

REQUEST FOR QUALIFICATIONS (RFQ)
#17-7049-39

MASTER DEVELOPER FOR ROCK ISLAND CORRIDOR

Date: September 22, 2017
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September 22, 2017

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(RFQ) #17-7049-39**

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The Kansas City Area Transportation Authority (“KCATA,” “ATA,” “Authority”) and Jackson County, Missouri (the “County”) are seeking a qualified, visionary development partner to participate in the KCATA and the County’s efforts to create a comprehensive development strategy leading to economic development, “Multi-Modal Project” planning and development, and trail and transit oriented development (TrOD and TOD) on, adjacent, or near the Rock Island Rail Corridor (the Corridor). The selected firm’s project staff and proposed team must include professionals who have demonstrated qualifications and experience in the specific areas identified in this RFQ.

A pre-proposal conference will be held at Kansas City Area Transportation Authority’s offices located at 1200 East 18th Street in Kansas City, MO, 64108 on October 3, 2017, at 1:00 p.m. Although attendance at this conference is not required, those firms interested in proposing to the RFQ are encouraged to attend.

Minority-Owned Business Enterprises (MBEs), Woman-Owned Business Enterprises (WBEs), Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs) are encouraged to submit proposals as Prime Contractors, Subcontractors, Joint Ventures or Partnerships.

Questions (technical, contractual, or administrative) must be directed in writing to via email to Denise Adams at dadams@kcata.org. Questions and requests for clarifications will be received until 10:00 a.m. on October 6, 2017. If required, KCATA’s response to these submissions will be in the form of an Addendum.

This RFQ 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. Respondents shall read and understand the requirements covered in the sections listed under the Table of Contents of this document.

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

Following review of the submitted qualifications of those responding to this RFQ, respondents may be invited to interviews as necessary at their own expense. Those selected for interviews will be informed as to exact date and time if invited for interviews and discussion. Respondents may also be required to submit written responses to questions regarding their qualifications and response to this RFQ.

KCATA contemplates a two phased approach to securing the Master Developer. This RFQ initiates the first phase of the process. Following this RFQ process, KCATA anticipates issuing a more detailed request for proposals (RFP) for a Master Developer to qualified firms. From review of these future proposals, a Master Developer contractor will be selected. Firms interested in receiving the future RFP, must respond to the RFQ and provide their qualifications.

However, KCATA reserves the right to waive the RFP process and proceed directly to contract negotiations with the best qualified firm/team for this project if deemed to be in the best interest of KCATA.

Requests for Qualifications must be received with all required submittals as stated in the RFQ no later than 2:00 p.m. on October 23, 2017 and addressed to

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

Responses received after the time specified shall not be considered for award. Responses received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Responses not meeting specified delivery and method of submittal will not be opened nor considered responsive. Submission of a response shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of RFQ closing.

No person or entity submitting a proposal in response to this RFQ, 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 a Contractor. Any such contact would be grounds for disqualification of the Proposer.

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NO PROPOSAL REPLY FORM

RFQ #17-7049-39

MASTER DEVELOPER FOR ROCK ISLAND CORRIDOR

To assist KCATA in obtaining good competition on its Requests for Qualifications, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Denise Adams, KCATA's Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at dadams@kcata.org.

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

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

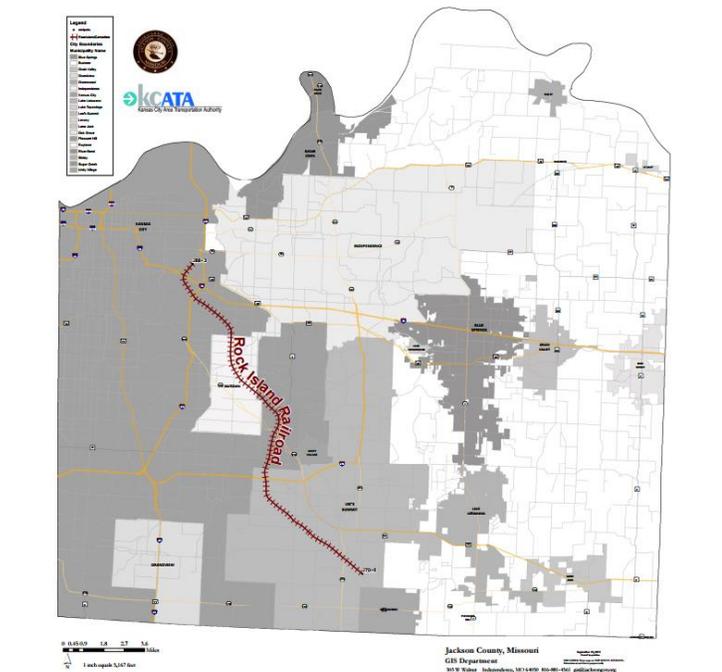
RFQ Advertised and Issued	September 22, 2017
Pre-Proposal Conference	October 3, 2017 KCATA's Breen Building - Large Conference Room 1200 East 18 th Street, Kansas City, MO 1:00 p.m.
<i>NOTE: A call-in number will be available for those interested in participating by telephone.</i>	
Questions, Comments and Requests for Clarifications Due to KCATA	October 6, 2017 10:00 a.m.
KCATA's Response to Questions, Comments and Requests for Clarification	October 10, 2017
RFQ Closing	October 23, 2017 2:00 p.m.
Interviews (Tentative and as Required)	November 1-3, 2017
Request for Proposals Issued for Rock Island Corridor Master Developer (Phase 2)	November 2017
Selection and Award of Master Developer	Early 2018

