actual in-vehicle ride times longer than these established standards should be explained in scheduler or dispatcher notes.

All contractors/providers shall strive and conduct operations to have no trips exceed the maximum in-vehicle ride times. For the purposes of this RFP, KCATA has set a performance standard of having no more than 5% of all performed trips exceed the in-vehicle ride times.

In-vehicle time is calculated from the time a vehicle departs from the pickup location until it arrives at the drop-off location.

10. Productivity. The providers/contractors shall take the lead in creating a run structure, and shall set driver shifts and conduct reservations, scheduling and dispatching in a way that achieves maximum productivity within the service quality standards established. KCATA has established a productivity goal of providing at least 1.75 one-way eligible rider trips per vehicle revenue-hour. KCATA has also established a minimum productivity of 1.55 one-way eligible rider trips per vehicle revenue-hour. A review of provider/contractor policies and practices will be undertaken if a productivity below this minimum persists for more than two consecutive months.
11. Telephone Service Performance: It is KCATA's goal to have 90% of all calls answered within 3 minutes and 95% of calls answered within 5 minutes. This standard shall apply to both the reservations line and the dispatch ("Where's my ride?") line.
12. Driver and Staff Professionalism: All provider/contractor drivers and staff shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior by drivers or other staff shall be considered unacceptable. If a driver or other provider/contractor employee is not serving customers appropriately, KCATA may require that the driver or other employee be removed from service.
13. Driver Baseline Starting Wage: The agency requires contractor/provider responding to this RFP to have a baseline starting wage for drivers at \$14.00 per hour. Fringe benefits shall not be considered part of the baseline starting wage. The successful responder to the bid must comply with the baseline wage requirement.
14. Uniforms: Drivers of ADA and Non-ADA Scheduled services shall be required to wear neat, clean and tucked uniforms at all times. The uniform shall consist of the KCATA logo, dark color trousers, light color shirt, and dark color outer garment. Each driver shall be required to wear an identification badge. KCATA shall approve the uniform before it is used in service. Drivers of On-demand and Door-through-door Services shall be required to be hygienic and presentable at all times when on duty.
15. Vehicle Cleanliness/Appearance: All vehicles used for the ADA and Non-ADA Scheduled Service shall either be provided by or approved by KCATA. No other vehicles shall be authorized without direct approval of KCATA. The Providers of all services shall be responsible for vehicle cleaning and appearance. All vehicles of all services shall be clean and free of dirt and litter.

Drivers and passengers shall not eat, drink, or smoke in any vehicle used in service (except passengers specifically authorized by KCATA for reasons related to their disability). The interior of each vehicle shall be cleaned every day, with a thorough cleaning and scrubbing of the full interior once per month.

The vehicle's exterior shall remain clean and free of dirt or grime. The vehicle's exterior shall be washed and scrubbed at least every two days. In inclement weather, vehicles may require more frequent washing.

Any body damage to vehicles shall be reported by the service provider's drivers to dispatchers immediately. The provider/contractor shall then report body damage to KCATA before the close of the next business day. Vehicles with body damage shall be removed from service and shall not be placed back in service until repairs are made, unless their use is specifically approved by KCATA. KCATA may order that a vehicle be removed from service immediately if it fails to meet any of these standards.

3.5 KCATA Responsibilities

Regardless of the service design OPTION selected, KCATA shall have responsibility for the following administrative and management functions for the FREEDOM service.

- A. Establish operating and maintenance requirements for the provider/contractor;
- B. Provide continuing short and long-range service planning;
- C. Develop and implement policies and standards on issues related to KCATA's paratransit services, including, but not limited to, service area, vehicle hours, fares, and eligibility;
- D. Enter certified customer information into the Reveal system and maintain an up-to-date database of eligible customers;
- E. Determine trip eligibility and enter this information into the Reveal System;
- F. Review rider no-shows and late cancellations and implement any suspensions of service;
- G. Review service incidents involving customers and determine any conditions or suspensions of service to be imposed;
- H. Carry out marketing activities;
- I. Review unscheduled trips and "overflow" runs to determine if additional vehicle-hours are needed to meet all trip requests;
- J. Review the run structure and vehicle productivity to ensure that resources are used efficiently before additional vehicle-hours are authorized;
- K. Develop and maintain Reveal system parameters for the deployment, scheduling and manifest development of paratransit services in cooperation with the provider/contractor;
- L. Provide funding to support the authorized level of service capacity;
- M. Furnish the provider with sufficient licensed copies of the Reveal software system to allow for efficient service operation;
- N. Purchase annual support and maintenance services for the scheduling software;
- O. Purchase periodic technical services from Reveal to evaluate and refine parameter settings within the Reveal system;
- P. Manage customer service functions, including: handling all customer comments and complaints, investigating complaints; tracking and resolving complaints;

- Q. Inspect and approve any vehicles added to the appropriate service;
- R. Monitor the overall performance of the provider;
- S. Administer and monitor the contract, and inspect and monitor performance of the providers/contractors;
- T. Audit provider/contractor records;
- U. Investigate unsafe practices;
- V. Determine compliance with contractual requirements; and
- W. Final determination of service performance, including on-time performance.

3.6 Complaints

A complaint is defined as any written or verbal communication provided to contractor or KCATA which adversely reflects on the contractor's operation of services. KCATA is responsible for taking complaints and coordinating with the contractor and/or control center contractor to ensure expeditious investigation and resolution of complaints. All contractors should notify customers who wish to file complaints directly with the contractor that their complaints should be filed with KCATA. In addition, the contractors must promptly provide KCATA with the details and specifics of all complaints received directly by the contractors.

3.7 Customer and Public Communications

- A. KCATA is responsible for all media contacts, marketing FREEDOM and preparing any public information regarding FREEDOM.
- B. The contractor shall not communicate with the print, television, radio, electronic or any other type of media about any aspect of KCATA's paratransit system without prior, express written approval of KCATA. All inquiries from the press, agencies, entities, groups and the public are to be directed to KCATA. Failure to comply with this requirement may result in the removal of the culpable individual(s) from the project.

4. SERVICE PROVIDER RESPONSIBILITIES AND REQUIREMENTS

4.1 Contractor Responsibilities and Requirements

- A. Provide a full-time On-Site Project Manager to oversee the operation and be responsible for managing all aspects of the contractor's performance and responsibilities;
- B. Provide a clean and secure facility to house staff and vehicles;
- C. Obtain and license vehicles as needed;
- D. Meet all operations, equipment and maintenance requirements specified in the RFP;
- E. Meet employee hiring, retention and training standards specified in the RFP;
- F. Communicate daily with the control center regarding current and projected vehicle and driver availability and expected demand and number of runs for upcoming days;

- G. Review run manifests transmitted from the control center for feasibility and request changes to optimize service as appropriate;
- H. Supervise the check-in and check-out of drivers and provide drivers with paperwork and run manifests;
- I. Supervise the assignment of vehicles to drivers and the pull-out and pull-in of vehicles;
- J. Provide on-street road supervision and assistance as needed;
- K. Collect paperwork from drivers at the end of each run and check for completeness and accuracy;
- L. Provide a secure system for collecting and accounting for customer fares and tabulating the amount of fares that should have been collected and the actual amounts collected for each run;
- M. Report immediately to the control center any accidents, other non-routine events or operational deviations that result or may result in serious consequences to the contractor, to KCATA, to customers, or to the general public;
- N. Respond to and investigate any driver or operations issues noted by KCATA staff and take actions as appropriate;
- O. Investigate any customer comments or complaints forwarded by KCATA or the control center contractor and implement corrective actions required by KCATA;
- P. Implement and maintain a drug and alcohol testing program and drug-free workplace program;
- Q. Attend regularly scheduled and special meetings with KCATA staff at the request of KCATA;
- R. Assist KCATA in developing improvements to the paratransit system;
- S. Respond promptly and precisely to the KCATA or control center staffs' requests for information and submit operating, financial, and performance reports and invoices in a timely manner;
- T. Provide appropriate computer hardware and modem to interface with the KCATA host computer system and to operate the paratransit management software provided by and used by KCATA;
- U. Provide maintenance and upkeep of all KCATA provided or required computer hardware and software; and
- V. Maximize productivity of paratransit service resources consistent with KCATA direction and ADA regulations and guidelines.

4.2 Facility

- A. The service provider must provide a facility suitable for the operation of the service, Freedom storage of all vehicles, and indoor maintenance of vehicles. The facility should be capable of housing a fleet sufficient to meet expected service demand. **To allow for variations in the demand and fleet estimates, the proposed facility should be capable of housing fleet levels consistent with the projections, per zone, contained in this RFP.** The proposed facility shall include secure (fenced, lighted, and camera monitored) parking for all paratransit revenue vehicles. **The facility should be located within the zone in which the contractor is bidding.** All furnishings, equipment and supplies will be the responsibility of the provider. Proposers must identify the facility and provide diagrams of the actual or planned layout of the facility.

