
**Kansas City Area Transportation Authority
PROCUREMENT DEPARTMENT
1350 East 17th Street
Kansas City, Missouri 64108**

Request for Proposals

Proposal # 08-5010-73

TRANSIT VANS

**PURCHASE OF TEN (10) TRANSIT VANS WITH A SEATING
CAPACITY OF TWELVE (12) AMBULATORY PASSENGERS AND
ONE (1) WHEELCHAIR POSITION; WHEELCHAIR LIFT-EQUIPPED
AN OPTIONAL FIFTY (50) ADDITIONAL TRANSIT VANS OVER FIVE (5) YEARS**

Date: October 22, 2008

Contact: Jim Mellody
Procurement Manager

Telephone Number: (816) 346-0279

FAX Number: (816) 346-0336

E-Mail: jmellody@kcata.org

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Date: October 22, 2008
Request for Proposals # 08-5010-73
NOTICE OF REQUEST FOR PROPOSALS

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The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. The Kansas City Area Transportation Authority issues this Request for Proposal (RFP) #08-5010-73 for the purchase of ten (10), 22 foot, five-year, 150,000 mile Transit Vans, with options to purchase up to an additional fifty (50) Transit Vans, over a five-year period. The van will be built on a commercial cutaway or uni-body chassis, dual-wheeled rear axle, minimum seating of 12 ambulatory passengers, one wheelchair tie-down position and powered by a diesel or unleaded gasoline engine.

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All prospective proposers are requested to attend a pre-proposal conference scheduled for October 30, 2008 at 11:00am local time to be held at KCATA, 1200 E. 18th Street, Breen Building, Kansas City, Missouri, 64108. The purpose of the pre-proposal conference will be to address points of emphasis and receive proposers' preliminary questions. Please contact Jim Mellody at 816-346-0279 or via e-mail jmellody@kcata.org if attending.

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The successful proposal must meet all Federal laws and regulations for rolling stock procurements including Transit Vehicle Manufacturer (TVM) compliance with DBE requirements as stated in 49 CFR section 26.49, accessibility requirements of DOT regulations 49 CFR part 37, Americans with Disabilities 36 CFR part 1192 and 49 CFR part 38, air pollution and fuel economy regulations 40 CFR part 85 and 86, 40 CFR part 600 and bus testing requirements 49 CFR part 665. All material or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standard (OSHA) as published in the Federal Register.

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The purchase of vehicles as described herein shall be conducted using a competitive negotiated purchase procedure to determine the best value for the KCATA. One original and four copies of the proposal must be submitted in accordance with the instructions contained herein no later than 3:00pm local time on December 2, 2008. Please reference RFP #08-5010-73 on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal instructions will not be opened nor considered as responsive. Proposals must be submitted to:

Kansas City Area Transportation Authority
Procurement Department / 08-5010-73
Attn: Jim Mellody
1350 East 17th Street
Kansas City, Missouri 64108

Proposals will be firm for 120 days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. KCATA reserves the right to waive informalities or irregularities in proposals, and to reject any or all proposals and to re-advertise for proposals if it is in the best interest of the Authority.

1 For information related to this proposal, contact Jim Mellody at (816) 346-0279,
2 jmellody@kcata.org fax 816-346-0336.

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6 Etta Jackson
7 Director of Procurement

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1 **NO PROPOSAL REPLY FORM**

2
3 **PROPOSAL # 08-5010-73**
4 **TRANSIT VANS**

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6 To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received
7 an invitation but do not wish to propose, please state the reason(s) below and return this form to Jim
8 Mellody, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816)
9 354-0336.

10
11 This information will not preclude receipt of future invitations unless you request removal from the
12 Proposer’s List by so indicating below.

13
14 ***Unfortunately, we must offer a “No Proposal” at this time because:***

15
16 ___ 1. We do not wish to participate in the proposal process.

17
18 ___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document.
19 Our objections are:

20
21 _____
22
23 _____

24
25
26 ___ 3. We do not feel we can be competitive.

27
28 _____
29
30 _____

31
32
33 ___ 4. We do not provide the services on which Proposals are requested.