SECTION 2 SCOPE OF SERVICES

2.1 Introduction and Purpose

The Kansas City Area Transportation Authority (KCATA) and Jackson County, Missouri (the “County”) are seeking a qualified, visionary development partner to participate in the KCATA and the County’s efforts to create a comprehensive development strategy leading to economic development, “Multi-Modal Project” planning and development, and trail and transit oriented development (TrOD and TOD) on, adjacent, or near the Rock Island Rail Corridor (the Corridor). KCATA will be the contracting entity, but the selected Master Developer will be required to work with both KCATA and the County. The Master Developer will also be expected to work with the cities in which the corridor is located.

The 17.7-mile rail corridor runs from approximately the Truman Sports Complex (Kansas City, Missouri) to southeastern Lee’ Summit by MO-291 highway and Hamblen Road connecting 3 municipalities- the City of Kansas City, City of Raytown, and City of Lee’s Summit, Missouri. The KCATA, in partnership with the County intends to develop a Multi-Modal Project in the Corridor that satisfies its many intended uses listed in order of priority 1) preserving the corridor’s integrity for freight rail service, most notably the corridor’s unencumbered continuity, 2) implementing transit service in the Corridor, and 3) accommodating the funded shared-use path (to be built in 2018). Because of the diversity and connectivity of the Corridor, job centers, multiple activity centers, and major development areas, the Rock Island Corridor offers a unique and unprecedented development opportunity.



Source: Jackson County

KCATA envisions an ongoing successful development continuum with numerous major and secondary projects that 1) builds upon the regional vision of the Rock Island being an innovative transit Corridor providing connectivity within the corridor and to downtown Kansas City, Missouri; 2) leverages the significant prior and proposed public and private investments on, adjacent or near the Corridor; and 3) maximizes the benefit to the communities, the County, and the KCATA by integrating transit, the shared use path, and future investment, development, and redevelopment to create both commercial and

residential opportunities that will bring economic growth, density, and other public benefits to the surrounding communities.

This Request for Qualifications (RFQ) is the first step of the two-phase process in selecting a firm that will work with KCATA and the County to stage this 17.7- mile Corridor so that it will attract regional, national, and international developers/development teams to maximize the development synergy for this Corridor.

The purpose of this RFQ is to determine potentially qualified firms that are interested in working with KCATA to develop the Corridor and that can bring an understanding of approaches to development that are best suited to this particular corridor and relate to the vision for transit in the corridor. After the qualification responses are submitted and reviewed, a shorter list of qualified firms will be invited to submit a more detailed response to a Request for Proposals (RFP) in the second phase. The Corridor Master Developer will be selected at the end of phase two.

The ultimate purpose of this two-phase process is to identify an experienced development advisor and potential long-term partner for KCATA and Jackson County to help determine the potential for development in the corridor; formulate a master plan for TOD, transit and trail associated development that will be of interest to regional, national, and international developer(s) and equity finance sources; and to work with KCATA and the County to implement the master plan over several years.

While the Rock Island Corridor is unique and project approaches should be tailored to the specific needs of this corridor, there are a number of other national projects and plans that may have relevance for development of this corridor including:

1. **The Atlanta Beltline:** A 22-mile corridor of trails, parks, transit, and development with an exceptional master planning and sub-area planning framework.
2. **Denver Union Station:** An innovative public-private partnership incorporating light rail, commuter rail, bus service, public space, walking and biking trails, and new private development delivered by a Master Developer.
3. **Dallas Area Rapid Transit (DART) Plans:** Exemplary station-area plans funded by the HUD Community Challenge Grant Program that have helped to facilitate investment in and around DART stations.
4. **Capital Metro Station Area Profiles (Austin, TX):** Station area profiles, metrics scorecards, market analyses, and development site plans that help market sites and provide data about station areas to the development community.
5. **The High Line (New York City) and The 606 (Chicago):** Two elevated rail-trails with significant marketing efforts and programming that are driving private investment in their respective communities. The operations of both trails are funded by conservancy groups or public-private partnerships.
6. **Northwest Arkansas Regional Greenways:** A system of trails in Bentonville and Fayetteville (of which the Razorback Regional Greenway is the spine) that contribute to the overall quality of life in the region and are in part responsible for its significant population growth.

The above list is only illustrative and certainly not all inclusive of corridor or large, long term area transit oriented development plans.

2.2 Project Objectives

The Corridor is very diverse with extensive development and economic activity around key nodes such as the Truman Sports Complex, Historic Downtown Raytown, and areas in Lee's Summit, providing great potential for varying types and scales of development throughout. One of the keys to this project is to match development potential with transit and shared use path to maximize benefits – while respecting the important connections created between communities, assets, and future development opportunities for the Little Blue River Valley and surrounding natural environment.