- B. Proposers who have not selected a facility to be used for this program must submit candidate sites that are being considered.

4.3 Office Equipment

- A. The contractor is required to install a telephone system that will provide reliable communications without busy signals or holds with the control center staff.
- B. The contractor will provide all computer hardware, copiers, fax machines and other equipment necessary to facilitate the operation and maintenance services for this equipment. This includes a desktop computer for the Project Manager, a copier, a laser printer, and a fax machine. The computer shall be state-of-the art and capable of interfacing with the KCATA's server to receive and quickly download run manifests.

4.4 Vehicles & Vehicle Maintenance

- A. It is the KCATA's intent to procure a regional paratransit fleet using federal funds. Vehicles procured for the regional fleet will be provided to the selected contractor(s) by way of a lease agreement with KCATA. The contractor is responsible for providing a portion of vehicles that will meet all Federal Motor Vehicle Safety Standards, State of Missouri and State of Kansas requirements and standards. All vehicles will be dedicated to transporting FREEDOM customers and shall not be used for other contracts or services.
- B. The fleet shall consist of a mix between mini buses and accessible minivans. KCATA will consult with the selected contractor(s) regarding vehicles selected for the regional fleet. However, the KCATA shall maintain the final decision on vehicles purchased for lease under this contract.
- C. Full-sized sedans, equipped with factory air conditioning, shall be provided. Body-on-chassis minibuses must meet all ADA design standards, FMVSS and NHTSA standards, and other applicable industry standards. Body-on chassis minibuses must also meet the following minimum specifications:
- a minimum interior width at shoulder height of 85", minimum interior headroom of 74" and maximum overall height of 118".
 - Minimum of 10 ambulatory passenger's seats with two wheelchair securement locations (10 ambulatory seats to be available when both wheelchair securement locations are occupied).
 - Wheelbase and overall body length to be designed to minimize overhang and maximize ride quality. Maximum overhang of 50% of wheelbase.
 - Axle and spring ratings to Freedomely accommodate maximum loads. Heaviest available shock absorbers. Ride assist in rear to provide for best possible ride quality (Mor-Ryde or approved equal).
 - Gas engine with heavy-duty drive train.
 - Wiring for all after-factory items to be separate from the factory wiring. All wiring added in the conversion process shall be properly grouped and shall meet highest SAE standards. Grommets shall be provided where wiring penetrates metal surfaces or other possible wear points.
 - Adequate heat (65,000 BTU minimum) and air conditioning (36,000 BTU minimum at normal engine idle speed) to provide for comfortable passenger temperatures year-round.

- Adequate stanchions and handrails to assist in boarding, alighting and interior circulation.
 - Adequate interior and exterior lighting.
 - Interior design shall allow for debarking of passengers located in either wheelchair securement area without first having to move the passenger in the other wheelchair securement area.
 - Highest quality ambulatory seating with adequate lumbar support for ride comfort. All ambulatory seats and wheelchair securement locations to be forward-facing.
 - Wheelchair lift to be located “mid-vehicle” (between the front and rear axle and behind the ambulatory entrance door).
 - Lift platform at least 32” wide and 48” long with a rating of 750 lbs. minimum.
 - Securement areas shall have continuous floor tracks and continuous wall mounted shoulder harness tracks for maximum flexibility in wheelchair placement.
 - Lift door height of 65” minimum measured from lift platform in raised position to door header.
 - A minimum 80” ambulatory entrance door height measured from the top of first step to door header. Minimum clear ambulatory door width of 24”. Maximum first step height of 12” with consistent risers of maximum 9” and no nosings.
- D. All vehicles (both sedans and body-on-chassis minibuses) are to be equipped with continuously recording on-board cameras capable of also capturing audio/sound. All recordings shall be saved for at least 10 days. Recordings involving accidents and/or incidents shall be saved for longer periods, as appropriate.
- E. Vehicles shall be equipped with Red Cross approved first aid kits appropriate for lift-van use, regulation examination gloves to handle exposure to blood and other bodily fluids, 10 lb. ABC UL-approved fire extinguishers, flare and reflector kit, and seat belt cutters. Service Providers shall resupply vehicles with this equipment as it is used.
- F. Proposers should provide a detailed description of the vehicles to be provided in their Technical Proposals. Service providers will be required to obtain KCATA approval of vehicle type and design before placing orders. All vehicles shall be inspected and approved by KCATA before being placed in service.
- G. Minivans shall be kept in service for no more than four (4) years or 150,000 miles. Body-on-chassis minibuses shall be kept in service for no more than five (5) years or 200,000 miles. KCATA reserves the right to request that vehicles be taken out of service sooner than this should documentation show that vehicle condition adversely affects service performance or service quality.
- H. A separate file must be maintained for each vehicle, which includes a complete maintenance and repair history, and inspection and licensing documentation.
- I. Vehicles will be maintained in accordance with a KCATA approved maintenance plan submitted by the contractor. This must include daily vehicle inspections, regular preventive maintenance in accordance with all equipment manufacturer requirements, and prompt repairs as needed. Drivers shall be given at least 15 minutes at the beginning of each shift to complete vehicle inspections. Vehicles with accident damage will be removed from service and repaired promptly. Vehicles shall be cleaned

daily and washed at least twice weekly (and more frequently as needed during bad weather). Vehicles will be maintained in a manner that will allow for the Freedom transportation of customers. Proposers shall include a maintenance and cleaning plan as part of their Technical Proposals.

- J. KCATA or its designee may inspect, unannounced or announced, the vehicles at any time either at the contractor's location, or while the vehicle is in service. If, in the opinion of KCATA, a vehicle does not meet KCATA Freedom standards, it may be "red tagged." A vehicle that has been "red tagged" must not go into service and/or must be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the contractor and verified by KCATA.
- K. The contractor is responsible for having an adequate number of vehicles to meet peak-hour pullout requirements plus an adequate number of available spares for same-day service needs. At least four (4) spare vehicles for every twenty (20) peak-hour runs shall be provided, with at least two (2) spares for every twenty (20) peak-hour runs available for service (i.e., not undergoing maintenance or repair).

4.5 Two-Way Mobile Radios

Two-way voice communication between the control center and drivers will be via hand-held radios. The selected service provider shall work together with KCATA or the selected control center contractor to obtain compatible mobile radio equipment. The service provider shall purchase enough units for all drivers, road supervisors, on-duty window dispatchers, the On-Site Project Manager, plus an adequate number of spares.

4.6 MDCs and AVL Technology

Automatic Vehicle Locators/Mobile Data Computers (AVLs/MDCs) will be used in all dedicated vehicles to allow real-time recording and trip data transmission and vehicle location. The service provider must also equip all vehicles with MDCs and AVL technology. The AVLs/MDCs must be compatible with KCATA's technology. The service provider will also be responsible for obtaining a maintenance contract for this equipment. As part of its technical proposal, the contractor should identify and describe the proposed MDC coupled with AVL technology equipment (model number, manufacturer specifications or other technical data). Proposer should also describe how they will enforce the use of AVLs/MDCs to include reporting requirements and the process to be followed in the event of failure of an MDC device.

4.7 Vehicle Markings

Vehicle markings required by KCATA are subject to negotiation before the proposal award. The provider must meet state and federal regulations regarding vehicle markings. Any required changes to existing vehicle paint schemes or markings shall be the responsibility of KCATA.

4.8 Development of Routes

- A. KCATA and/or the control center contractor will work with the selected provider to develop an initial run design that can be effectively implemented. This run structure will be used in the trip booking and scheduling process. The service provider will work with KCATA and/or the control center contractor to update and refine this run structure over the term of the contract.
- B. Final run manifests will be completed and transmitted to the provider by 6:00 PM on the evening before each day of service. The provider should review assigned runs and make preparations for driver and vehicle coverage. Runs should also be reviewed by the provider for "workability" and adjustments

may be requested from KCATA or the control center contractor up to 7:00 PM each day. Any changes to the original run manifests are made at the sole discretion of KCATA or the control center contractor.