34
35
36 ___ 5. Other: _____

37
38
39 ___ We wish to remain on the Proposer’s list for these services.

40
41
42 ___ We wish to be removed from the Proposer’s list for these services.

43
44
45 _____
46 FIRM NAME

47 _____
48 SIGNATURE

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SECTION 1. ANTICIPATED PROPOSAL SCHEDULE

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Proposal Issued..... October 22, 2008

Pre-Proposal Conference/Site Tour

A.. Date and Time October 30,2008
11:00am

B. LocationKCATA
1200 E. 18th Street
Breen Building
Kansas City, Mo.
64108

Deadline for Proposer Requests for Clarifications, ApprovedNovember 7, 2008
Equals Close of Business

Deadline for KCATA’s Response to Clarifications, Approved..... November 14, 2008
Equals

Proposal Closing.....December 2, 2008
3:00pm local time

Proposer Interviews Scheduled.....Week of December 15th

Negotiations Scheduled (BAFO)* Week of January 6th

Proposal Award January 2009

*Tentative

1 **SECTION 2. SCOPE OF SERVICES/**
2 **QUALITY ASSURANCE AND WARRANTY PROVISIONS**

3
4 **2.1 GENERAL SPECIFICATIONS**
5

6 The van will be built on a commercial cutaway chassis, commercial Unibody chassis or an
7 approved equal, with a dual-wheeled rear axle. It will seat 12 ambulatory passengers and
8 have one wheelchair tie-down position. The vehicle will be powered by a diesel or unleaded
9 gasoline engine. The transmission shall be a heavy duty 5-Speed automatic overdrive, with
10 an external transmission oil cooler or approved equal. The KCATA would prefer an
11 adaptive electronic stability program.
12

13 Federal funds from the Federal Transit Administration of DOT will be used to procure
14 these vehicles. These vehicles must have been tested at the Pennsylvania Transportation
15 Institute bus testing facility (PTI) at Altoona, Pennsylvania. This requirement may be
16 found in the Federal Register 49 CFR Part 665.11, Subpart B, Bus Testing Procedures
17 Revised, October 1, 2007.
18

19 **2.2 CHASSIS/ENGINE/TRANSMISSION**
20

21 The chassis to be used is a commercial cutaway chassis, Unibody chassis or approved equal,
22 with dual rear wheels and 171" maximum wheelbase. The vehicle is to be powered by a
23 diesel or unleaded gasoline engine.
24

25 Exhaust egress shall to be located behind right rear wheel with a side discharge.
26

27 The transmission shall be a heavy duty 5-Speed automatic overdrive, with an external
28 transmission oil cooler or approved equal. The transmission shall have a sealed dipstick.
29

30 The axle ratio is to be 4.10 or 3.73 or approved equal.
31

32 The GAWR of the vehicle shall be no less than 4,400 lbs. front axle and 7,700 lbs. rear axle.
33 The GVWR shall be no less than 11,000 lbs.
34

35 The radiator shall be for "extreme or extra heavy duty".
36

37 Fuel tank capacity shall be 55 gallons; the exact size of fuel tank shall be stated in proposal.
38

39 The preferred "fill" for the fuel tank shall be located on the "curb side" of the vehicle.
40

41 The brakes shall be "extreme or heavy duty" disc brakes on all four axles.
42

43 The steering must be power assist, with heavy-duty handling package, and front and rear
44 stabilizer bars. Tilt steering is required. Cruise control is not allowed and the cost should be
45 deducted from the overall cost of the vehicle bid.
46

47 The vehicle shall not include AM/FM radio; deduct cost from vehicle proposed.

1
2 The vehicle shall have intermittent wiper features.

3
4 A brake interlock is to be installed to prevent the transmission from being placed in gear
5 without the operator's foot on the brake, or placed in gear when the wheelchair lift is in
6 operation.

7
8 A back-up alarm must be added to the chassis so that an alarm sounds when the vehicle is
9 placed in reverse gear.

