

REQUEST FOR PROPOSALS (RFP) #18-7047-36

Property Management/Maintenance and Preservation
for Several KCATA Transit Properties

Package A: KCATA Missouri Locations

Package B: KCATA Kansas Locations

Date: June 13, 2018

Contact: Tamika McDonald
Senior Buyer

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: tmcdonald@kcata.org

REQUEST FOR PROPOSALS (RFP)#18-7047-36
Property Management/Maintenance And
Preservation of Several KCATA Properties

June 13, 2018

Subject: RFP # 18-7047-34 Property Management/Maintenance and Preservation for Several KCATA Transit Properties

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified and experienced firms to provide property management services for transit properties in Missouri and Kansas.

The solicitation will consist of two parts:

Package A: KCATA Missouri Locations

Package B: KCATA Kansas Locations

Firms may submit proposals for one or both of the 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.

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 June 26, 2018 in the KCATA Building 1 Small 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. Questions and requests for clarification will be received until 2:00 P.M. CDT June 28, 2018. If required, KCATA's response to these submissions will be in the form of an Addendum by July 2, 2018.

Proposals must be received with all required submittals as stated in the RFP no later than 2:00 P.M. CDT on July 19, 2018 to

Kansas City Area Transportation Authority
Attn: Tamika McDonald, Senior Buyer
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.

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.

Michael Graham
Vice President of Procurement & Finance/CEO

PROPOSAL ORGANIZATION

SECTION 1. PROPOSAL CALENDAR

SECTION 2. SCOPE OF WORK

SECTION 3. PROPOSAL INSTRUCTIONS

SECTION 4. PROPOSAL SUBMISSION, EVALUATION, ACCEPTANCE AND AWARD

SECTION 5. SAMPLE CONTRACT/TERMS AND CONDITIONS

SECTION 6. 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

NO PROPOSAL REPLY FORM

**PROPOSAL # 18-7047-36
Property Management/Maintenance and Preservation
for Several KCATA Transit Properties**

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	June 13, 2018
Pre-Proposal Conference, Building 1 Small Conference Room, 1350 E. 17 th Street, Kansas City, MO.	June 26, 2018 2:00 P.M.
Deadline for Proposer Questions, Comments, & Requests for Clarification	June 28, 2018 2:00 P.M.
KCATA's Response to Questions/Requests for Clarifications	July 2, 2018
Proposal Closing	July 16, 2018 2:00 P.M.
Interviews (Tentative, and if Required))	July 26-27, 2018
Notice of Contract Award (Anticipated)	August 2018

SECTION 2 -SCOPE OF WORK

PACKAGE A: KCATA MISSOURI SITE LOCATIONS

A. Background:

The Kansas City Area Transportation Authority (KCATA, ATA, the Metro) is a regional transit agency and the largest of three service providers in the metropolitan area. The KCATA currently has several properties around the Kansas City metropolitan area that require management services. These properties include, but are not limited to:

1. The Metro Center located at 39th & Troost – Transit Center & Childcare Facility
2. Boardwalk Square located near I-29 and Barry Road – Restroom Facility/Transit Stop/Park & Ride
3. Village West on 99th & State Ave, in Kansas City, Kansas – Bus Shelters/Transit Stop
4. 3rd & Grand, Kansas City, MO – Northeast corner of parking lot, restroom facility
5. Blue Ridge Crossing – Blue Ridge Blvd & I-70, Bus Shelter/Transit Stop
6. Red Bridge Park & Ride – 71 Hwy & Red Bridge, Bus Shelters/Transit Stop
7. 75th & Troost Transit Center – Transit Center
8. 3 Trails Park -n-Ride- 9449 Blue Ridge Blvd.
9. Existing and Future Properties

The KCATA reserves the option to add additional properties at which time; fees will be based on pricing submitted on the above list. The awarded management company will ensure each of the aforementioned properties upkeep will provide a positive experience for KCATA Customers. This will include, but is not limited to:

1. Administrative and Reporting Requirements
2. Lawn Care and Landscaping Services
3. Utilities
4. Snow & Ice Removal
5. Janitorial services for restroom facilities and waiting areas
6. Parking lot, drive, and general building upkeep
7. Perform other property management tasks for KCATA as mutually agreed - must be approved prior to execution

The KCATA is seeking a firm with extensive knowledge of commercial property management and with qualified key personnel to be assigned to this account. The firm must meet all state licensing requirements for both Kansas and Missouri.

B. Term and Renewal Option(s):

The term of this agreement shall be for a period of one (1) year from date of contract award. The KCATA shall have the option to renew the contract annually for up to four (4), one (1) year periods. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term.”