4.9 Vehicle Operations

- A. The contractor will maintain an adequate pool of drivers and scheduled extra board drivers to ensure that all scheduled runs are covered and pullout on time.
- B. The contractor will provide staff to manage the driver check-in and check-out process and the assignment of vehicles and runs.
- C. Drivers will be required to review run manifests and ask for any clarifications or raise any issues should there be questions about the way the run should be performed.
- D. Drivers will be thoroughly trained to understand the differences between times promised/negotiated with customers, the on-time pickup window around these negotiated times, and final scheduled times/estimated arrival times generated by schedulers and the software system.
- E. Drivers will be thoroughly trained to understand the vehicle wait time policy and no-show procedures.
- F. Drivers will be instructed to wait “around the corner” should they arrive early (before the scheduled time to transport) and to never pressure customers to leave earlier than the scheduled times. Drivers may request early call-outs from dispatch should this be appropriate.

4.10 Fuel

The KCATA will assume the costs for fuel purchase for ADA / FREEDOM portion of the service agreement.

4.11 Accidents/Incidents

In the event of any accident or incident involving a FREEDOM customer, KCATA or the control center contractor must be notified immediately. Contractor must follow the accident and injury reporting procedures established by KCATA.

4.12 Fare Collection

- A. The contractor will collect fares as set by KCATA and as indicated on the run manifests provided by KCATA or the control center contractor. The contractor will provide a secure method of collecting fares and account for the same. The total fares scheduled to be collected, as well as the actual fares collected, will be noted on the trip summary sheets attached to each completed run manifest. KCATA will base payment formula on fares scheduled to be collected.
- B. Drivers will not make change. The drivers will not solicit or accept tips or gifts of any kind.

4.13 Inclement Weather

- A. Drivers should keep KCATA or the control center contractor informed of driving conditions and provide information requested by the dispatchers for making decisions regarding possible service cancellations due to inclement weather. KCATA will make decisions regarding any service cancellations due to inclement weather. If service is cancelled prior to the start of the service day, KCATA or the control center contractor will notify the contractor. The provider will not be reimbursed for vehicle-revenue-hours cancelled in advance due to inclement weather.

- B. If service is suspended during the operating day due to inclement weather, the provider will be reimbursed for the full scheduled time of all runs in progress.

4.14 Staffing Requirements

- A. The contractor will provide the necessary management and administrative personnel whose expertise will ensure efficient operation of all paratransit services. KCATA recognizes that a high-quality operation begins with key personnel. A minimum level of required staffing and staff qualifications is described below. Proposers should consider and include additional staffing or qualifications, which they feel is necessary.
- B. The contractor will be solely responsible for the satisfactory work performance of all its employees. A criminal background check must be performed on each employee. The contractor is solely responsible for payment of all employee and subcontractor wages and benefits. Without any additional expense to KCATA, the contractor will comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, drug and alcohol testing and all other applicable local, state and federal laws. KCATA will have the right to demand removal from the project, for reasonable cause, of any of contractor's personnel. The contractor must not, absent prior written notice to KCATA, remove or reassign the key management personnel identified in its proposal (e.g., Project Manager or any other key position) at any time before or after execution of the contract.
- C. The contractor will also be responsible for ensuring that all personnel of its subcontractors meet the pre-hire qualifications and post-hire training requirements set forth in this RFP. The contractor must maintain individual files for each employee to include but not be limited to documentation of required qualifications and training.

1. On-Site Project Manager

- a. The On-Site Project Manager (PM) will be the person in charge of overall management and supervision of all staff and full compliance with the terms of the contract. The PM must maintain consistent and sufficient contact and communications with KCATA's Director of ADA Compliance and Customer Relations to ensure a smooth operation of services.
- b. The PM must have a minimum of five years of management and supervisory experience in paratransit operations at a similar sized or larger system. The PM must spend 100% of their time assigned to this KCATA project and must be on-site full-time.
- c. The PM will demonstrate, by decision and action, competency in all aspects of KCATA's paratransit service. The PM will function as line supervisor of all project staff and manage accounts and operating records for the KCATA service.
- d. The PM must be identified, and a detailed resume furnished in the respondent's Technical Proposal. This person shall be available to be interviewed by the selection committee. If the proposer has not selected a PM, resumes of likely candidates must be submitted. The proposer must also submit a resume of the corporate manager proposed for this project to whom the PM will report.

2. Supervisory Staff (Window Dispatchers)

- a. The contractor must ensure that supervisory staff is on duty prior to the start of the service day and at all times that drivers are on-the-road. The supervisory staff will be responsible for:
 - Front-line supervision of drivers;

- Signing drivers in and out;
 - Assigning vehicles to drivers;
 - Assigning and reviewing runs with drivers;
 - Reviewing runs received from the Call Center and communicating any issues or needed changes to the Call Center;
 - Reviewing paperwork received from drivers for completeness and accuracy;
 - Managing the secure fare collection process;
 - Coordinating the preparation and submittal of all incident reports, accident reports or other required paperwork;
 - Investigating customer comments or complaints forwarded by KCATA;
 - Investigating any other matters forwarded by KCATA;
 - Coordinating any road calls or vehicle trade-outs required; and
 - Overseeing and coordinating vehicle inspection and maintenance activities (if separate on-site maintenance supervisory staff is not employed).
- b. Adequate supervisory staffing must be provided throughout the service day commensurate with the number of runs in service at any given time. The PM may be used to help fulfill some supervisory duties as long as the assumption of that role does not detract from other overall management duties or required meetings with KCATA.
- c. Supervisory staff shall have a minimum of two (2) years of driver supervision in a paratransit or similar operations setting.
3. Maintenance Staff. If the contractor elects to perform some or all maintenance in-house, they shall provide adequate staff to meet the vehicle maintenance requirements as detailed in this RFP. This shall include a full-time Maintenance Supervisor dedicated 100% to the FREEDOM fleet, plus an adequate number of trained and certified mechanics.
4. Trainer. The contractor must have the capability, either through subcontracting or in-house staff to train drivers. Trainer(s) used or employed must be fully licensed and certified to conduct the classroom training, behind-the-wheel training, and refresher training of paratransit drivers and must have a minimum of one (1) year experience providing such training in similar paratransit systems.
5. Road Supervisors
- a. The contractor must provide road supervision staff in sufficient number to ensure road supervision at all times when vehicles are in customer service. There shall be one Road Supervisor on duty for every 20 drivers in service. Road Supervisors must satisfy the driver requirements specified below and have a minimum of one (1) year experience as a driver in similar paratransit services. Road Supervisors may be used as drivers in emergencies but should not be regularly used as back-up or extra board drivers.
- b. Cross-training of office staff is encouraged to provide maximum operating flexibility. At times when a relatively small number of vehicles is in operation, contractor may also have individuals who meet requirements of several positions (e.g., Trainers, Road Supervisors, In-Office Supervisory Staff, On-Site Project Manager) so long as having multiple responsibilities does not interfere with meeting the duties of each function. Proposers should carefully explain in their Technical Proposals how each of these areas will be staffed during all days and hours of operation over the term of the contract.

6. Drivers

a. Minimum requirements for drivers are to:

- Pass a full pre-employment physical examination certifying that they are physically capable to do the job.
- Pass a pre-employment drug and alcohol test;
- Have no felony offenses;
- Have a valid drivers' license to provide this type of service; and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 customers or more (including the driver), possess a valid commercial driver's license (CDL) with a PB endorsement.
- Be at least 21 years of age;
- Be a licensed driver for a minimum of three (3) years;
- Be able to speak and understand English (a second language skill in Spanish is considered a plus)
- Possess a Freedom driving record;
- Have received no more than two moving violations for three (3) years prior to application for this program.
- Have three full subsequent years with no violations, if license has ever been revoked.

b. The contractor shall provide signed affidavits to KCATA staff that these requirements have been met by each driver. As new drivers are hired, the contractor shall immediately provide affidavits on the new drivers. KCATA reserves the right to have open access to all employment files of the contractor's drivers, and may be subject to quarterly audits, to verify that minimum requirements are being met. The contractor will obtain a driving record from the State Motor Vehicle Department every 6 months for each driver for the duration of the contract.

4.15 Driver Tools

Provider will provide all necessary operating equipment for the drivers and office personnel. Driver equipment will include, but not be limited to, a current street guide of the operating area, manifests (trip sheets), clipboards, and pens. Drivers are also required to be equipped with an operable and accurate timepiece at all times plus:

- Two-way radio communications with the KCATA or control center base station
- Fire extinguisher, U.L. approved, appropriate for size and type of vehicle
- First aid kit (approved for capacity of vehicle)
- Sterile gloves and Mouth to Mouth Barriers
- Set of triangle reflectors or other similar warning device
- Flashlight
- Chains or other traction devices (seasonal)

4.16 Staffing Policies

A. Availability of Key Staff and Vacancy of Key Positions

The phone numbers of the Project Manager and the key supervisory staff person must be made available to KCATA so that, in the event of an after-hours emergency, they can be contacted on a 24-hour basis. The contractor shall respond in person to any emergency or accident as requested by KCATA during or after the operational hours of the system.