The Master Developer will advise and guide the KCATA and County in developing a conceptual Master Development Plan to meet the KCATA and County goals for the Corridor, assist KCATA in locating and negotiating transactions with potential developers and investors, and establish a list of specific tasks, schedules, and deliverables for the development of the Corridor. The Master Developer should provide in their qualifications response information on similar roles they have played on other projects and how they might use this experience to approach the Rock Island corridor and assist in:

1. Developing a conceptual Master Development Plan to bring development to the Corridor that is linked to and will support transit and the shared use path;
2. Identifying and detailing areas where transit oriented development might best occur in the corridor and how development might drive transit-supportive density and provide a reliable revenue stream to help fund and/or sustain transit;
3. Identifying potential approaches to development and potential issues restricting development and proposing solutions to overcome these issues.
4. Identifying funding sources and opportunities for transit and transit orientated development including public private partnerships;
5. Working with potential developers to understand the corridor and develop potential development proposals or partnerships with KCATA and the County as well as the local cities having jurisdiction.
6. Assisting KCATA and the County in developing and issuing issue subsequent RFP/s to qualified developer(s) where appropriate and recommended.

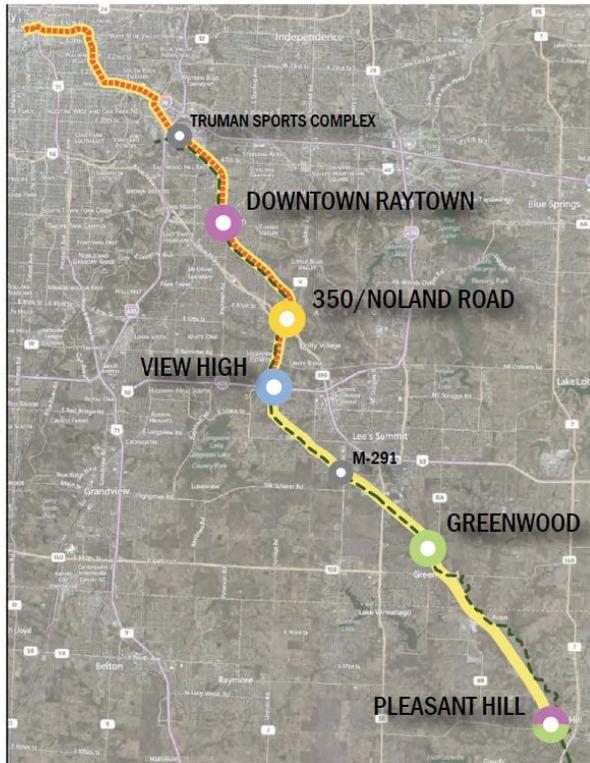
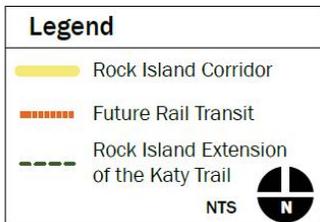


Concept – Rail at Arrowhead Sports Complex

2.3 Development Area and Opportunities

The development area is the 17.7 –mile Rock Island Corridor that runs from approximately the Truman Sports Complex (Kansas City, Missouri) to southeastern Lee’ Summit by the MO-291 highway and Hamblen Rd. The major activity centers include the Truman Sports Complex, Blue River Industrial Valley, Downtown Raytown, 350 Highway and Noland Road intersection (Kansas City), View High (Lee’s Summit), and 291 Highway. Additionally, a later phase of construction will bring trail connection extending the Rock Island Corridor through Greenwood, and to Pleasant Hill, thereby connecting the existing Rock Island Rail Corridor with the statewide Katy Trail. Moreover, the new development underway along the Rock Island Rail Corridor is planned to extend from Pleasant Hill to Beaufort, MO over 216 miles. KCATA and the County envision that this development area will serve as a regional gateway which connects the Corridor to surrounding communities, to downtown KCMO, and to 500 miles of the Katy and Rock Island trails in outside Missouri.

- ### Rock Island Corridor Typologies
-  Downtown / Main Street
 -  Suburban Center
 -  Trail Focused Development
 -  New Neighborhood
 -  Stations included in transit study but not analyzed in this part of study