10
11 **2.3 GENERAL DIMENSIONS**

12
13 The overall width is not to exceed 96 inches, the exterior height not to exceed 125 inches.
14 Interior width at seat level should be at least 93 inches. Interior height should be at least 75
15 inches. The roof hatch may exceed the roof height by three inches.

16
17 The bumpers shall be "Romeo Safety Bumpers", or approved equals. The rear bumper shall
18 be an "anti-ride".

19
20 First step height from ground should be less than 12 inches; this will be a part of the
21 evaluation, with preference going to the shortest distance. Step riser height should not
22 exceed 9 inches; step tread depth should be at least 9 inches.

23
24 Entrance door must have a clear opening width of 32 inches, minimum, and a clear height of
25 78 inches minimum. The door should provide for a maximum view of the operator in an
26 open or closed position.

27
28 The lift door opening should be at least 40 inches wide by 65 inches tall. This will be part of
29 the evaluation and preference will be given to the larger dimensions.

30
31 Wheelchair door should be double door with best possible glass size. The window will be
32 tinted to 28% light transmitting, no add on tinting film is permitted.

33
34 Aisle width should be at least 16 inches.

35
36 There shall be 12 seats for ambulatory passengers and 1 ADA certified wheelchair tie-down
37 position in the vehicle.

38
39 The wheelbase of the chassis needs to be provided by the proposer based on the general
40 dimensions provided above. The critical dimension is the total body length once the vehicle
41 is constructed on the chassis.

42
43 **2.4 CUTAWAY BODY CONSTRUCTION**

44
45 The cutaway body shall be constructed in conformance with the Federal Motor Vehicle
46 Safety Standards (FMVSS) appropriate for a transit vehicle of this size. It should also
47 facilitate easy maintenance to handle normal day-in and day-out wear and tear and collision

1 damage.

2
3 The roof shall meet the requirements of FMVSS 220. The KCATA has a preference for
4 steel roof stringers.

5
6 The walls and roof will be insulated with non-toxic insulation, which will not absorb water,
7 which may leak into the walls. The ceiling shall be non-carpeted, same material as interior
8 sidewalls.

9
10 The vehicle shall be undercoated for maximum protection from road water, salt, and dirt;
11 state type of undercoating to be used.

12
13 Windows should occupy a significant portion of the sidewall of the vehicle. If metal gussets
14 are incorporated in the design these gussets are to be stitched welded (not spot welded) on
15 both sides of window openings. Windows will be at least 3/16 thick tempered safety glass
16 with ¼ inch preferred. The windows will be tinted to allow not more than 28% light
17 transmittance.

18
19 The vehicle shall have a rear window, which will be an emergency escape. There will be at
20 least one emergency escape window clearly labeled on each side of the vehicle. The body
21 must meet all the requirements of FMVSS 217. State the number of windows and
22 dimensions in the Response to Proposal. There must be a Trans-Spec hatch, or approved
23 equal, mounted in the center of the roof in the vehicle.

24
25 All seats to be forward facing, seat configuration to be supplied by KCATA. Passenger seats
26 must be upholstered in fabric, not vinyl; prefer American Seating or approved equal. Seat
27 inserts Kings Plush, T21314 (style 8744-1387-V02) cloth padded. Proposer should bid the
28 seats of highest quality, material swatches should be provided to KCATA. There should be
29 12 seats for ambulatory passengers; double seats shall not be less than 36 inches wide. All
30 seats and tracks holding the seats in place must meet or exceed all FMVSS requirements;
31 specifically, FMVSS 207 and 210. A minimum of 30 inches hip to knee spacing must be
32 provided.

33
34 There must be one wheel chair tie down position close to wheel chair lift. There shall be a
35 special compartment at the wheel chair area where wheel chain restraints can be kept.
36 Compartment to be 9 by 9 by 9 inches with hinged top, access will be from the top.

37
38 Interior lights, LED lighting preferred, will provide a comfortable atmosphere for
39 passengers when the bus is operating at night. Specifically, passengers must be able to read
40 a newspaper. There must be a light in the step well area such that when the doors open, a
41 light clearly illuminates the entrance steps to the vehicle. That light needs to go off when the
42 doors close. Sufficient protection must be made to prevent the interior lights from putting
43 glare on the windshield at night.