C. Scope of Services for All Off-Site Locations:

1. Administrative:

- a. Contractor will report directly to the KCATA's Facilities department. The management fee will be budgeted for the coordination and supervision for all maintenance work for all properties. Currently, this fee does not include payments for utilities or security services.
- b. Contractor will enter into and supervise all contracts for routine maintenance and daily cleanup, non-warranty repairs, snow removal and other such services. Contractor will review, approve and pay all invoices from contractor's subcontractors and transmit the invoices and approvals to KCATA for review and reimbursement.
- c. Contractor will be the first point of contact for the lessee of the childcare facility at the Metro Center located at 39th & Troost, resolving routine tenant issues and concerns, and coordinating with the KCATA as appropriate. A detailed report of the operation of the property and all bills will be sent to the KCATA's Facilities Department on a monthly basis. Contractor will provide monthly and annual reporting/accounting system for management reporting, expense tracking and analysis.
- d. In the event operations of the properties require specifications different from those services detailed herein, the KCATA and contractor will mutually agree on the need for services and cost(s) associated with those services.

2. Lawn Maintenance & Landscaping Services:

- a. The contractor shall perform the following specified services throughout the entire premises, including, but not limited to, grass cutting, lawn maintenance, tree and shrub maintenance and upkeep, landscape beds upkeep (including mulching twice a year), sprinkler system management and upkeep.
- b. The contractor will provide quality lawn and landscape maintenance customarily provided at retail parking lots.
- c. Contractor shall schedule mowing and maintenance/upkeep on prearranged, as needed and on call if needed basis, whichever, is appropriate for the season.
- d. Contractor will be required to respond when necessary to emergency situations 24 hours a day, 7 days a week.
- e. Contractor should maintain an accurate sprinkler schedule which functions properly, cut grass as needed, maintain planting beds, trees, and shrubs to maintain the appearance similar to a retail parking lot. Sprinklers shall be serviced and adjusted as needed for weather conditions and optimal plant maintenance, as well as, turn on service in the spring and shut down service in the fall.
- f. Contractor shall employ, on the premises, only persons skilled in the work assigned to them. All personnel shall display identification at all times.
- g. There is no appropriate storage area on the property for lawn and landscape materials and/or maintenance equipment. Absolutely no storage of pesticides and/or fertilizers for any length of time will be permitted.

- h. Contractor will neatly trim grass, without scalping; edged and without visible clippings. Bushes shall be trimmed according to industry standards. Trees shall be pruned of damage and/or dead limbs and maintained per National Arborist Foundation recommendations.
- i. Fertilize, weed and grub control shall be performed as needed to maintain a healthy lawn including shrubs and trees, but minimally two times per year.

3. Snow & Ice Removal:

- a. The contractor shall perform the following services, including to but not limited to, all concrete areas, driveways, plaza areas, parking areas, and sidewalks.
- b. The contractor will provide snow and ice removal services customarily provided at retail parking lots. The parking lots will be swept one time annually to remove salt and debris due to snow removal services.
- c. The contractor shall be expected to respond when necessary to emergency situations. It is the contractor's responsibility in the event of snow and icy conditions to check the property and maintain safe operating conditions during hours of operation.
- d. The contractor shall treat the sidewalks and walking paths with ice melt to prevent slipping and/or falling hazards.
- e. KCATA reserves the right to request additional Snow and Ice removal services at various ATA locations throughout the Metropolitan area during the inclement weather season.

4. Cleaning:

- a. The contractor shall perform the following specified services throughout the entire premises, including but not limited to all sidewalks, plaza areas, lavatories, passageways, service/utility rooms, mechanical rooms, passenger shelters, and fence lines. The cleaning services shall be equal to those customarily provided in a first-class office building.
- b. All cleaning services shall be performed three days per week: Monday, Wednesday, and Friday between the hours of 6:00AM and 10:00PM Central Standard Time, with the exception of 39th & Troost, which shall be cleaned twice per day, seven days a week. The contractor shall perform weekly inspections of the property to check cleanliness. The contractor shall also leave lavatories sufficiently stocked on Friday evenings to last through the weekend use.
- c. The contractor shall employ, on the premises, only persons skilled in the work assigned to them. The contractor shall promptly furnish substitute qualified persons for any employees that, in the opinion of the owner, are unsatisfactory. All contracted personnel shall be bonded, and the Contractor shall pay all wages, payroll taxes and insurance required by the state, and all payments required by union contracts, if any. While cleaning the building, Contractor's personnel will not admit anyone unauthorized persons into the building.
- d. All contractor personnel shall be properly uniformed and display appropriate identification at all times. The Contractor shall furnish all cleaning materials, implements, machinery, and supplies to include soaps and restroom paper supplies. Owner shall provide contractor with space of the premises for storage of cleaning materials, (hazardous materials NOT permitted per contractor's scope of work), implements, and machinery.