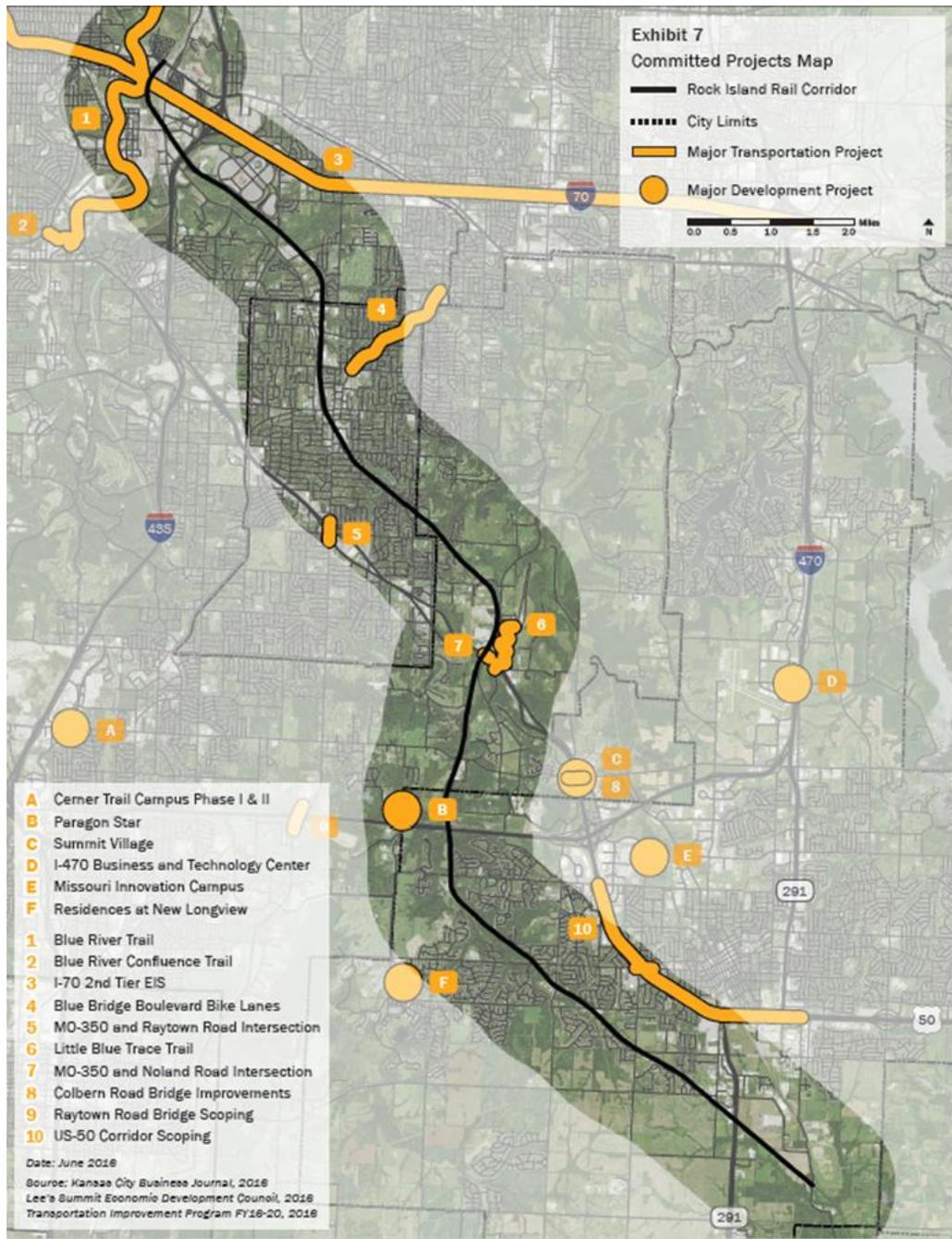
Source: 2013 MARC Sustainable Communities Initiative Rock Island Corridor

This RFQ invites the private sector to express their interest and submit qualifications and approaches for an extraordinary opportunity of developing this 17.7- mile rail corridor which possesses the following strategic advantages:

- The Corridor is among the region’s largest economic investment and development corridors outside of Downtown KCMO’s Main Street.
- The Corridor can be repositioned as one of the region’s top innovation, development and lifestyle corridors.
- The Corridor offers regional coordination and collaboration among: KCATA, Jackson County, KCMO, Raytown, and Lee’s Summit as supporting key stakeholders who are interested in development, growth, and investment.
- The Corridor is 5 miles away from connecting to the 240-mile Katy Trail, and plans to bring online the State’s development of the 216 miles of the Rock Island Rail Corridor that will create a 500-mile east/west trail corridor north and south of the Missouri River providing regional and cross state access between Kansas City and St. Louis for cyclists, hikers, and walkers. Additionally, users can connect to nearly all of our region’s most popular trails creating the ability to reach any part of our metropolitan area.
- The Corridor begins at the Truman Sports Complex which sits on 370+ acres, and is adjacent to hundreds of acres owned by Jackson County and the City of Kansas City. The Sports Complex is home of two national sports teams (the Kansas City Chiefs and the Kansas City Royals) who share their two stadium locations at the highway intersection of I-70 and I-435 at the Truman Sports

Complex. This project has the potential to be the first pedestrian and transit connection to the stadium complex.

- Ten years ago, Jackson County voters approved over \$850 Million in joint stadium improvements, solidifying its commitment to the development of this area.
- Local commitments for the growth of Eastern Jackson County and the I-470 Development Corridor.
- Raytown's status as a historic inner-ring suburban as well as the size and continued growth of Lee's Summit provide a unique opportunity for development in this region.
- The Corridor adjoins or is in close proximity to \$8 billion of new investment and development with current estimated job creation of over 21,000 new jobs. There is significant development momentum in southern and southeastern Jackson County that can be leveraged in support of corridor development.