44
45 The driver's seat must be a deluxe, high back, bucket-type seat, 5-year foam, with heavy-
46 duty cloth covering. The driver's seat must be made to accommodate 95% of adults with
47 comfort. The seat will be equipped with an automatic locking retractable seat belt and

1 shoulder harness.

2
3 The window immediately to the left of the operator must be a roll down window. Sufficient
4 vents must be in place to provide both heating and air conditioning for the operator.

5
6 Pictures of the operator area need to be provided with the Response to Proposal, detailing all
7 requirements.

8
9 Door control will be electric with the operator extending an arm and being able to open and
10 close door. The door flaps should lie such that the front door flap is over the rear door flap,
11 so to eliminate air driven into vehicle.

12
13 Marker lights, LED lighting preferred, must be provided to meet all FMVSS requirements
14 and all common sense safety requirements. Exterior lights supplied by the vehicle
15 manufacturer, specifically on the rear of the vehicle, must be clearly seen; the larger the
16 better. Back-up lights must be provided. All connections must be soldered and wrapped, no
17 clip on connections allowed.

18
19 Sensible arrangement of stanchions must be proposed to ease the movement of passengers
20 from front to rear of the vehicle and back while vehicle is moving. Stanchion location shall
21 be best possible for passenger use.

22
23 The flooring shall be a 1” marine grade plywood base, which is undercoated and sealed
24 prior to installation. Fasteners shall not protrude more than a quarter of an inch beyond
25 bottom structural beam. The flooring should be Altro Transfloor D25421 Midnight. Aisles
26 need to be covered with Altro flooring, and the wheel chair tie-downs area needs to be
27 covered with Altro flooring. Cove molding running to bottom of seat rail should be
28 incorporated.

29
30 Wheels and tires must be provided with the vehicle, including a spare tire, size of the tire to
31 be Goodyear 225/75R16-8 lug disc steel wheel 16 X 6.

32
33 Proposer needs to state in decibels, the noise level on the inside of the bus, and certify the
34 noise level in decibels when the vehicle is in operation, as noted in the technical
35 questionnaire Attachment G. Testing will be run after manufacturing at the plant to check
36 decibel level to determine if additional insulation may be needed to certify the vehicle per
37 the accepted specifications.

38
39 The vehicle shall be water tested for leaks after completion. The vehicles under chassis shall
40 be inspected while suspended in air after undercoating is completed.

41
42 The passenger chime cord is to run along each side of vehicle above seated passengers head.
43 Curbside cord shall run in one continuous length around to the middle of the rear window. A
44 passenger chime strip is to be mounted at the wheel chair lift for easy access to wheel chair
45 passengers.

46
47 Manufacturer must provide a Luminator “Horizon” system with LED illumination, or

1 approved equal. KCATA will provide specs on size and configuration. There shall also be a
2 controller console mounted above the driver's area to operate the signs.

3
4 Bus numbers will be decided at pre-production meeting.

5
6 A radio box with a hinged, watertight door needs to be installed on the coach. The box needs
7 to be 34 X 22 X 18 with (4) shelves, mounted on slides and be manufactured of 16 Ga. half-
8 hard aluminum unpainted. Actual placement of this box, leading to the placement of the
9 radio and data head in the operator's area of the van, can be decided at a pre-production
10 meeting with the successful vendor. The radio box shall be painted the interior color.

11 12 **2.5 UNI-BODY VEHICLE CONSTRUCTION**

13
14 The Uni-body shall be constructed in conformance with the FMVSS appropriate for a transit
15 vehicle of this size. It should also facilitate easy maintenance to handle normal day-in and
16 day-out wear and tear and collision damage.

17
18 The roof shall meet the requirements of FMVSS 220. The KCATA has a preference for
19 steel roof stringers.

20
21 The walls and roof will be insulated with non-toxic insulation, which will not absorb water,
22 which may leak into the walls. The ceiling shall be non-carpeted, same material as interior
23 sidewalls.