- e. The contractor will be expected to respond when necessary to emergencies, i.e. leaks, stoppage, damage, etc... and report then to the management company as soon as possible.
- f. During each scheduled cleaning, floors will be swept, clean and wet mopped, using a germicidal detergent approved by the owner. The floors will then be mopped dry and all watermarks and stains be wiped from walls and metal surfaces. Floors are to be power scrubbed once per month on the first scheduled cleaning of each month.
- g. All mirrors, shelves, bright work (excluding exposed piping below the basins), towels dispensers, hand dryers, receptacles, and any other metal accessory shall be washed and polished. Contractor shall use only non-abrasive, non-acidic material to avoid damage to metal fixtures.
- h. All basins, including faucet handles, bowls and urinals shall be scoured, washed, and disinfected with an owner approved germicidal detergent solution, including walls near urinals. Contractor shall provide special care to clean areas such as the underside of toilet and bowl rings and urinals to prevent buildup of calcium and iron oxide deposits. Contractor shall wash both sides of toilet seats with germicidal solution, wipe dry, and leave seats in an upright position. Also, water shall be poured down all floor drains.
- i. The contractor shall keep janitorial closets and storage rooms in a neat, clean, and orderly condition at all times. Contractor shall also remove trash from all building and grounds, including fence line during each visit.
- j. Lavatories shall be thoroughly cleaned and disinfected weekly. The use of disinfectant to mask odor is prohibited. All waste paper and sanitary napkin receptacles are to be cleaned and new liners installed. Fill toilet tissue holders, seat cover containers, soap dispensers, and sanitary napkin vending dispensers, and maintain the operations of the same. The contract shall also keep the property clean and litter free.
- k. Light fixtures and Ceiling Grills shall be removed annually, washed thoroughly, dried, and then replaced. The interior and exterior windows shall be cleaned on a quarterly basis.

5. Repairs and Maintenance:

- a. The Contractor will coordinate any necessary replacement or repair for any or all facilities with contractors, vendors, suppliers, and manufacturers of material and equipment utilized in its construction and/or outfitting.
- b. The Contractor shall monitor the structures, systems maintenance, and repair, annual inspections required by the city and be responsible for complying with all Federal, State and municipal codes and regulations applicable to the performance of work (i.e. fire sprinklers, fire extinguishers, alarms, and backflow preventers). Also, they will monitor the upkeep of the entire building and grounds; serve as the first line of contact for review of structural, mechanical, and related problems and their resolutions.
- c. The Contractor shall provide assistance and services to the KCATA as needed.

6. Passenger Amenities Care:

- a. Weekly cleaning of passenger shelters shall include power washing the panels and dome tops, inside and out, then squeegee off all glass panels including kiosks.

- b. The entire area shall be debris free and all litter containers will be emptied once a week and relined with a fresh plastic bag, with trash and litter disposed of in a KCATA approved landfill.
- c. All shelters, benches, kiosks, and surrounding areas shall be kept graffiti free at all times
- d. The management firm shall repair any damaged or replace any glass panels or plastic dome tops (KCATA will supply vendor source) damaged from vandalism, weather, or any other general maintenance required.
- e. The management firm shall return shopping carts to the cart owner's nearest cart corral. Carts with no owner identification should be disposed of.

D. Specific Scope of Services for Each Property (All items listed have descriptions furthering the scope of work required on the previous pages)

1. The Metro Center at 39th & Troost:

- a. The KCATA is the owner of a single-story building of approximately 16,300 square feet on the northeast corner of 39th Street and Troost Avenue. The structure houses two facilities: a KCATA bus passenger waiting area of approximately 1,200 square feet for customers of the METRO bus system; and a non-profit public childcare facility of approximately 15,100 square feet plus parking and an outdoor playground. The childcare center is leased from the KCATA.
- b. The childcare provider will provide contracting and management for routine maintenance and daily cleaning of the childcare center, separately and independent of the Transit Center.
- c. Administrative Maintenance fees also include responding to tenant calls from the Day Care Center as they may arise and general enforcement of their lease.
- d. Lawn Maintenance & Landscaping services shall be provided in designated areas.
- e. Snow & Ice Removal shall be provided for the Transit Center area only.
- f. Cleaning shall be performed in the Transit Center area only, including power washing the sidewalk one time per month, except during inclement weather with these services to be scheduled by the KCATA as needed.
- g. Repairs and Maintenance
- h. Painting the interior of the Transit Center annually.

2. Boardwalk Square near I-29 & Barry Road (8550 N. Boardwalk Ave.)

- a. Paint the interior annually and the exterior tri-annually. Exterior painting shall be a minimum of 2 times per contract run.
- b. Lawn Maintenance & Landscaping
- c. Snow & Ice Removal
- d. Cleaning
- e. Repairs and Maintenance

- f. Passenger Amenities Care

3. 3-Trails Park-N-Ride (9449 Blue Ridge Blvd), Blue Ridge & East Bannister Road

- a. Paint the interior annually and the exterior tri-annually. Exterior painting shall be a minimum of 2 times per contract run.
- b. B Lawn Maintenance & Landscaping
- c. Snow & Ice Removal
- d. Cleaning
- e. Repairs and Maintenance
- f. Passenger Amenities Care

4. 3rd & Grand (Northeast Corner of Parking Lot)

- a. Paint the interior annually and the exterior tri-annually. Exterior painting shall be a minimum of 2 times per contract run.
- b. Lawn Maintenance & Landscaping
- c. Snow & Ice Removal
- d. Cleaning
- e. Repairs and Maintenance

5. Blue Ridge Crossing

- a. Paint shelter structure tri-annually (minimum of 2 times per contract run).
- b. Repairs and Maintenance – must be approved prior to execution
- c. Passenger Amenities Care and Trash removal shall be performed two times per week
- d. Snow & Ice Removal and ice melt treatment of shelter area and sidewalk to include all bus stop areas

6. Red Bridge Park & Ride

- a. Administrative
- b. Repairs and Maintenance – must be approved prior to execution
- c. Passenger Amenities Care and Trash removal shall be performed one time per week
- d. Snow & Ice Removal
- e. Lawn Maintenance

7. 75th & Troost Transit Center

- a. Administrative
- b. Repairs and Maintenance – must be approved prior to execution
- c. Restrooms
- d. Passenger Amenities Care
- e. Snow & Ice Removal
- f. Lawn Maintenance & Landscaping

8. 74th Terrace & Broadway Transit Center

- a. Passenger Amenities Care and Trash removal shall be performed one time per week.