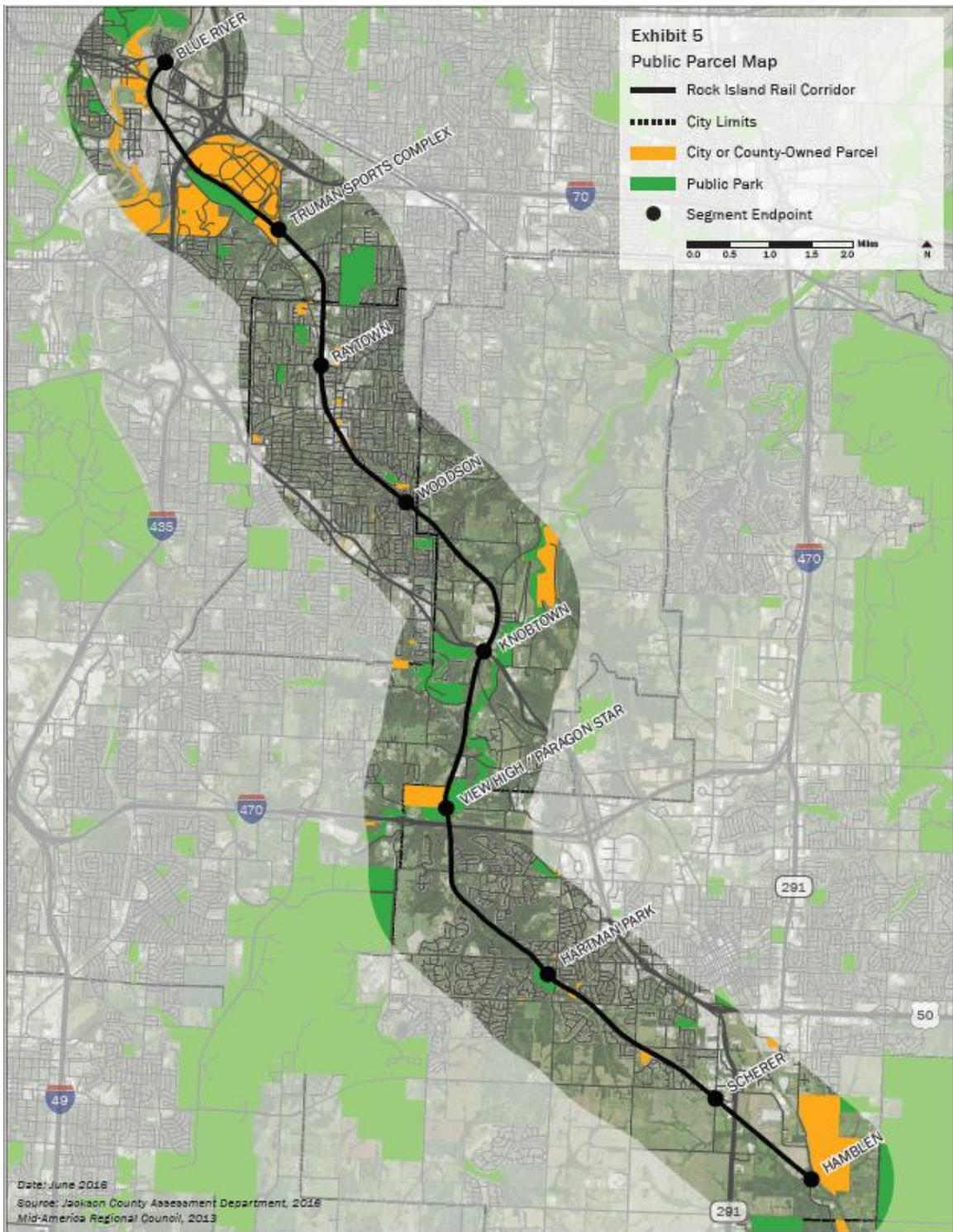


Source: TranSystems Shared Use Path Scoping 2016

A sample of major development, investment and employment generation projects on or near the Rock Island Rail Corridor include:

- **Truman Sports Complex:** Two National Sports' franchises with \$850 Million of Investment between 2007 to 2009, and over 90 home games every year.
- **Cerner:** \$4.5 Billion, 16,500 jobs, and 4 million sq. ft. of new campus office buildings are located at Bannister Road and I-435.

- **Paragon Star:** \$230 Million Soccer and mixed used development at View High Drive and I-470.
- **South View High Corridor and I-470:** \$250 Million of planned and approved development.
 - Adjoining the View High Corridor are key assets including: Longview Community College; Jackson County Parks, and Longview Lake;
 - Mariner Investment's new Longview mixed use master planned development community.
- **Unity Village:** 300 acres of planned commercial and light industrial development north of I-470 and Douglas Road.
- **Bannister Road/NE Colbern Road:** runs 8 miles west from I-435 at the new Cerner Development to NE Douglas Road adjacent to Unity Village and the Lee's Summit Regional Airport. This 8-mile road corridor offers easy access to the Rock Island Rail Corridor and Trail within 4 miles east or west of the Corridor.
- **Summit Woods, Summit Fair, and Summit Place:** retail developments at Chipman Road, east and west of 350 Highway.
- **The Village Soccer Complex and Mixed Use Development:** \$235 Million located in Grandview, one half mile east of I-49 on 150 Highway.
- **Burns & McDonnell:** new headquarters' and expansion forecasted to add 2,000 new jobs to the region. The growth of this HQs employer in south KC is close enough that it can affect market demand for new housing that is potentially located along the RIRR.
- **International House of Prayer:** campus and developments in Grandview.
- **Honeywell:** new \$1 Billion production plant with 1,500 employees at Botts Road and 150 Highway.
- **Marine Corps Finance Center:** 400 employees located in Belton



Source: TranSystems Shared Use Path Scoping 2016

2.4 Potential Roles and Responsibilities of a Corridor Master Developer

Specific roles and responsibilities of the Master Developer will be more specifically identified during the RFP process of Phase 2, but the KCATA and the County envision a Corridor Master Developer serving as a long-term primary advisor for the development of the 17.7-mile railroad Corridor.