24
25 The vehicle shall be undercoated for maximum protection from road water, salt, and dirt;
26 state type of undercoating to be used.

27
28 Windows should occupy a significant portion of the sidewall of the vehicle. If metal gussets
29 are incorporated in the design these gussets are to be stitched welded (not spot welded) on
30 both sides of window openings. Windows will be at least 3/16 thick tempered safety glass
31 with 1/4 inch preferred. The windows will be tinted to allow not more than 28% light
32 transmittance.

33
34 The vehicle shall have a rear window, which will be an emergency escape.

35
36 There will be at least one emergency escape window clearly labeled on each side of the
37 vehicle. The body must meet all the requirements of FMVSS 217. State the number of
38 windows and dimensions in the Response to Proposal.

39
40 There must be a Trans-Spec hatch mounted in the center of the roof in the vehicle.

41
42 All seats to be forward facing, seat configuration to be supplied by KCATA.

43
44 Passenger seats must be upholstered in fabric, not vinyl; prefer American Seats or approved
45 equal. Seat inserts Kings Plush, T21314 (style 8744-1387-V02) cloth padded. Proposer
46 should bid the seats of highest quality. Material swatches should be provided to KCATA.
47 There should be 12 seats for ambulatory passengers; double seats shall not be less than 36

1 inches wide. All seats and tracks holding the seats in place must meet or exceed all FMVSS
2 requirements; specifically, FMVSS 207 and 210. A minimum of 30 inches hip to knee
3 spacing must be provided. There must be one wheel chain tie down position close to wheel
4 chair lift. There shall be a special compartment at the wheel chair area where wheel chain
5 restraints can be kept. Compartment to be 9 by 9 by 9 inches with hinged top, access will be
6 from the top.

7
8 Interior lights, LED lighting preferred, will provide a comfortable atmosphere for
9 passengers when the bus is operating at night. Specifically, passengers must be able to read
10 a newspaper. There must be a light in the step well area such that when the doors open, a
11 light clearly illuminates the entrance steps to the vehicle. That light needs to go off when the
12 doors close. Sufficient protection must be made to prevent the interior lights from putting
13 glare on the windshield at night.

14
15 The driver's seat must be a deluxe, high back, bucket-type seat, 5-year foam, with heavy-
16 duty cloth covering. The driver's seat must be made to accommodate 95% of adults with
17 comfort. The seat will be equipped with an automatic locking retractable seat belt and
18 shoulder harness.

19
20 The window immediately to the left of the operator must be a roll down window. Sufficient
21 vents must be in place to provide both heating and air conditioning for the operator. Pictures
22 of the operator area need to be provided with the Response to Proposal, detailing all
23 requirements.

24
25 Door control will be electric with the operator extending an arm and being able to open and
26 close door. The door flaps should lie such that the front door flap is over the rear door flap,
27 so to eliminate air driven into vehicle.

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30 and all common sense safety requirements. Exterior lights supplied by the vehicle
31 manufacturer, specifically on the rear of the vehicle, must be clearly seen; the larger the
32 better. Back-up lights must be provided. All connections must be soldered and wrapped, no
33 clip on connections allowed.

34
35 Sensible arrangement of stanchions must be proposed to ease the movement of passengers
36 from front to rear of the vehicle and back while vehicle is moving. Stanchion location shall
37 be best possible for passenger use. Final design must be approved by the KCATA.

38
39 The flooring shall be a 1" marine grade plywood base that is undercoated and sealed prior to
40 installation. Fasteners shall not protrude more than a quarter of an inch beyond bottom
41 structural beam. The flooring should be Altro Transfloor D25421 Midnight. Aisles need to
42 be covered with Altro flooring, and the wheel chair tie-downs area needs to be covered with
43 Altro flooring. Cove molding running to bottom of seat rail should be incorporated.

44
45 Wheels and tires must be provided with the vehicle, including a spare tire, size of the tire to
46 be Goodyear 225/75R16-8 lug disc steel wheel 16 X 6.