9. 75th & Prospect Transit Center

- a. Passenger Amenities Care and Trash removal shall be performed one time per week.

10. Existing and Future Properties

- a. Existing and Future properties owned and/or operated by the KCATA may require property management services prior to the expiration of this contract.
- b. Fees for an additional property will be based on pricing associated with one or more of the comparable properties listed above.

11. Alphapointe – 75th & Prospect (Potential Transit Center)

- a. Paint the interior annually and the exterior tri-annually. Exterior painting shall be a minimum of two (2) times per contract term.
- b. Lawn Maintenance & Landscaping
- c. Snow & Ice Removal
- d. Cleaning
- e. Repairs and Maintenance
- f. Passenger Amenities Care

12. East Village 12th & Charlotte (Potential Transit Center)

- a. Paint the interior annually and the exterior tri-annually. Exterior painting shall be a minimum of 2 times per contract term.
- b. Lawn Maintenance & Landscaping
- c. Snow & Ice Removal
- d. Cleaning
- e. Repairs and Maintenance
- f. Passenger Amenities Care

E. Pricing

All Offerors shall provide a firm, fixed price. Pricing must include all conceivable aspects of completing work. This should include (but is not limited to) labor, expenses, licenses, insurance, general & administrative expenses, overhead, materials not described but required to complete the work. Failure to do so may deem your response to be non-responsive.

SECTION 2 -SCOPE OF WORK

PACKAGE B: KCATA KANSAS SITE LOCATIONS

A. Background:

The Kansas City Area Transportation Authority (KCATA, operating as the Metro) is a regional agency providing public transit in the Kansas City metropolitan area. KCATA, in conjunction with the Unified Government of Wyandotte County/Kansas City, Kansas (UG), has developed two new transit centers and new “Connex” bus stops along the State Ave. Corridor in Wyandotte County. All of these improvements need to be cleaned (power washed), inspected and serviced on a regular basis. Repairs will also be necessary at these locations on an as-needed, and as authorized, basis.

KCATA desires to secure a contractor or contractors to clean and service the new Wyandotte County transit centers (Metro Centers) and Connex bus stops. Two contracts are envisioned:

CONTRACT 1: Transit Center Comprehensive Maintenance Contract. Midtown Kansas City, KS Metro Center (Exhibit C) located at 47th and State (Contractor will service transit facilities only – not the building Area A) and the Downtown Metro Center (Exhibit B) and Connex stops at 7th and Minnesota. Provide full year cleaning and servicing for years 2018 thru 2022

CONTRACT 2: State Ave. Station Cleaning and Trash Removal Contract. Up to 34 Connex bus stops and passenger amenities along State Avenue (Exhibit A) and three existing bus shelters and stops in the Village West area in western Wyandotte County with option to add additional Connex stops. 3. Provide full year cleaning and servicing for years thru

The selected contractor(s) will ensure that the transit stops and Metro Centers are kept clean and safe and provide a positive experience for KCATA and the Unified Government of Wyandotte County transit customers. The work of each contractor will generally include:

1. Transit Center Contract.

- a. Routine Cleaning and Power Washing of Metro Center Passenger Amenities and Platform Areas
- b. Annual Cleaning Tasks for lighting, windows and salt & sand.
- c. Transit Operator Restroom Cleaning
- d. Snow & Ice Removal from Drives and Sidewalks
- e. Lawn Maintenance and Landscaping Services
- f. Irrigation Maintenance Services
- g. Electrical and Lighting Inspections and Safety Reviews
- h. Trash Removal and Emptying of Trash Receptacles
- i. Repairs, Maintenance and Other Upkeep on an As Needed and As Directed Basis
- j. Identification and Coordination of Warranty Repair Items

2. State Ave. Connex Station Cleaning and Trash Removal Contract.

- a. Routine Cleaning and Power Washing Shelters, Kiosks, and Transit Stop Platforms
- b. Lawn Maintenance and Landscaping Services at four (4) stops in Village West Only
- c. Removal of Trash and Emptying of Trash Receptacles
- d. Repairs, Maintenance and Other Upkeep on an As Needed and As Directed Basis
- e. Identification and Coordination of Warranty Repair Items

The KCATA is seeking contractor(s) with knowledge and experience with property maintenance and with qualified personnel that meet all state (Kansas) and local (Wyandotte County) licensing requirements.

B. Term and Renewal Option(s):

The term of this agreement shall be for a period of one (1) year from date of contract award. The KCATA shall have the option to renew the contract annually for up to four (4), one (1) year periods. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term.”