Therefore, the Master Developer should:

1. Have the ability to undertake extensive planning refinement studies and market assessment to address infrastructure issues, environmental issues, transportation issues, and land development issues not fully-developed or addressed in the Corridor.
2. Have relationships with other professional firms/developers to sustain the development process.
3. Have relationships with potential end users and tenants for the development.
4. Have knowledge of transit oriented developments and opportunities offering regional impact.
5. Have experience and an understanding of issues involved in working on development with public entities like KCATA and the County.
6. Have familiarity with local, regional and federal public development processes and an understanding of issues involved in working with multiple jurisdictions in developing and implementing a master plan for a large area or corridor.
7. Have an understanding of local, state, and federal development financing tools and policies, and experience in creatively employing these tools to maximize public benefit.
8. Have experience in all phases of the development process and experience in multi-phase/mixed-use development including residential, retail, office, commercial and industrial.
9. Have experience in coordinating with local jurisdictions on land use and development plans.

2.5 Potential Responsibility of the Master Developer

It may be the responsibility of the Master Developer to review existing corridor studies and land use plans, to arrange and prioritize primary and secondary development, purchase, and leasehold opportunities, including managing contract control over prime development sites in and around the Corridor. Primary and secondary development sites will be identified by the Master Developer. The Master Developer shall also be responsible for negotiating business transactions with developers and investors for development of the Corridor and recommending development agreements to KCATA and the County.

Currently it is anticipated that the Master Developer will be expected to assist KCATA and the County with the following 14 areas. However, the range of responsibilities maybe adjusted following the RFP responses. A final scope of services, and deliverables will be negotiated with the Master Developer at end of phase 2.

1. Develop a project management and coordination plan to meet the strategic goals and objectives of the Corridor.
2. Coordinate with KCATA, the County, local jurisdictions, public and private partnerships, and other key stakeholders.
3. Develop a conceptual Master Development Plan for the Corridor, and demonstrate its consistency with the existing and ongoing regional and local area plans; delineate the components including land use, urban design, transportation and land use integration concepts, planning tools, and resources of implementing such Plan. This plan should provide input and endorsement for the local

jurisdictions relating to their segments of the Corridor.

4. Support the KCATA, the County, and 3 local jurisdictions in continued community engagement activities, such as open house meetings and workshops, charrettes, neighborhood and stakeholder presentations. Proactive community engagement will be a key factor in the success of development along the corridor.
5. Conduct a market assessment(s) to identify opportunities associated with the development, implementation, and operation of the Multi-Modal Project and the Shared Use Path.
6. Develop scenarios of projected land use, build-out potential, and development density that will justify various levels of transit investment supported through development including trail, rail, freight, BRT, commuter, Streetcar and autonomous vehicle.
7. Identify a projected timeframe and prioritize development path based upon market momentum and potential proactive planning activities by the 3 local jurisdictions.
8. Identify key factors that will be necessary to achieve projections as well as challenges to addressing these factors at key locations to assess how transit and TOD might co-exist and complement each other.
9. Identify key development nodes and transit co-existence locations.
10. Recommend phasing and prioritization strategy to maximize the development synergy and benefit to KCATA, the County, 3 local jurisdictions, and surrounding communities.
11. Develop a revenue generation and allocation strategy that addresses the obligations and objectives outlined at the Cooperative Agreement and the Management and Maintenance Agreement.
12. Solicit and assemble local, regional, national, and international developers.
13. Prepare branding and marketing materials for the Corridor and key development sites.
14. Identify costs, funding sources, and financing options for implementing the Master Development Plan.
15. Create development performance and milestones through a refinement of the market analysis that depicts absorption and tenant mix for the project area.
16. Prepare periodical reports on progress, performance, and recommendations for next phases.

2.6 Additional Documents

Additional documents related to the Rock Island Corridor are available:

- A. 2013 Jackson County Commuter Corridors Alternatives Analysis Locally Preferred Alternative Report
- B. 2013 MARC Sustainable Communities Initiative Rock Island Corridor

- C. 2017 Rock Island Corridor Conceptual Transit Alternative Assessment
- D. Rock Island Corridor Shared-Use Path Scoping Study
- E. Cooperative Agreement for the Right of Way Acquisition for Construction of a Trail System and Future Rail Line for Commuter Service and Other Public Transportation Systems in Kansas City and Jackson County, Missouri (KCATA and Jackson County Rock Island Corridor Agreement)
- F. Rock Island Maintenance and Management Agreement

These documents will be made available through an FTP site. This access information to the FTP site will be provided to all interested firms.

**SECTION 3.
PROPOSAL INSTRUCTIONS**

3.1 General Information

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

Interested firms may submit proposals until 2:00 p.m. on October 23, 2017. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108 to the attention of Denise Adams.

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

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

3.2 Reservations

KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFQ in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority. KCATA shall be the sole judge of what is in its best interest with respect to this RFQ.

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

3.3 Proposer’s Responsibilities

By submitting a proposal, the Proposer represents that:

1. The Respondent has read and understands the RFQ and the proposal is made in accordance with the RFQ requirements and instructions;
2. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
3. It is authorized to transact business in the State of Missouri.