1 Proposer needs to state in decibels, the noise level on the inside of the bus, and certify the
2 noise level in decibels when the vehicle is in operation, as noted in the technical
3 questionnaire Attachment G. Testing will be run after manufacturing at the plant to check
4 decibel level to determine if additional insulation may be needed to certify the vehicle per
5 the accepted specifications.

6
7 The vehicle shall be water tested for leaks after completion. The vehicles under chassis shall
8 be inspected while suspended in air after undercoating is completed.

9
10 The passenger chime cord is to run along each side of vehicle above seated passengers head.
11 Curbside cord shall run in one continuous length around to the middle of the rear window. A
12 passenger chime strip is to be mounted at the wheel chair lift for easy access to wheel chair
13 passenger.

14
15 Manufacturer must provide a Luminator “Horizon” system with LED illumination, or
16 approved equal. KCATA will provide specs on size and configuration. There shall also be a
17 controller console mounted above the driver’s area to operate the signs.

18
19 Bus numbers will be decided at pre-production meeting.

20
21 A radio box with a hinged, watertight door needs to be installed on the coach. The box needs
22 to be 34 X 22 X 18 with (4) shelves, mounted on slides and be manufactured of 16 Ga. half-
23 hard aluminum unpainted. Actual placement of this box, leading to the placement of the
24 radio and data head in the operator’s area of the van, can be decided at a pre-production
25 meeting with the successful vendor. The radio box shall be painted the interior color.

26 27 **2.6 BUS INTERIOR SIGNAGE**

28
29 All interior signs shall be in English/Spanish (not destination signs).

30 31 Destination Sign (Overhead)

32 Stickers on inside of vehicle

- 33
34 a) Passengers are not permitted to stand forward of yellow line while bus is in motion.
35 b) Metro operators announce all major street intersections and will announce any requested
36 stop.
37 c) No smoking, food drinks or radio.

38 39 Left (Street side) and Right (Curbside) Interior

- 40
41 a) Over front side seat on glass: Please allow elderly and persons with disabilities to use
42 these seats.
43 b) Over fold up wheel chair seats on glass: Wheel chair seating area. Securements are
44 located below these seats.
45 c) In view of all passengers: Pull to signal (with bell cord) – Push to signal (with chime
46 strip)
47 d) Operation instructions by every emergency window.

- e) Location information on seats for emergency exit.
- f) Fire Extinguisher Information

General Interior Information

- a) Watch your step (front & rear step well)
- b) Welcome aboard (front step well)

2.7 WHEEL CHAIR LIFT

The Wheel chair lift shall meet all ADA requirements and all FMVSS requirements. The Maxon Model WL7A, 34 x 35Platform with right hand control is preferred, or approved equal. The vehicle shall be powered by a 12-volt electrical system over hydraulic; the unit operation shall be smooth and jerk-free, both up and down. The lift must be able to raise and lower 600 pounds with ease on a regular basis, and up to 800 pounds. The platform must provide adequate security for a wheel chair bound passenger, so that the passenger will not fall off the platform while in motion, either up or down. Wheel chair lift shall be located on curb side, rear of bus.

Clear specifications, including preventive maintenance, need to be provided in the proposal, as well as names and phone numbers of 3 current users of the proposed lift, so that KCATA may contact them about operation of the lift; state brand name of lift proposing in Response to Proposal.

The wheel chair lift needs to be lighted such that when deployed, a light will show outside the vehicle to provide safe lifting of passengers at night.

The lift controls must be located such that they are away from any hazards and can be accessed from either inside or outside.

Proposer need to send information about the wheel chair tie-downs system used on their vehicle along with a statement that it meets all ADA requirements. Q-Straint wheel chair tie-down system is preferred, or approved equal. Photos of wheel chair system should be sent with Proposal.

2.8 ELECTRICAL SYSTEM

Electrical System must accommodate the current Siemens Radio applications.

An extra large alternator, providing at least 190 amps of power must be provided or approved equal. All wiring harnesses must be appropriately protected from damage, and wherever they go through a wall or a bulkhead, that hole must be grommetted with protective material to protect the wiring harness. Wiring for the wheel chair lift must be protected in rubber conduit for maximum protection from weather and/or other elements.