C. Pricing

All Offerors shall provide a firm, fixed price. Pricing must include all conceivable aspects of completing work. This should include (but is not limited to) labor, expenses, licenses, insurance, general & administrative expenses, overhead, materials not described but required to complete the work. Failure to do so may deem your response to be non-responsive.

D. Scope of Services:

A. Transit Center Comprehensive Maintenance Services Contract

1. Administration:

- a. Contractor will identify a contract manager that will report to and receive direction from the KCATA’s Facilities Department.
- b. Contractor may undertake work with its own forces or may enter into subcontracts for portions of the work. Contractor must oversee any and all subcontractors and review, approve and pay all invoices from subcontractors and transmit the invoices and approvals to KCATA for reimbursement.
- c. In the event maintenance requires activities different from those detailed herein, the KCATA and contractor will mutually agree on the need for services and cost(s) associated with those services and KCATA will authorize work before contractor’s proceeds.
- d. All employees working on the contract are to be persons skilled in the work assigned to them.
- e. All personnel shall be properly uniformed and display appropriate identification at all times. All cleaning materials, equipment, implements, machinery, and supplies are to be supplied by the Contractor.
- f. Contractor will be required to respond to emergencies at the two Metro Center locations, 24 hours per day, 7 days per week, i.e. serious damage, electrical issues, safety issues, etc., and report them to KCATA’s Plant Management.

2. 47th and State (Midtown KCK) Metro Center:

a. Routine Cleaning:

1. Contractor will be responsible for all aspects of Metro Center cleaning and ground maintenance except for the maintenance of the interior of the building. The interior of the building will be maintained by UG.

2. The contractor shall power wash the passenger platform areas, and passenger shelters, three times per week (Area B-1, Exhibit C). Information kiosks will be cleaned as needed.
 3. The contractor shall power wash sidewalks and access ways once per week (Area B-2, Exhibit C). Information kiosks will be cleaned as needed.
 4. The contractor shall keep the area including hose bibs in a neat, clean, and orderly condition at all times. Contractor shall also remove trash from grounds, during each visit as well as remove any graffiti.
 5. All cleaning services shall be performed three times per week unless otherwise directed by KCATA. The contractor shall perform weekly inspections of the transit areas to check cleanliness and ensure safety.
- b. Annual Cleaning:
1. Light fixture covers on platform canopy shall be removed annually, washed thoroughly, dried, and then reinstalled.
 2. Building windows (exterior) will be cleaned annually.
 3. The parking lots and transit center drives will be swept one time following the winter season annually to remove salt and debris due to snow removal services.
- c. Transit Operator Restrooms (Area E, Exhibit C and Exhibit D):
1. Contractor will clean transit operator restrooms inside the building 3 times per week. No other work will be done inside the building.
 2. Operator Restrooms. All mirrors, shelves, bright work (excluding exposed piping below the basins), towels dispensers, hand dryers, receptacles, and any other metal accessory shall be washed and polished. Contractor shall use only non-abrasive, non-acidic material to avoid damage to metal fixtures.
 3. All basins, including faucet handles, bowls and urinals shall be scoured, washed, and disinfected with an owner approved germicidal detergent solution, including walls near urinals. Contractor shall provide special care to clean areas such as the underside of toilet and bowl rings and urinals to prevent buildup of calcium and iron oxide deposits. Contractor shall wash both sides of toilet seats with germicidal solution, wipe dry, and leave seats in an upright position. Also, water shall be poured down all floor drains.
 4. Lavatories shall be thoroughly cleaned and disinfected. The use of disinfectant to mask odor is prohibited. All waste paper and sanitary napkin receptacles are to be cleaned and new liners installed. Fill toilet tissue holders, seat cover containers, soap dispensers, and sanitary napkin vending dispensers, and maintain the operations of the same.
 5. The contractor shall also leave lavatories sufficiently stocked on Friday evenings to last through the weekend use.
 6. While cleaning the restrooms, the Contractor's personnel will not admit any unauthorized persons into the building.

d. Snow & Ice Removal:

1. The contractor will provide snow and ice removal services customarily provided at retail business at all concrete areas, driveways, transit plaza areas, parking areas, and sidewalks. (See Exhibit C for limits.) The contractor shall have a contact available 24 hours per day and immediately respond to emergency situations. It is the contractor's responsibility in the event of snow and icy conditions to check the property and maintain safe operating conditions during ATA and building hours of operation.
2. The contractor shall treat the transit center sidewalks and walking paths with ice melt to prevent slipping and/or falling hazards.

e. Lawn Maintenance & Landscaping Services:

1. Services will include but are not limited to grass cutting, lawn maintenance around the transit center area (Area C & D, Exhibit C), tree and shrub maintenance and upkeep, landscape beds upkeep, sprinkler system management and upkeep. All of the Metro Center, including the area immediately around the building, is part of the contract. See Exhibit C.
2. Contractor will cut grass as needed or as directed, maintain planting beds, trees, and shrubs to maintain appearance.
3. Contractor shall schedule mowing and maintenance/landscape upkeep on prearranged basis, as appropriate for the season.
4. Native grass areas (Area C) are to be cut twice per year.
5. Non-Native grass areas (Area D) are to be cut weekly or as required to maintain a maximum height of 6".
6. Contractor will neatly trim turf grass, without scalping; edged and without visible clippings. Bushes shall be trimmed according to industry standards. Trees shall be pruned of damage and/or dead limbs and maintained per National Arborist Foundation recommendations. Mulch at planting bed, will be applied at least twice per year and must be ATA approved.
7. Fertilize, weed and pest control shall be performed as needed to maintain a healthy plants and lawn including shrubs and trees, but minimally two times per year on site.
8. There is no storage area on the property for lawn and landscape materials and/or maintenance equipment. No storage of pesticides and/or fertilizers for any length of time will be permitted.

f. Irrigation Maintenance:

1. Contractor will maintain the sprinkler system on a schedule to keep it functioning properly. The management firm shall monitor the structures, systems maintenance, and repair, annual inspections required by the city and be responsible for complying with all Federal State and municipal codes and regulations applicable to the performance of work (i.e. fire sprinklers, fire extinguishers, alarms and backflow preventers).

2. Sprinklers shall be serviced and adjusted as needed for weather conditions and optimal plant maintenance.
3. Annual sprinkler service shall be provided including turn on service in the spring and shut down service in the fall.

g. Electrical and Lighting Safety and Maintenance Inspection:

1. Contractor will inspect all exterior electrical services and power connections for transit signs and transit passenger platforms and transit center lighting at least monthly and provide ATA inspection reports. Safety issues will immediately be made safe.
2. Electric Vehicle Charging Station is not a contractor responsibility and will be maintained by UG.

h. Property Repairs and Notification to KCATA:

1. The contractor will advise KCATA of any needed repairs and, when directed by KCATA, coordinate any necessary replacement or repair with contractors, vendors, suppliers, and manufacturers of material and equipment utilized in its construction.
2. The contractor shall monitor the upkeep of the Metro Center and serve as the first line of contact for review of problems and their resolutions and provide assistance and additional services, including repairs, to the KCATA as authorized.

i. Warranty Repair Maintenance:

Contractor will identify the need for warranty repairs and, when directed by KCATA, coordinate all repairs with the appropriate contractor or manufacturer.

j. Trash Removal:

Emptying all exterior trash receptacles and those in the bus operator restrooms will be done by the contractor at least twice weekly. Trash from receptacles and restroom may be disposed in onsite enclosed trash dumpsters for removal by others.

3. Downtown (7th and Minnesota) Metro Center:

a. Routine Cleaning:

1. All sidewalks, shelters, benches, and passenger waiting areas at the Metro Center (Exhibit B) will be power washed two times per week. This will include the two Connex stops on Minnesota Ave. at 7th Street.
2. Contractor will be responsible for all aspects of Metro Center cleaning and ground maintenance except the Winkler Clock which will be maintained by UG.
3. The contractor shall keep the area in a neat, clean, and orderly condition at all times. Contractor shall also remove trash from grounds during each visit as well as remove any graffiti.
4. The contractor shall perform weekly inspections of the transit areas to check cleanliness and ensure safety.

5. Contractor shall not be responsible for the Winkler Clock. UG shall provide all maintenance of the clock.

b. Annual Cleaning:

The transit center drive will be swept one time following the winter season annually to remove salt and debris due to snow removal services.

c. Snow and Ice Removal:

1. Contractor is responsible for Transit Center drives and sidewalks (Exhibit B), but not 7th Street or Minnesota Ave.
2. The contractor will provide snow and ice removal services customarily provided at retail business at all concrete areas, driveways, transit plaza areas, parking areas, and sidewalks. The contractor shall have a contactor available 24 hour per day and immediately respond to emergency situations. It is the contractor's responsibility in the event of snow and icy conditions to check the property and maintain safe operating conditions during ATA hours of operation.
3. The contractor shall treat the transit center sidewalks and walking paths with ice melt to prevent slipping and/or falling hazards.

d. Landscaping Services:

Contractor will maintain the Metro Center landscaping in the same manner as identified above for 47th and State.

e. Irrigation Maintenance:

1. Only sprinkler system on the transit center shall be maintained. Minnesota avenue sprinkler system shall be maintained by UG.
2. Contractor will maintain the sprinkler system on a schedule to keep it functioning properly.
3. Sprinklers shall be serviced and adjusted as needed for weather conditions and optimal plant maintenance.
4. Annual sprinkler service shall be provided including turn on service in the spring and shut down service in the fall.

f. Electrical and Lighting Safety & Maintenance Inspections:

1. Contractor will visually review lighting and electrical routinely when onsite for regular cleaning monthly. Contractor will inspect all exterior power and lighting connections at least monthly and provide ATA an inspection report. Any safety related issues will immediately be made safe.
2. UG shall be responsible for electrical maintenance of the Winkler Clock.

g. Property Repairs and Notification to KCATA:

1. The contractor will advise KCATA of any needed repairs and, when directed by KCATA, coordinate any necessary replacement or repair with contractors, vendors, suppliers, and manufacturers of material and equipment utilized in its construction.
2. The contractor shall monitor the upkeep of the Metro Center and serve as the first line of contact for review of problems and their resolutions and provide assistance and additional services, including repairs, to the KCATA as authorized.

h. Warranty Repair Maintenance:

Contractor will identify the need for warranty repairs and, when directed by KCATA, coordinate all repairs with the appropriate contractor or manufacturer.

i. Trash Removal:

Emptying all exterior trash receptacles will be done by the contractor at least twice weekly.