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.

Incomplete proposals may render the proposal non-responsive.

3.6 Modification of Proposals

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

3.7 Protests

The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the Senior Manager of Procurement, no later than five (5) days before the bid closing date.

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

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

The KCATA Senior Manager of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Senior Manager of Procurement, the protester may appeal in writing to KCATA’s Chief Financial Officer within five (5) days from the date of the Senior Manager of Procurement’s response.

The KCATA Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA Chief Financial Officer response will be provided within ten (10) days after receipt of the request. The KCATA Chief Financial Officer decision is final and no further action on the protest shall be taken by the KCATA.

By written notice to all parties, KCATA's Senior Manager of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

3.9 Disclosure of Proprietary Information.

A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

- marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
- printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
- segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.

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

SECTION 4. QUALIFICATION SUBMISSION AND EVALUATION

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

4.1 Proposal Format

The Qualifications submission is limited to 20 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 20 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.

The following are excluded from the page count:

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

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

Volumes shall be submitted in the following order:

1. **Volume I – Proposal.** One (1) original (labeled/stamped Original) and six (6) copies.
2. **Volume II – Contractual.** One (1) original of the completed, signed submittals as specified in Section 4.4 below and in Attachment A, "Proposal Checklist."

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

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

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

- G. The outside of each package shall be clearly marked, “RFQ #17-7049-39: Master Developer for Rock Island Corridor
- H. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.
- I. All hand deliveries must be made through KCATA’s Shipping/Receiving Department. Please allow ample time to navigate through KCATA’s secured entrance and parking areas.

4.2 Proposal Page Limit

The proposal page limit is 20 pages. If a Proposer submits a proposal exceeding this limit, KCATA may consider the pages up to the allowable number and discard all subsequent pages.

The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional lists of references
- Résumé/background information (please restrict to a maximum of two (2) pages per individual)

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

4.3 Proposal Content

Each 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 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.

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

A. Letter of Transmittal

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

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

B. Title Page

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

C. Table of Contents

Clearly identify the materials submitted by section and page number.

D. General Business Background

Provide a brief synopsis of the Proposer's and major sub-consultants businesses, which would include experience as a development advisor and or successful history of securing development. Include when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFQ. Proposers shall provide financial status and credit worthiness statement. This may be a current Dunn and Bradstreet Rating or two most recent years of audited financial statements.

E. Key Personnel Experience and Qualifications

This section should demonstrate the Proposer's experience, skills and qualifications and identify key personnel leading the project and others that might be made available to perform work as Development Advisor. Experience should be described in working on similar projects involving preparation of a master development plan for a large area or corridor including Transit Oriented Development, and describing the success of securing development, including implementing such a plan in partnership with entities similar to the KCATA and County and in managing the keys to successful development from such a master plan.

Describe in detail direct experience in successfully completing development projects of similar size and complexity. Describe direct experience implementing government-funded and regulated projects

with multiple stakeholders, meeting schedules, budgets and extensive federal reporting requirements. Detail any added services that the Proposer will provide that are not specifically requested in this RFQ. At least seven (7) references should be provided. References should include brief project description and client contact information including name, telephone number, and email address.

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

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

F. Project Approach, Management and Organization

This section should provide information on the approach to this project that will help confirm the qualifications and understanding of the team and assist KCATA and the County in formulating a formal RFP for phase two of this selection process. This may describe how the work will be performed to fulfill the scope of the project and its requirements and demonstrate the intended approach to perform the tasks necessary to successfully complete the Project, describe potential and/or preferred payment mechanisms for the Master Developer and where the team has had experience with similar payment processes and what experience the team has in working with a corridor or area involving multiple jurisdictions.

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

G. Understanding of the Rock Island Corridor and Surrounding Communities

This section should demonstrate the understanding the Proposer and team have of the region including of the diverse communities and unique aspects related to the Rock Island Corridor and the potential for transit-oriented development in that area that are a Rock Island Corridor specific approach to development.

H. Exceptions

1. The proposal should clearly identify any exceptions to the requirements set forth in this RFQ.
2. The selected firm/team will enter into a negotiated contract with KCATA based on the attached sample agreement (Attachment B). Proposers should the contract, terms and conditions and identify any exceptions to the clauses included therein.
3. Any exceptions the RFQ requirements and/or to the contract terms and conditions must be provided in the Proposal documents. The submittal may be considered non-responsive in the event KCATA and the selected firm/team do not reach mutual agreement on any exceptions noted.

4.4 Volume II – Contractual

A. Financial Condition of the Firm. In this section the Proposer must submit information

demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**

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. Employee Eligibility Verification

The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.

The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

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

D. Proposer Status and Affirmative Action

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

2. Affirmative Action Compliance.

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

4.5 Selection Procedure and Schedule

The Selection Committee will review submittals, and develop a short list of candidates to be invited to participate in the development team interviews. During the development team interviews, developers will be asked to submit and present more detailed development proposals for the Corridor, in keeping with the project objectives described in this solicitation. The Selection Committee will then evaluate these proposals, and recommend the top developer/development team for the final contract.

The following is a tentative schedule for the Contractor selection process. The KCATA reserves the right to change this schedule to meet the needs of staff, the selection committee, and key partners.