B. Driver Compensation and Turnover

KCATA recognizes the expense and negative effect of driver turnover and the benefits of an experienced, stable driver workforce. Therefore, the contractor must demonstrate in its Technical Proposal that it has an acceptable recruitment and hiring program to minimize driver turnover and retain a high-quality driver work force. The contractor must offer a reasonable wage and compensation package, coupled with a supportive work environment. Wages and other compensation should be at least comparable with current compensation to facilitate a smooth transition of experienced drivers to the new contract. Current driver wage information is provided in Attachment A-4. Proposed driver wages and benefits over the term of the contract must be detailed in the Technical Proposal.

C. Dress and Appearance Standard

1. The contractor will supply a uniform to be worn by all drivers when operating a vehicle in KCATA service, which will convey a professional image similar to that of KCATA fixed route drivers. The selected uniform will be of like quality to those worn by KCATA's fixed route drivers. The contractor must submit a sample uniform for KCATA's approval prior to start of contract. The following list is the suggested uniform issue for a full-time driver:

<u>Uniform Item</u>	<u>Quantity</u>
Uniform shirt (dress shirt or knit polo with contractor logo)	5
Trousers/slacks (black or khaki)	3
Jacket (with contractor logo and FREEDOM identifier)	1

2. It is the contractor's responsibility to see that driver's uniforms remain in good condition. Uniforms that are not in good repair must be replaced at the contractor's expense.
3. Drivers are required to meet the following grooming and appearance standards:
 - Uniforms are to be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
 - Beards and hair must be clean and neatly trimmed;
 - Black shoes or boots, leather or synthetic leather, soft or hard sole, must cover the foot completely and be in good repair, polished and cleaned; and
2. Uniforms are to be worn only when providing service for KCATA and are not to be worn at any other time.

3. Proper identification that clearly identifies the driver as an authorized representative shall be visible at all times.

D. Personnel Policies

1. The contractor must have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, DOT, Worker's Compensation and other regulations as appropriate.
2. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
3. When providing KCATA service, employees may not have weapons in their possession or on vehicles operated for KCATA services. The contractor must comply with KCATA's Prohibited Weapons Policy for vehicles and personnel while operating KCATA services.
4. Purchasing or consuming illegal substances or alcoholic beverages while in uniform is not allowed. It is the contractor's responsibility to terminate any employee observed doing so. Policies for addressing such incidents must be included in the provider's Drug and Alcohol Policies as required by the FTA and in compliance with the FTA Drug and Alcohol Regulations.
5. KCATA promotes and supports a smoke free work environment. No smoking is allowed in vehicles used to provide KCATA service or within the facilities used for KCATA services.
6. The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.
7. 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 Freedom policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.
8. KCATA retains the right to review the provider's personnel policies and list of personnel assigned to KCATA's contract. Proposed changes in job duties are subject to review and approval by KCATA.

E. Etiquette

Drivers are expected to use tact, respect, courtesy and patience in dealing with customers. Drivers are expected to keep confidential any information they may have about the customer except as needed to perform the work related to his or her position. Drivers may report medical information to authorized medical assistance personnel who report to the scene of an accident or to the scene of a medical emergency.

F. Driver Feedback

Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative to assist the KCATA and/or control center contractor in meeting its overall mission. The contractor must have on-going mechanisms, including regular driver meetings, to request and obtain driver feedback. The contractor will share this feedback with KCATA and/or the control center contractor at regular project meetings. KCATA and/or control center contractor staff will be allowed to participate in monthly driver meetings.

4.17 Training and Freedom Programs

A. Training Requirements

1. Management and Supervisory Staff. Management and supervisory staff must be thoroughly trained in KCATA paratransit service policies and procedures, use of hardware and software appropriate to the job, and quality customer service.
2. Vehicle Operator Training
 - a. The contractor is responsible for all training of drivers.
 - b. Evaluation of driving skills must be conducted annually and after any accident.

B. Training Standards

1. The contractor will notify KCATA staff at least 48 hours in advance of scheduled training classes. Training should emphasize paratransit service which:
 - Is Freedom and reliable;
 - Will maximize customer service; and
 - Will maximize productivity.
2. The driver training course must, at a minimum, provide 56 hours of classroom instruction and 24 hours minimum of on-the-road training to include:
 - A review of applicable laws and regulations.
 - KCATA paratransit service requirements and policy and administrative procedures.
 - Vehicle orientation - pre and post trip inspections.
 - Freedom vehicle operations.
 - Sensitivity Training - Minimum six (6) hours classroom and two (2) hours “hands-on” (including respectful language, customer assistance, working with customers with various types of disabilities, driving techniques, special considerations, loading, tie-down training and role-playing). This training will include empathy training which will give drivers experience first-hand what customers experience when using the service (e.g., riding up and down on a lift, entering and exiting a vehicle blindfolded, etc.). The sensitivity training will also involve individuals with disabilities talking about their particular needs when traveling on the paratransit service.
 - Lift/wheelchair tie-down techniques and procedures for the transport of customers with wheelchairs and other mobility devices.
 - Operation of radio equipment in accordance with federal, state and local regulations.
 - Four (4) hours of hands-on training using the radio and AVLs/MDCs.
 - A minimum of four (4) hours of customer service training.

- Accidents and emergencies – avoiding accidents and emergencies, and completing accident reports.
- First aid training, including cardiopulmonary resuscitation (CPR).
- Dealing with blood-borne pathogens and air-borne pathogens.
- Fare collection and trip classification and counting.
- A minimum of four (4) hours of orientation to the service area and street network.
- A minimum of four (4) hours of schedule reading, route planning and run completion.
- A minimum of forty (40) hours of behind-the-wheel defensive and Freedom driving training in all types of vehicles to be operated under this contract. Driver skills will be evaluated at the end of the forty hours of training and additional training will be provided if the evaluation indicates that it is needed.
- Substance abuse management and program compliance.
- Refresher training as needed.

C. Incentive and Freedom Programs

1. A copy of the contractor's Policy/Procedure Manual must be provided to KCATA at least 60 days prior to the start of service. The proposer should fully describe its training programs in the Technical Proposal.
2. The provider must implement an incentive and Freedom program.

4.18 Performance Goals

The service provider and its employees must adhere to all service policies detailed in Section 3.4 as well as other requirements noted in this RFP. In addition, the service provider should strive to meet all applicable performance goals and standards as detailed in Section 3.4. Failure to meet the performance goals and standards may result in liquidated damages for any month where goals and standards are not met, as detailed below. The goals are intended to be reasonably attainable by the contractor, fair to the customers, and consistent with expectations that the contractor will always perform at its highest level. Failure to comply with RFP requirements or service policies meant to ensure service quality (Quality Control Infractions) may also result in disincentive charges as detailed below.

4.19 Incentive and Disincentives

A. Incentives and disincentives will be provided in the following categories:

- Run coverage and on-time pullouts
- Productivity (customer trips per hour)

Incentives and disincentives will become effective no later than ninety (90) days after the effective start date of the contract.

B. Run Coverage and Late Pullouts

The service provider must maintain an adequate workforce, including a scheduled extra board, to be able to ensure that all assigned runs are pulled out and pulled out on time. The service provider shall also have an adequate fleet and perform maintenance in a way that ensures enough vehicles to cover all assigned runs. Runs will be considered to have been not pulled out if they are "closed" and not pulled out at all or if they pull out more than 60 minutes after the scheduled pullout time. Runs will be

considered to have pulled out late if they are pulled out after the scheduled time but not more than 60 minutes late. For every assigned run that is “closed” and not pulled out or is pulled out more than 60 minutes after the scheduled pullout time, a disincentive of \$1,000 will be applied to the monthly billing for that month. For every run that is pulled out late, but not more than 60 minutes after the scheduled pullout time, a disincentive of \$250 will be applied to the monthly billing for that month.

C. Productivity (Customer Trips per Hour)

KCATA has established desired productivity of 1.75 eligible rider trips per vehicle revenue-hour and a minimum productivity requirement of 1.55 eligible rider trips per vehicle revenue-hour. A monthly incentive payment consisting of 0.1% of the variable cost billed for that month shall be made to the service provider for every 0.01 passengers per vehicle service hour above 1.6. For example, if the monthly productivity is 1.70, the monthly revenue-hours were 15,000, and the service provider billed \$525,000 for variable costs (assumes a \$35 per rev-hr. variable cost), an incentive payment of \$5,250 would be paid. For every month that productivity is under 1.55, the difference between the actual productivity and the 1.55 minimum standard will be applied to future months and will have to be off-set before the contractor becomes eligible for future incentive payments. For example, if the monthly productivity is 1.45, one future month would have to be 0.05 above 1.6 to off-set this month of below standard performance. If a subsequent month is more than 1.75, the difference will be eligible for an incentive payment. Productivity will be rounded to the nearest 0.01 each month. The contractor will only be eligible for the productivity incentive if the service is operated during that month within the acceptable operating ranges for on-time performance, excessively late trips, missed trips, and in-vehicle ride times.