4. Village West Development B (99th & State Avenue – Kansas City, Kansas)

g. Administrative

h. Repairs and Maintenance – must be approved prior to execution

i. Passenger Amenities Care and Trash removal shall be performed one time per week

B. Connex Station Cleaning and Trash Removal Contract

Cleaning of State Ave. Connex Stations at up to 33 Locations (see Exhibit A for Locations):

1. Stops with Shelters (14).

Weekly (one time per week unless otherwise directed) cleaning of Connex passenger shelters shall include power washing the panels and roof tops, inside and out, then squeegee off all side panels of shelters and kiosks, power wash sidewalk to include (5) five feet past defined passenger amenity area in all directions. Trash receptacles will be emptied weekly.

2. Stops without Shelters (Kiosks and/or Benches and Trash Receptacles Only, 18).
Connex stops without shelters will be cleaned and washed monthly. Trash receptacles to be emptied once per week.

- a. The entire area shall be left clean and debris free.
- b. All benches, kiosks, and surrounding areas shall be kept graffiti free at all times.
- c. The contractor shall report any damage, from vandalism, weather, or any other general maintenance, repairs or warranty work required to KCATA.
- d. Electrical service inspections at these Connex stops is not part of this contract and will be done by a separate electrical contractor.

3. Landscaping Services:

Contractor will maintain the four (4) Village West stops landscaping in the same manner as identified above for 47th and State except there will be no mowing, irrigation or tree maintenance. Only plantings and planting bed maintenance is required.

SECTION 3 - PROPOSAL INSTRUCTIONS

1. General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing at **2:00 P.M., July 19, 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, Senior Buyer**. Electronic comments, questions and requests for clarification should be sent to tmcdonald@kcata.org and the subject line should read “RFP #18-7047-36.”

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 10% 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 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) separately sealed volumes.
- B. The proposal shall consist of one (1) original and three (3) 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 three (3) 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.
- 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. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.
- D. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
- F. 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 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
- b. The following are excluded from the page count:
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional lists of references
 - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
 - Required forms such as Licenses, Certifications and Financial Data
- c. One page is defined as one side of a single, 8-1/2 x 11" page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts). KCATA discourages the inclusion of marketing materials.

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

1. Title Page

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

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

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

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

4. Key Personnel Experience and Qualifications

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

5. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.

6. Exceptions, Omissions and Form of Contract

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- b. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (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.

7. Subcontractor Utilization

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
 - Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details

- Date business established and number of years under present ownership/management
- Services to be performed on this project and anticipated cost of work subcontracted
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- If a certified Disadvantaged Business Enterprise (DBE), include a copy of certificate verifying current status
- Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager or other key personnel

b. Include the following signed and dated certification statement:

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

4. Volume III – Contractual

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm’s most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. Debarment
1. The Proposer must certify that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-Procurement Programs.”
 2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
 3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

D. Lobbying

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

E. Employee Eligibility Verification

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

F. Proposer Status and Affirmative Action

1. Vendor Registration. All firms doing business with the KCATA shall complete a Vendor Registration Form (Attachment A). However, bidders that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. Affirmative Action Compliance.
 - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
 - b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past year shall submit an Affidavit of Civil Rights Compliance (Attachment B).

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

5. Basis for Contract Award

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

6. Evaluation Criteria

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

Evaluation Criteria	Evaluation Point Value
Cost/Price	25
Quality of approach and methodology for performing the effort, clearly demonstrates an understanding of the applicable issues and requirements for building management	20
Quality, clarity, and completeness of scope of services, including extent to which alternative approaches/tasks will achieve required objectives	20
Key Personnel Experience and Qualifications	20
References of Similar Projects	15
TOTAL POINTS POSSIBLE	100

7. Presentations/Interviews/Written Responses

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

8. Negotiations & Best and Final Offer (BAFO)

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

SECTION 5-SAMPLE CONTRACT

Contract #18-7047-36 Property Management/Maintenance and Preservation of Several KCATA Transit Properties

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 **June 13, 2018** entitled “**Property Management/Maintenance and Preservation of Several KCATA Transit Properties**” (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 investment management and custodial trustee services as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ____ (__) year(s) beginning _____, **2017 and expiring on** _____. The products/services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the 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: AGREEMENT IN ENTIRETY

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

ARTICLE 2: ASSIGNMENT

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

ARTICLE 3: BANKRUPTCY

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

ARTICLE 4: BREACH OF CONTRACT; REMEDIES

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

ARTICLE 5: CHANGES

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

ARTICLE 6: CHANGES TO FEDERAL REQUIREMENTS

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

Agreement between the Authority and FTA (Master Agreement 23 dated October 1, 2016), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