Phase 1:

Request for Qualifications (RFQ) Due..... October 23, 2017
Interviews (Tentative and if Required).....November 1-3, 2017

Phase 2:

Selected Firms Invited to Submit Request for Proposals (RFP) November, 2017
RFPs Due.....January, 2018
Contract Approval and Award.....March, 2018

4.6 Evaluation Criteria

Following receipt and evaluation of responses to the RFQ (and interviewing firms if necessary), KCATA and the County intend to prepare an RFP that will be provided to the top ranked firms in terms of qualifications. In evaluating qualifications, key factors will be as follows:

The proposals submitted by each developer or development team, will be evaluated according to the following factors, in order of priority:

- A. **Specialized experience and technical competence.** This includes overall competence of Master Developer, experience of Project Managers and the proposed management concept.
- B. **Understanding of the nature of the project and clarity of proposed approach.** This includes project understanding, understanding of the Kansas City market and development potential (regional and local) and the clarity of the proposal.
- C. **Project Management.** This includes the schedule of staff and hours committed.
- D. **Work Experience/References.** Reflects previous work experience of the project team and satisfactory accomplishment of similar projects including ability to meet schedules and deadlines and responsiveness of client input and needs.

4.7 KCATA Reservation of Rights

- A. KCATA reserves the right to reject any and all submittals received in response to this request for qualifications/information, to contract with or to secure consulting services from other developers as deemed necessary by the KCATA.
- B. KCATA reserves the right to waive the RFP process and proceed directly to contract negotiations with the best qualified firm/team for this project if deemed to be in the best interest of KCATA.
- C. KCATA also reserves the right to extend the scope of this engagement to other KCATA projects beyond the original Rock Island Corridor project for provision of real estate development advisory services.

ATTACHMENT A

PROPOSAL SUBMITTAL CHECKLIST DOCUMENT/FORM REQUIREMENTS

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

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

- **Attachment C Vendor Registration (if not already registered with KCATA)**
- **Attachment D-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subs)**
- **Attachment E Affidavit of Civil Rights Compliance**
- **Attachment F.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification**
- **Attachment F.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (Applicable if using Subcontractors)**
- **Financial Statements for Past Two (2) Years (Not Required for Subcontractors)**

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

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

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Qualifications (RFQ) solicited by the KCATA, dated _____, entitled “Master Developer for Rock Island Corridor” (sometimes referred to as the “project”, the “Project” or the “work”). The Contractor hereby agrees to provide A/E Services as written in the Scope of Work for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

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

4. CONTRACT SUM.

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

5. MISCELLANEOUS PROVISIONS.

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

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

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

CONTRACTOR

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

By _____

Name _____

Title _____

By _____

Daniel Serda
Chairman, Board of Commissioners

By _____

Dennis Bixby
Secretary, Board of Commissioners

ATTACHMENT B (CONTINUED)
CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. 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.

4. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the KCATA official identified in the "Notification and Communication" section. This notification shall be furnished within five 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.

5. BREACH OF CONTRACT; REMEDIES

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

6. CHANGES

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

7. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note and as directed by Executive Order 13672, titled "Further Amendments to Executive Order 11478"). The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, creed, sex, sexual orientation, gender identity, national origin, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or KCATA may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.
- C. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTINUITY OF SERVICES

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

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.

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.

12. DISPUTE RESOLUTION

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

13. 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.

14. 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.

15. GOVERNING LAW

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

16. 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.

17. INDEPENDENT CONTRACTOR

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

18. 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.

19. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF) or Missouri Employers' Mutual Insurance Company.
- B. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - 1. Contractual liability coverage is applicable; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and 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.

20. LAWS AND REGULATIONS

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

21. LIABILITY AND INDEMNIFICATION

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

such suit.

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

22. 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.

23. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's contact Denise Adams, Senior Manager of Procurement at (816) 346-0224 or via email at dadams@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

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

If to Contractor:

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred, or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

24. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials

prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address.

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

25. PRIVACY ACT REQUIREMENTS

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

26. 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.

27. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit

persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.

- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

28. RECORD RETENTION AND ACCESS

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

29. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

D. Subcontractor Payments

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

30. 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.

31. SEAT BELT USE POLICY

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

32. 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.

33. 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. **Subcontractor Payments.** See Requests for Payment Provisions.

C. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. The following provisions if included in this Contract:

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

D. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

E. 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.

F. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

34. **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.

35. **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 _____.

36. **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.

37. 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.

38. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery or performance dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Senior Manager of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.

- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Senior Manager of Procurement to make a decision on any request for extension. The Senior Manager of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Senior Manager of Procurement shall notify the Contractor of its decision in writing.
- G. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

39. GENERAL PROVISIONS

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

- I. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

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

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

**ATTACHMENT C
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 .					
Description:					
NAICS CODE(S) :			NAICS CODE(S):		
NAICS CODE(S):			NAICS CODE(S):		

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

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

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

DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dadams@kcata.org

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

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

Signature		Date
Printed Name		Title

The following documents must be returned:

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

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

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

A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

KCATA WORK FORCE ANALYSIS/EEO-1 REPORT ATTACHMENT D-2 -- KCATA WORKFORCE ANALYSIS /EEO-1 REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

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

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

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

**ATTACHMENT F-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 F-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.