Interior electrical wiring must be insulated in areas where there are no splices so that shorting will not occur upon movement of the vehicle. Splices shall be soldered and

1 insulated, no clip connections allowed.

2
3 All factory wiring running under the coach must be protected from water, road salt and dirt.

4
5 Two batteries must be provided in a ventilated battery box outside of engine compartment
6 that protects the batteries from outside water. Batteries shall be maintenance free 31-901
7 Delco or approved equal.

8
9 One complete wiring diagram for entire vehicle, from body to chassis interface, will be
10 provided with each coach.

11 12 **2.9 RADIO AND COMMUNICATION EQUIPMENT**

13
14 This specification is intended to provide definition to the Original Equipment
15 Manufacturer (OEM) to build in wiring accommodations for the installation of Siemens
16 Automatic Vehicle Location (AVL) equipment for Kansas City Area Transit Authority
17 (KCATA).

18
19 The preferred approach is to have the OEM install an Equipment Enclosure, which is
20 required to have a terminal barrier strip containing the power and signal wires described
21 below. The Siemens on-board components will then be installed at the KCATA site.

22
23 The Equipment Enclosure is required to provide mounting space of 15 inches wide by 13
24 inches deep and 6 inches high, at a minimum, for the installation and mounting of the
25 Siemens AVL equipment.

26
27 The cabling provided to a barrier terminal strip in the Equipment Enclosure by the OEM
28 will include:

- 29
30 • +12 Volt DC constant battery power from a 30 Amp circuit breaker using a #6
31 AWG or larger stranded automotive wire.
- 32
33 • #6 AWG or larger stranded automotive wire from the battery minus buss.
- 34
35 • +12 Volt DC ignition sense from a 10 Amp circuit breaker using a #16 AWG or
36 larger stranded automotive wire.
- 37
38 • #8 AWG or larger stranded automotive wire from a chassis ground lug in the
39 Equipment Enclosure. The Equipment Enclosure is required to be bonded to the
40 vehicle chassis with a #6 AWG or larger stranded automotive wire.
- 41
42 • #18 AWG or larger stranded automotive wire providing discrete input signals
43 defined as:
44
45 Front Door Open
46 Wheelchair Deployed
47 Stop Requested

1 High Engine Temperature
2 Low Engine Oil Pressure
3 Low Air Pressure
4

5 Up to five additional discrete signals may be defined. These signals can be either
6 active high or active low per the following sentences. The low state is satisfied
7 when the voltage level is between 0 Volts DC and 6 Volts DC. The high state is
8 satisfied when the voltage level is between 7.5 Volts DC and 28 Volts DC.
9

- 10 • J1708/J1587 +data and –data, from the vehicle engine controller diagnostic port.
11 The wires need to be a #18 AWG minimum, twisted pair, 12 turns per foot.
12
- 13 • A two conductor twisted and shielded pair cable, Belden 9154 or equivalent, from
14 the vehicle speed sensor. The red wire is required to be connected to the plus side
15 of the vehicle sensor and the black wire is required to be connected to the minus
16 side or chassis ground if the sensor is grounded at the minus side. The shield drain
17 wire is required to be connected to chassis ground at the signal source, in this case
18 the vehicle speed sensor.
19
- 20 • Internal Public Address (PA) Speakers, both speaker (+) and speaker (-). These
21 wires need to be a #18 AWG minimum from the internal PA circuit and isolated
22 from any PA amplifier. Total speaker load must be between 2 and 8 ohms.
23
- 24 • External Public Address (PA) Speakers, both speaker (+) and speaker (-). These
25 wires need to be a #18 AWG minimum from the external PA circuit and isolated
26 from any PA amplifier. Total speaker load must be between 2 and 8 ohms. These
27 internal and external speaker wires may not share a common (-).
28
- 29 • Driver’s Speaker- OEM to supply and install a 4 inch diameter driver’s speaker
30 (2 – 8 ohm) on the driver’s barrier facing the front of the vehicle and provide
31 speaker (+) and speaker (-) to a barrier terminal strip in the equipment enclosure.
32 Wires must be a minimum of #18 AWG.
33
- 34 • Siemens Supported Discrete Values