4.20 Quality Control Infractions

- A. Quality control infractions observed by KCATA include but are not limited to: dirty vehicles; failure to display the FREEDOM logo on vehicles; failure to promptly report driver or vehicle information; failure to promptly report accidents; failure to provide a properly licensed or qualified driver; non-working heaters or air conditioners; non-working seatbelt; and unsecured wheelchairs.
- B. Quality control infractions will become effective no later than ninety (90) days after the effective start date of the contract. Each quality control infraction is assessed a fixed monetary penalty per infraction as indicated in the table below.

Table 7. Quality Control Infractions

Infraction	Penalty
Use of inadequately cleaned vehicle to transport customers	\$ 25
Failing to display required FREEDOM decals in vehicle	\$ 50
Failing to provide a revised list of drivers and vehicles to FREEDOM within one (1) weekday of a change	\$ 50
Non-working heater or air conditioner	\$ 50
Failing to provide a properly licensed driver with a Freedom driving record	\$100
Failing to report a vehicle or client accident on the day of occurrence or the next business day if the occurrence is after normal office business hours	\$100
Non-working seatbelt	\$100
Unsecured wheelchair	\$100

If total monetary penalties for quality control infractions equal or exceed \$1000.00 in any month, no incentives earned for the month will be paid by KCATA.

4.21 Disincentive Exceptions

Disincentives will not be assessed if the contractor's performance fails to meet the goals due to extraordinary and/or unanticipated occurrences beyond the control and without the fault or negligence of the contractor. Examples include vehicle recalls, earthquakes, fires and/or floods that result in performance below the stated goals. Traffic congestion or accidents are not acceptable reasons for poor performance. If performance below the baseline results from any KCATA policy, the provider should confer with KCATA on the matter.

4.22 Data Collection and Reporting

- A. The contractor is required to maintain the following data and submit the following documents to the KCATA or control center contractor as requested:
 - 1. "Run Pull-Out Logs" will be submitted daily along with completed run manifests.
 - 2. Completed "Run Summary Sheets" attached at the front of completed run manifests.
 - 3. Completed run manifests with completed trip add-on sheets as appropriate.
 - 4. Breakdown, Incident and Accident Reports.
- B. The contractor is required to review these documents for completeness and accuracy before submitting them to the KCATA or the control center contractor.

4.23 Run Pull-Out Log

This daily report should indicate all runs scheduled for the day and the drivers originally assigned to cover those runs. The "Run Pull-Out Log" should also list all scheduled extra board and back-up drivers for that day and the hours that each are available. Changes to original driver assignments should be tracked on the log, use of extra board drivers must be clearly indicated and final assignments and run coverage as well as remaining extra board capacity throughout the day should be detailed.

4.24 Run Summary Sheet

- A. Drivers must complete a "Run Summary Sheet" for each run performed. The run sheet will identify the driver, the vehicle, the run number, the scheduled pull-out and pull-in times of the run, the actual pull-out and pull-in times, the pull-out and pull-in mileage, the total customer fares that should have been collected, and any breakdowns. Supervisory staff must review the Run Summary Sheets and add information about customer fares actually collected as applicable.
- B. The run manifests will include the run number and date. Separate lines will then be included for each pickup and drop-off. The pickups and drop-offs will be in the final time sequence to be performed by the driver. Each pickup and drop-off line will include the scheduled pickup or drop-off time, the address, the customer's name, any special customer or directional notes, time of the pickup, any applicable appointment or desired drop-off time, the pickup time promised to the customer (or the on-time window calculated from the promised time), the number of PCAs and companions, mobility aids used by the customer, and the fare to be collected. Each line will also provide space for the driver to enter the actual arrival time and boarding time or the actual drop-off time, and the mileage at each

pickup or drop-off. Drivers must also record no-shows, cancellations, transferred trips and other service information and changes to the schedule.

- C. Drivers will be provided with a supply of blank “add-on” forms for entering information about trips added to the run by dispatchers. All information on scheduled trips noted above must be recorded on these add-on sheets, including the original scheduled and negotiated times. The add-on sheets will also provide a space for drivers to record the time the trip is assigned to them by the dispatcher.

4.25 Management Reports

- A. Monthly management reports must be submitted with invoices each month. These reports should detail accomplishments and goals related to provision of service. These reports should also include required DBE reports and should outline DBE participation relative to planned participation and KCATA goals. Existing and anticipated problems, with recommendations for resolution, should be described. A complete accounting of all accidents involving injury, and unusual incidents and events also should be included.
- B. The contractor will assist the KCATA in collecting any information and data needed to meet Federal Transit Administration reporting requirements, including NTD reporting.

4.26 Accounting Records

- A. All service costs incurred in the performance of this contract must be recorded in an account separate from those used for the contractor’s other business activities and must be available for inspection or audit during normal business hours upon KCATA request.
- B. The contractor is required to instruct its personnel assigned to this project to complete timesheets that meet federal and state requirements showing working hours charged to the project. Timesheets should not have white-outs, black-outs or the like. Corrections needed on timesheets should be shown by cross-throughs with the corrected amount written in and initialed. The timesheets should be made available to KCATA upon request during all normal work hours.

4.27 Fraud Prevention and Detection Policies and Procedures

- A. As part of the proposal, the proposer will submit their policies and procedures for fraud prevention and detection. The policies shall contain at a minimum the following:
 - 1. A comprehensive employee training program to prevent, investigate, and report alleged or suspected fraud, theft, or other criminal behavior;
 - 2. A program for the review of subcontracted service providers and/or employees to detect any pattern or practice of inaccurate or fraudulent encounter or service reports;
 - 3. A program for the review of subcontracted transportation providers and/or employees to detect any pattern or practice of overstated reports or levels of service;
 - 4. A program for the review of subcontracted transportation providers and/or employees to detect any altered or falsified records or destroyed records not consistent with the records retention policy.
 - 5. A program for the review of subcontracted transportation providers to detect any false statements about credentials.

- B. The contractor must also immediately report to KCATA any and all instances of alleged or suspected provider, driver, employee or customer fraud or theft that is detrimental to service, of criminal nature and/or creates a potential unfreedom environment.
1. At a minimum the report shall contain the name of the provider, driver or customer, or contact information, and a description of the potentially or suspected fraudulent action.
 2. The report must include a description of the corrective action(s) taken by the contractor and/or the subcontractor(s). All such reports must be submitted in writing to the KCATA.

PACKAGE B: RIDKCE FREEDOM ON DEMAND SERVICES

5.0 Scope of Services:

- A. KCATA seeks an on-demand service program (e.g. taxi, transportation network company (TNC)) that is cost effective and provides the following service values to the intended participant customers (65 years old and/or have a disability):
- 1) Easy, user-friendly, timely responsive reservation scheduling for pickups on non-fixed routes;
 - 2) On-time pickups;
 - 3) Hours of service operations that are convenient to the participants;
 - 4) Clean, safe and secure transportation services with trained drivers with good driving records and sensitivity, responsiveness to participant customer's health/disability needs;
 - 5) Value-Added Services such as assistance with carrying packages for participant customer to the drop off door destination except as provided in safety guidelines that may prohibit such services;
 - 6) Availability of service vehicles that are wheelchair accessible;
 - 7) Extended Business Hours of Operations;
 - 8) Fair and reasonable trip cancellation policies;
 - 9) Financial and Statistical Reporting of services provided; and
 - 10) Customer Complaint Tracking and Resolution procedures.
- B. KCATA will continually refine the service delivery process to provide the highest possible quality of service. The program will undergo revisions and modifications to operating and administrative requirements as the program is refined. KCATA is looking for firms that will work with the ATA on these improvements. Firms should view this project as a team effort with the Authority and the contractor working together to provide a high-quality service, ensure consistent performance, and ensure continuous quality improvement. Any significant out of scope changes to services will be addressed via a formal contract amendment.

5.1 KCATA's Responsibilities:

- A. KCATA shall have responsibility for the following administrative and management functions for the Freedom On-demand Program:
- 1) Establish operating requirements for the provider/contractor under the Freedom On-demand Program;
 - 2) Provide continuing short and long-range service planning;
 - 3) Develop and implement policies and standards on issues related to the program;
 - 4) Determine program eligibility;
 - 5) Provide funding to support the authorized level of service capacity;
 - 6) Administer and monitor the contract, and inspect and monitor performance of the providers/contractors;
 - 7) Audit provider/contractor records as necessary;
 - 8) Investigate unsafe practices;
 - 9) Determine compliance with contractual requirements; and
 - 10) Final determination of service performance, including on-time performance.