ARTICLE 7: CIVIL RIGHTS

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

facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 8: CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

ARTICLE 9: CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase in-training and (2) exercise 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 10: CONTRACTOR'S PERSONNEL

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

ARTICLE 11: CONTRACTOR'S RESPONSIBILITY

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

ARTICLE 12: DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 13: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE’s) is 10 percent. *KCATA’s overall goal for DBE participation is 15 percent. A separate contract goal of 10% has been established for this procurement.*
- B. Contractors shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)). The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA’s prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor’s notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- C. **Good Cause.** Good cause includes the following circumstances:
 - 1. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements; or
 - 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and

debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or

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

ARTICLE 14: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

ARTICLE 15: DISPUTE RESOLUTION

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

ARTICLE 16: EMPLOYEE ELIGIBILITY VERIFICATION

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

ARTICLE 17: EMPLOYEE PROTECTIONS

A. EMPLOYEE PROTECTIONS

1. Contract Work Hours and Safety Standards Act

- a. 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 times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701 *et seq.*)
- b. 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.
- c. 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.
- d. 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.

- e. **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.

ARTICLE 18: ENVIRONMENTAL REGULATIONS

- A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

ARTICLE 19: FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

ARTICLE 20: 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 21: 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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 28: LOBBYING RESTRICTIONS

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

ARTICLE 29: NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS

The contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 ©, 23 U.S.C. § 512 note, and

Contractor agrees to apply with FTA Notice, “FTA National ITS Architecture Policy on Transit Projects” 66 *Fed. Reg.* 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

ARTICLE 30: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with Donna Koontz, Facilities Manager, at (816) 346-0227 or via email at dkoontz@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, Senior Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

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

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

ARTICLE 31: 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 32: PROHIBITED INTERESTS

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

ARTICLE 33: PROHIBITED WEAPONS AND MATERIALS

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

ARTICLE 34: RECORD RETENTION AND ACCESS

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

ARTICLE 35: REQUESTS FOR PAYMENT

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

D. Subcontractor Payments

- 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
- 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
- 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
- 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

ARTICLE 36: RIGHT TO OFFSET

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

ARTICLE 37: SEAT BELT USE POLICY

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

ARTICLE 38: SEVERABILITY

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

ARTICLE 39: SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- C. **Subcontractor Payments.** See Requests for Payment Provisions.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 3. The following provisions if included in this Contract:

ADA Access Requirements
Agreement in Entirety
Assignment
Bankruptcy
Breach of Contract; Remedies

Changes
 Changes to Federal Requirements
 Civil Rights
 Conflicts of Interest
 Continuity of Services
 Contractor's Personnel
 Contractor's Responsibility
 Debarment and Suspension
 Disadvantaged Business Enterprise (DBE)
 Disclaimer of Federal Government Obligations or Liability
 Dispute Resolution
 Employee Eligibility Verification
 Environmental Regulations
 Fraud and False or Fraudulent Statements or Related Acts
 Governing Law: Choice of Judicial Forum
 Headings
 Incorporation of FTA Terms
 Independent Contractor
 Inspection of Services
 Insurance
 Liability and Indemnification
 Licensing, Laws and Regulations
 Lobbying Restrictions
 National Intelligent Transportation Systems Architecture & Standards
 Notification and Communication
 Ownership, Identification, and Confidentiality of Work
 Privacy Act Requirements
 Prohibited Interests
 Prohibited Weapons and Materials
 Record Retention and Access
 Requests for Payment
 Right to Offset
 Severability
 Subcontractors
 Suspension of Work
 Taxpayer Identification Number (TIN)
 Termination
 Texting While Driving and Distracted Driver
 General Provisions

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

ARTICLE 40: SUSPENSION OF WORK

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

ARTICLE 41: TAXPAYER IDENTIFICATION NUMBER (TIN)

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

ARTICLE 42: TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

ARTICLE 43: TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

ARTICLE 44: 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 45: WARRANTY; WARRANTY OF TITLE

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
- D. **Warranty of Work and Maintenance**
 - 1. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the various trades.
 - 2. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for 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.

ARTICLE 44: GENERAL PROVISIONS

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

J. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____ KCATA's Initials _____

KCATA's Initials _____

SECTION 6 – ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS

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

- Volume I – Cost Proposal
 - ✓ Cost Proposal Form (Attachment H). One (1) unbound original.
- Volume II – Technical Proposal.
 - ✓ One (1) unbound original and three (3) 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.

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.			
<input type="checkbox"/> Service Disabled, Veteran Owned Business			
<input type="checkbox"/> SBA 8(a) Certified Business			
<input type="checkbox"/> HubZone Program Certified			
<input type="checkbox"/> Other _____			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0272 or via email at cmoore@kcata.org			
WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as U. S. Department of Homeland Security's E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
VENDOR CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <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 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 align="center"> <u>NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.</u> </p>			
<p 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 _____)
) SS
COUNTY OF _____)

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

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is **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
PROPERTY MANAGEMENT/MAINTENANCE AND PRESERVATION
FOR SEVERAL KCATA TRANIST PROPERTIES**

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_____