5.2 Contractor's Responsibilities:

- A. The contractor shall furnish and make available all necessary vehicles, including wheelchair accessible vehicles, to be available on a permanent and continuous basis. Each vehicle must include:
 - 1) A working air conditioner and heater
 - 2) Be well maintained and repaired to operate safely
 - 3) Communication System to dispatch and necessary on-road support
 - 4) Current licensing, inspections, and required onboard documentation of the same
 - 5) Vehicle clearly identified with contractor's business name.
- B. Contractor is responsible for properly maintaining vehicles and keeping all maintenance records. These records shall be open and subject to inspection by KCATA at any time.
- C. Contractor is responsible for providing a reservation process for participants to reserve the on-demand service, this should include customers without smart phones. Participants will be allowed to reserve same-day transportation. It is the desire of the KCATA to have a mobile application that allows customers to schedule on-demand, same-day trips via the contractor's service. The mobile application should have the ability to link to other software and or mobile applications as needed.
- D. Contractor shall not subcontract any of the transportation services without KCATA's written approval and approval of proposed subcontractor. Subcontract Agreements must include FTA terms and conditions as flow down items. Subcontracts must be made available to KCATA upon request.
- E. Contractor must maintain and carry in force insurance of the types and quantities as outlined in this IFB insuring passengers and other persons against personal injuries and property damages.
- F. Contractor shall understand that the KCATA and contractor are subject to the rules and regulations of the Federal Transit Administration governing the operation of the Freedom On-demand Program transportation services.
- G. The KCATA reserve the right to request and the contractor shall provide immediate replacement of any of the contractor's staff providing services under the contract if deemed to be in the best interests of the KCATA (i.e., disallow any driver to provide services for excessive complaints, illegal driving behavior, or any other just cause from participation in the program). The contractor shall provide the removal of such person(s) in the time frame requested by the KCATA. The KCATA agrees that requests for removal will not be unreasonable and if the request is for immediate removal a reasonable period for replacement is acceptable.
- H. Contractor must establish and implement an anti-drug and alcohol misuse prevention program and conduct employee training which meets the requirements of the Federal Regulation 14CFR.120 for anti-drug and alcohol misuse prevention program. This information must be provided to KCATA by awarded contractor within ninety (90) days of contract award.
- I. Contractor must establish and document a training program for all drivers and operators relating to this program; safe vehicle operations; wheel chair lift operations/safety; and sensitivity training. Drivers are required to adhere to all traffic laws and obey commands of authorities.
- J. The contractor shall have all drivers providing services under this Freedom On-demand Program undergo drug testing and criminal background checks prior to providing services. If these tests and checks were conducted prior to contract award, the results must be no older than four (4) months prior to the IFB issuance date. If results are older than four (4) months, then drug re-testing and criminal background re-checks shall be required. All drivers must pass a criminal background check and drug screening.
- K. Contractor shall maintain adequate financial and operational records. The contractor shall provide such financial and operation records upon request from KCATA. The daily transportation logs must be

submitted monthly to KCATA in a format mutually agreed to between KCATA and the contractor. The financial and operational records, which, at a minimum, shall include:

- 1) Organized business records accessible to representatives of KCATA for auditing purposes.
 - 2) A transportation daily log consisting of the following:
 - a. passenger name,
 - b. date of pick-up,
 - c. time of pick-up,
 - d. origin address,
 - e. destination address,
 - f. miles traveled on one-way trip, and
 - g. time of drop-off at destination in an approved format.
- L. The contractor must provide a secure system for collecting and accounting for customer fares and tabulating the amount of fares that should have been collected and the actual amounts collected for each run;
- M. The contractor shall respond to and investigate any driver or operations issues noted by KCATA staff and take actions as appropriate;
- N. The contractor shall implement and maintain a drug and alcohol testing program and drug-free workplace program;
- O. The contractor shall attend regularly scheduled and special meetings pertaining to the Freedom On-demand Program with KCATA staff at the request of KCATA;
- P. Assist KCATA in developing improvements to the program;
- Q. The contractor must provide a facility suitable for the operation of the service, safe storage of all vehicles, and indoor maintenance of vehicles.

5.3 Times of Operation and Driver Tasks:

- A. The contractor must operate the on-demand service twenty-four (24) hours a day, seven (7) days a week including holidays. It is preferred that the contractor's hours of operation exceed this timeframe.
- B. The contractor's drivers shall be expected, to the best of their ability, to arrive on-time for pickups and drop offs.
- C. The Driver shall provide the following services at no extra cost:
- 1) Ensure the participant has completed all requested information on the on-demand service, including a signature by the participant, if applicable;
 - 2) Verify the photo I.D. of the participant rider;
 - 3) Make certain that the rider can get out of and into the place of origin and place of destination without difficulty or harm – being mindful of hazardous sidewalk conditions such as snow, ice, or other passageway impediments that may require the driver to assist the participant rider to the door;
 - 4) With prior notification to the carrier, transportation of one (1) to four (4) passengers in the same vehicle in the same location; and
 - 5) Ability to accept electronic payments via an electronic fare collection system (refer to section 11

below).

5.4 Office Equipment:

- A. The contractor will provide all computer software, hardware, office equipment, and other equipment necessary to facilitate the operation and maintenance services for the Freedom On-demand Program at their own expense.

5.5 Vehicles & Vehicle Maintenance:

- A. The contractor shall provide vehicles that will meet all Federal Motor Vehicle Safety Standards, State of Missouri and State of Kansas requirements and standards. At a minimum, the contractor must have at least five (5) standard vehicles available on a permanent and continuous basis as well as at least five (5) wheelchair accessible vehicles.
- B. The contractor shall maintain a separate file for each vehicle, which includes a complete maintenance and repair history, and inspection and licensing documentation. Vehicles will be maintained in accordance with a KCATA approved maintenance plan submitted by the contractor. Vehicles with accident damage will be removed from service and repaired promptly. Vehicles will be maintained in a manner that will allow for the safe transportation of customers.
- C. Vehicles shall be cleaned daily and washed at least twice weekly (and more frequently as needed during bad weather). Vehicles shall remain smoke-free.
- D. KCATA or its designee may inspect, unannounced or announced, the vehicles at any time either at the contractor's location, or while the vehicle is in service. If, in the opinion of KCATA, a vehicle does not meet KCATA safety standards, it may be "red tagged." A vehicle that has been "red tagged" must not go into service for this contract. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the contractor and verified by authorized KCATA personnel.

5.6 Vehicle Markings:

- A. Vehicle markings required by KCATA are subject to negotiation before the bid award. The contractor must meet state and federal regulations regarding vehicle markings.

5.7 Accidents/Incidents:

- A. In the event of any accident or incident involving a customer, KCATA must be notified immediately. Contractor must follow the accident and injury reporting procedures established by KCATA.

5.8 Fare Collection:

- A. The contractor will collect fares as set by KCATA. The contractor's on-demand services will provide curb-to-curb one-way trips at a predetermined rate for a predetermined distance. The customer will be responsible for paying the remainder portion of the metered fare. The KCATA will pay a predetermined rate for each one-way trip up to a set parameter distance, which will be determined after contract award and is dependent upon the per mile rate specified in the Attachment K (Bid Response Form). The contractor will provide a secure method of collecting fares and account for the same. The total fares scheduled to be collected, as well as the actual fares collected, will be noted on the trip reports.
- B. The contractor must have an electronic fare collection system. The contractor will provide all necessary equipment needed within the vehicles and at point of sale locations. This electronic fare collection system must provide the following features and capabilities, but not limited to:

- 1) The system processes sales transactions through a point of sale system and is downloaded to a processing center.
 - 2) Data collected will include, but limited to:
 - a. Name of Rider
 - b. Dispatch time
 - c. Pick up location
 - d. Pick up time
 - e. Destination location
 - f. Destination time
 - g. Mileage of trip
 - h. Meter amount
 - i. Vehicle ID
 - j. "On Time" calculation
- C. Services shall be paid for by credit/debit cards and/or cash reloadable fare cards.
- D. A credit/debit card or fare card shall be used as payment for a one-way ride from point of origin to a single point destination. One fare should be valid for one (1) to four (4) passengers who travel at the same time from the same single point of origin to the same location in the same vehicle.
- E. Tipping shall be at the rider's discretion and the drivers shall refrain from the solicitation of tips from passengers.

5.9 Payment for Transportation Services:

- A. The contractor shall submit monthly invoices showing fares collected.
- B. Payment will be made on the normal KCATA accounts payable cycle after an accurate invoice is received and approved by the KCATA. If an invoice correction or revision is requested, the payment cycle begins again once invoice has been received in good order.
- C. The KCATA may withhold payment to the contractor who is found to be in violation of their obligations and responsibilities. Further, the KCATA may deduct any Liquidated Damages appropriate assessed from invoice amounts due (refer to Section 17 entitled "Liquidated Damages").

5.10 Complaints:

- A. A complaint is defined as any written or verbal communication provided to contractor or KCATA which adversely reflects on the contractor's operation of services. The contractor should notify customers who wish to file complaints directly with the contractor that their complaints should be filed with the KCATA. In addition, the contractor must promptly provide KCATA with the details and specifics of all complaints received directly by the contractor.

5.11 Customer and Public Communications:

- A. KCATA is responsible for all media contacts, marketing, and preparing any public information regarding the Freedom On-demand Program. The contractor shall not communicate with print, television, radio, electronic or any other type of media about any aspect of KCATA's paratransit system without prior, express written approval of KCATA. All inquiries from the press, agencies, entities, groups and the public are to be directed to KCATA. Failure to comply with this requirement may result in the removal of the culpable individual(s) from the project.

5.12 Services to Disabled Population:

A. The Regional Freedom On-demand Program shall be available for disabled program participants.

1) Contractor shall be responsible for:

- a. Providing a driver trained for operation of the wheel chair lift equipped vehicles.
- b. Drivers must complete an approved training program that includes safe vehicle operations and sensitivity training session relating to older adults and disabled (both mental and physical) adults.
- c. Vehicle availability during all business hours of operation in which the contractor is providing services for the Regional Freedom On-demand Program. The contractor must operate the on-demand services twenty-four (24) hours a day.
- d. Dispatch the vehicle within thirty (30) minutes of the request for service, unless otherwise requested by the participant. No passenger shall wait for no more than sixty minutes (60) minutes for pick up.
 - A minimum of 90% of all one-way trips shall be picked up on-time.
 - A minimum of 90% one-way return trips must meet the same on-time.
- e. All responsibilities and services shall be at no additional cost.

5.13 Vendor Qualification Requirements:

- A. The contractor must have a minimum of three (3) years of successful experience in providing on-demand services to senior and disabled citizens of a similar nature and complexity (in scope, responsibility and services involved).
- B. The contractor's on-demand services must be licensed with the appropriate cities in the Service Areas being bid on. The drivers must be trained and experienced in wheelchair lift service.

5.14 Management Reports:

- A. Monthly management reports must be submitted with invoices each month. These reports should detail accomplishments and goals related to provision of service. Existing and anticipated problems, with recommendations for resolution, should be described. A complete accounting of all customer complaints, accidents involving injury, and unusual incidents and events also should be included.
- B. A monthly statistical report must also be submitted with the invoice and should include the following information:
 1. Daily number of trips completed
 2. Daily number of passenger no shows
 3. Daily number of missed trips (vehicle no shows)
 4. Daily number trips later than 15 minutes (15-29 minutes)
 5. Daily number of late trips (30+ minutes late)

KCATA will work with the contractor to finalize report content and format prior to the start-up of services.

- C. The foregoing non-inclusive list of required reports must be accurate and are time sensitive. All reports and supporting data and records are subject to KCATA review. KCATA has the right to obtain and review random and selected samples of MCD data, trip tickets, etc. to determine the accuracy and reliability of the information provided by the contractor for billing purposes and on-time performance measures.
- D. The contractor will assist the KCATA in collecting any information and data needed to meet Federal Transit Administration reporting requirements, including NTD reporting.

SECTION 4 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., September 24, 2018**. 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, Procurement Supervisor**. Electronic comments, questions and requests for clarification should be sent to tmcdonald@kcata.org and the subject line should read “RFP #18-7032-37A.”

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 Director of Procurement, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award** - A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days after the bid closing date.
- D. **Post-Award** - Post-Award protests must be received by the Authority, in writing and addressed to

KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

- E. KCATA's Interim Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA's Director of Procurement, the protester may appeal in writing to the KCATA Chief Financial Officer within five (5) days from the date of the Interim Director 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 Interim Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

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 15%. **A separate contract goal of 0% has 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/dbcontractorlist/>. 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.

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

1. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. Negotiating in good faith with interested DBEs.
2. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
3. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

G. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation.** Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

A. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

B. **Good Cause** - Good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract; or
2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
6. The DBE subcontractor is not a responsible contractor; or

7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- C. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
- D. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

SECTION 5
PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. Proposal Format

Proposals shall be submitted as follows. Interested firms may submit proposals for one or both desired services. Firms may also partner with another firm to provide a complete, integrated package.

- A. The proposal package consists of three (3) separately sealed volumes.
- B. The proposal shall consist of one (1) original and twelve (12) full, complete, and exact copies of the original proposal. 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. Cost proposal shall be in a separate sealed envelope.
 - 2. Volume II – Technical Proposal: One (1) unbound original and twelve (12) copies. Do not include cost in Technical Proposal.
 - 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.
 - 5. Each Proposal package shall be labeled as follows:

RFP#18-7032-37A for Management and Operations of KCATA's Paratransit Services
Volume # - Package Description
- 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 I. Only the proportionate share of costs, fixed or variable, associated with this project shall be included in the Price Proposal
- 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. Cost proposals will only be evaluated for those Proposers whose Technical Proposals are determined to be technically acceptable.
- F. A proposal bond in the amount of five percent (5%) of the full expected cost of services to be performed based on the first year of the contract, reflected in U.S. dollars, must be enclosed in the original cost proposal envelope.
1. The bond must be written by a licensed surety firm. Failure to submit a bond with the proposal will result in the proposal being considered non-responsive.
 2. A performance bond in the amount of ten percent (10%) of the full expected cost of year one service of the contract will be required within ten (10) days from Notice of Intent to Award to final award of a contract.
- G. 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.
- H. Cost information is not to be included in the Technical Proposal (Volume II).

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 50 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, V.P. of Procurement and Finance/CFO, 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. Experience and Qualifications of Firm

- a. This section should demonstrate the Proposer's experience in providing transportation and paratransit services. Describe the direct experience administering and operating the service under ADA and FTA guidelines. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
- b. 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.
- c. The listing of all operating locations should include the number of vehicles managed/operated, number of trips provided per year, and the start and end date of each contract.

- d. Provide the names, telephone numbers and email addresses of contract liaisons to which the firm reports for all contracts currently active, as well as all contracts ended or terminated within the past five (5) years, including the reasons for the contracts being terminated. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP.
- e. If utilizing subcontractors, provide three (3) contract references to enable KCATA to assess the quality of the subcontractor's past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP.

5. Key Personnel Experience and Qualifications

- a. This section should demonstrate the direct experience, skills and qualifications of the Proposer's Project Manager and other key personnel in managing and operating paratransit services and in meeting client goals, objectives and schedules.
- b. Provide resumes for the proposed project manager and other key personnel and discuss the unique qualifications these individuals bring to the project.

6. Proposed Facility

Identify, describe and include photos, proposed layout drawings and other pertinent information for the proposed facility. Indicate if a firm agreement for the facility will be negotiated. If a firm agreement for the use of a facility has not been reached, proposers should include photos, layout drawings and other pertinent information for candidate sites.

7. Fleet Management

- a. This section should provide a description of the vehicles that would be used for this service. This section with specifications included in this RFP. Marketing materials from the manufacturer with photos of the types of vehicles proposed may also be provided.
- b. This section should identify and describe supervisory and other non-revenue vehicles that will be used in performing the services.
- c. Discuss the revenue vehicle preventive and corrective maintenance program, including daily inspections, preventive maintenance, repairs (including accident repairs), and vehicle cleaning.

8. Automated Systems and Provision of Trips

- a. Describe and provide technical and illustrative materials for the computer hardware to be provided. Identify the number of workstations in each functional area of the operation, the type of central server (as applicable) to be used, and interfaces with the KCATA system or other partners in the operation (as appropriate). Identify the local company that will provide support service and maintenance of all equipment and describe the terms of that service/maintenance agreement.
- b. Plan for 100% utilization of the Automated Vehicle Locators (AVLs) and Mobile Data Computers (MDCs) to include reporting requirements, enforcement, and the process to be followed if an MDC device fails.

- c. A critical component of this contract is to use the AVL/MDC technology to process trips. One hundred percent of all dedicated vehicles must be equipped with this technology to allow real-time recording, trip data transmission, and vehicle location which interfaces with KCATA's existing reservations and scheduling system. Fully describe how the provide will fulfill this requirement.

9. 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
 - Accident and injury prevention
 - Reporting requirements
 - Fraud prevention and detection
 - Alcohol and drug testing
 - Vehicle procurement program
 - Equipment and equipment maintenance for non-vehicles (telephone systems, office equipment, etc.)
- 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.
- d. Safety

10. Operating Plan and Procedures

- a. Proposers should describe operating plan and practices that will be used to ensure safe, quality and efficient operation of the desired paratransit service. Particular attention should be given to policies and practices that ensure quality maintenance, safe driving, responsive and efficient reservations and scheduling and dispatching services, the use of extra-board and back-up drivers to ensure run coverage and on-time pull-outs, and respectful and quality customer service and treatment of customers by all employees.
- b. Indicate how operations staff (drivers, supervisors, dispatchers, dispatch assistants, road supervisors, and other office staff) will be recruited. For each type of operations employee, provide information about starting wages and benefits and increases throughout the term of the contract. Indicate what analysis was done to arrive at these levels of compensation and how these levels of compensation will provide for a qualified and stable workforce. Note that KCATA will place considerable emphasis in the evaluation of proposals to the likelihood of each proposer's ability to attract and maintain a high-quality workforce.
- c. Provide a detailed synopsis and description of proposed mobile application solution.

- d. Proposers should provide a detailed description of its Subcontractor Utilization plan.

11. 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 (Section 5). 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.

12. 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 Procurement Manager 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

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet KCATA's requirements. Each technical 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 attest that "standard procedures will be employed" are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.
- B. Technical proposals will first be reviewed by KCATA for responsiveness. To be responsive, proposals must contain all required forms, meet the RFP requirements to KCATA's satisfaction, and provide the requested information. Failure to submit the required forms, meet the RFP requirements, or provide the requested information will cause the proposal to be deemed as non-responsive.
- C. Responsive 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	30
Operating Plans and Procedures <ul style="list-style-type: none"> • Program Management • Fleet Management • Safety • Facility • Automated Systems and Provision of Trips • Subcontractor Utilization Plan • Mobile Application 	40
Experience, Qualifications and Past Performance	30
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 6
SAMPLE CONTRACT

Contract #18-7032-37A
Management & Operations of KCATA Paratransit Services

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2018, 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 **August 13, 2018** entitled “**Management and Operations of KCATA Paratransit and Alternate Mobility Services**” (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 comprehensive management and operating 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 _____, **2019 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 contract 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 _____
Melissa Bynum, Board Secretary

CONTRACT TERMS AND CONDITIONS

ARTICLE 1: ACCEPTANCE OF MATERIALS - NO RELEASE

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

ARTICLE 2: AGREEMENT IN ENTIRETY

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

ARTICLE 3: 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 4: 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 5: BONDING REQUIREMENTS

A. Performance and Payment Bonds

1. The Contractor shall furnish, at its own expense, a performance bond and payment bond payable to KCATA in the amount of % of the full expected cost of the services to be performed (goods to be delivered). A licensed surety company shall secure the bonds. The bonds shall remain valid and in effect for the full term of this Contract.
2. A cash deposit, certified check, irrevocable letter of credit (LOC), or other negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.

3. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.
4. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

B. Warranty of Work and Maintenance

1. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
2. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to KCATA written by the same corporate surety that provides the performance bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective products, equipment and materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

ARTICLE 6: 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 7: 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 8: 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 9: CIVIL RIGHTS

A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, 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 the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural

Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. 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 10: CONFLICTS OF INTEREST (ORGANIZATIONAL)

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: 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 its best efforts and cooperation to affect 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 12: CONTRACTOR'S PERSONNEL

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

ARTICLE 13: CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by KCATA. In case of any variance, this specification shall take

precedence over Contractor's or subcontractors 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 14: DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations “Non-procurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180.
- B. 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.
- C. 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.
- D. 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 15: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE’s) is 10 percent. *KCATA’s overall goal for DBE participation is 15 percent. A separate contract goal has not been established for this procurement.*
- B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. 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.

D. **Good Cause.** Good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract; or
2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
6. The DBE subcontractor is not a responsible contractor; or
7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal; or
8. The listed DBE is ineligible to receive DBE credit for the type of work required; or
9. DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or
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.
11. 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 16: 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 17: DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director 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 18: EMPLOYEE ELIGIBILITY VERIFICATION

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

ARTICLE 19: EMPLOYEE PROTECTIONS

A. EMPLOYEE PROTECTIONS

A. Contract Work Hours and Safety Standards Act.

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

liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.

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

B. Public Transportation Employee Protective Arrangements (Standard).

To the extent that the FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this Contract.

C. Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).

If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this Contract, the Contractor agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b), U.S. Department of Labor ("DOL") guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter. The Contractor agrees to comply with U.S. DOL's certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

ARTICLE 20: 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. §7401-7671q *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. § 1251-1387 *et seq.* The Contractor agrees to report and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

ARTICLE 21: 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 US 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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 28: LIABILITY AND INDEMNIFICATION

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 2. In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that 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 29: 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 30: 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, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 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 31: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206 of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 *et seq.*, January 8, 2001 and other Federal requirements that may be issued.

ARTICLE 32: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with Lewis Lowry, Director Service Delivery & Contracted Services Paratransit, at (816) 346-0314 or via email at llowry@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: Tamika McDonald, Procurement Supervisor
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 33: 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 34: PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- 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 35: PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

ARTICLE 36: PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, 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 37: 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 38: REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department via email to payme@kcata.org. 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 39: 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 affected and the basis for settlement.
3. The following provisions if included in this Contract:

Acceptance of Material – No Release
ADA Access Requirements
Agreement in Entirety
Assignment
Bankruptcy
Breach of Contract; Remedies
Changes
Civil Rights
Conflicts of Interest
Continuity of Services
Contractor's Personnel
Contractor's Responsibility
Debarment and Suspension
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Environmental Regulations
Federal Changes
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
National Intelligent Transportation Systems Architecture & Standards
Notification and Communication
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment

Right to Offset
Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays
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 affected 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: TRANSIT OPERATIONS RESTRICTIONS

A. Charter Service Operation:

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

B. Alcohol Misuse and Prohibited Drug Use:

1. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to

inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.

2. If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

C. School Bus Operations:

The Contractor will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations." 49 CFR Part 605, to the extent consistent with 49 U.S.C. § 5323 (f) or (g).

D. Reporting Requirements:

The Contractor agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required to FTA's national transit database. The Contractor shall submit the requested.

ARTICLE 45: UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

ARTICLE 46: 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 I). One (1) unbound original.
- Volume II – Technical Proposal.
 - ✓ One (1) unbound original and twelve (12) 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.2; 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.*
 - ✓ Contractor Utilization Plan/Request for Waiver (Attachment H)
 - ✓ 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.
 - ✓ Proposal Bond for 5% of Proposed Year One Services

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. <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Service Disabled, Veteran Owned Business </div> <div> <input type="checkbox"/> SBA 8(a) Certified Business </div> </div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> HubZone Program Certified </div> <div> <input type="checkbox"/> Other _____ </div> </div>			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0272 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>I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.</i>			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <ul style="list-style-type: none"> • Completed Vendor Registration Form • KCATA Workforce Analysis/EEO-1 Report • Affidavit of Civil Rights Compliance (<i>found on KCATA's website as Attachment B</i>) <p style="text-align: center;"> 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: mgay@kcata.org </p> <p style="text-align: center;"> <u>NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.</u> </p>			
<p style="text-align: center;"><i>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.</i></p>			

ATTACHMENT B
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

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

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

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions

Attachment B ~ continued

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

Affiant’s Signature Date

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

Notary Public Signature Date

My Commission expires: _____

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 C.2 – 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 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

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____ Project Title _____

Prime Contractor _____

STATE OF _____)
COUNTY OF _____) SS

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

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is **0 %**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

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

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

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____ %

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

Attachment H ~ Continued

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

Bidder/Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____
(Signature)

Title _____

Date _____
(Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: _____

Notary Public

(Seal)

**ATTACHMENT I – COST/PRICE PROPOSAL RESPONSE FORM
MANAGEMENT AND OPERATIONS OF KCATA’S PARATRANSIT SERVICES**

~SEE ATTACHED EXCEL DOCUMENT~

The proposer shall complete the attached 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.

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.*

PRICING TABLE 2: OTHER REQUIRED PRICING

The proposer must state below all other applicable costs necessary to satisfy the *mandatory* requirements of the RFP. Unless stated in this Pricing Section, the KCATA shall assume that absolutely no other fees, expenses or charges, will be assessed to the KCATA whatsoever in connection with the products/services provided herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
GRAND TOTAL			\$

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_____