35
36 Siemens has requested that the manufacture provide the first six discrete signals
37 as part of the procurement specification, these are shown in bold print.
38 KCATA at their discretion may choose to add up to five additional discrete
39 signals to be monitored on their procurement of new buses. These five signals
40 must be from the list below. Siemens has requested that the manufacture provide
41 the first six discrete signals as part of the procurement specification, these are
42 shown in bold print.
43

44 Required signals:

45
46 **FRONT_DOOR**
47 **WHEELCHAIR**

1 ***LOW_OIL_PRESSURE***
2 ***HOT_ENGINE***
3 ***LOW_AIR***
4 ***STOP_REQUEST***
5

6 KCATA at their discretion may choose to add up to five additional discrete
7 signals to be monitored on their procurement of new buses. These five signals
8 must be from the list below.
9

10 Optional signals

11 LOW_COOLANT,
12 IN_PA_SEL,
13 OUT_PA_SEL,
14 HOT_CHASSIS,
15 TRACTION_MOTOR,
16 CHOPPER_APU,
17 EMERGENCY_LIGHTS_ON,
18 SIGNAL_PRIORITY_HEALTH,
19 CHECK_ENGINE,
20 DO_NOT_SHIFT,
21 CHECK_TRANSMISSION,
22 LOW_LUBE,
23 FAREBOX,
24 LOW_OIL_LEVEL,
25 HOT_TRANSMISSION,
26 LOW_BATTERY_VOLTAGE,
27 RAIL_MASTER_PIN,
28 ENGINE_FIRE,
29 STOP_ENGINE,
30 LOW_TRANSMISSION_OIL,
31 VEHICLE_OVER_SPEED,
32 CAB_SIGNAL,
33

34
35 **2.10 CAMERA**

36
37 A requirement for two (2) cameras; 4.0 mm, Apollo; one camera mounted to show from
38 front to back and one camera mounted to show back to front. Placement of cameras will
39 be determined at the pre-production meeting with the successful proposer.
40

41 **2.11 HVAC**

42
43 Dual heaters and air conditioners will be provided in the coach. The front heater and air
44 conditioner will be the standard products provided with the chassis, or approved equal. The
45 rear air conditioner will provide at least 50,000 BTU cooling power. The rear heater will
46 provide at least 40,000 BTU's of heating power. Both heating and air conditioning need to
47 be built into the body and chassis in such a way as to maximize the ease of working on the

1 units.

2
3 KCATA may accept other factory installed types of HVAC only.

4
5 Air conditioning must be charged with 134A refrigerant.

6
7 **2.12 PAINT JOB**

8
9 The exterior paint job will be basic white with up to three (3) additional colors added. The
10 final paint scheme will be decided upon prior too build. The buses will arrive at KCATA
11 with all appropriate Metro logos installed. The vehicle numbers will be supplied prior to
12 construction. Paint should be DuPont Imron 6000, or approved equal.

13
14 **2.13 INSPECTION AND DELIVERY**

15
16 KCATA employees will inspect construction of the vehicles. Any variations from the
17 specifications, which were not an approved equal to the specifications, must have written
18 approval from the KCATA Maintenance Department. Any monetary changes will be
19 approved by written notification from the KCATA Procurement Department.

20
21 **2.14 COMPLETE VEHICLES**

22
23 Inspector to be on site during build must sign off before shipping. Complete vehicles need to
24 be provided. If any detail of construction is not specified in these specifications, proposer
25 must assume that a complete operating vehicle needs to be provided.

26
27 There should be ten (10) complete sets of chassis manufacturer's repair manual to
28 accompany the vehicles upon arrival at KCATA property. These manuals shall include all
29 wiring schematics for the complete vehicle, illustrating joining of body to chassis. No
30 payment will be issued until all documents have been received. A complete OEM parts list
31 must be provided for all major component systems.

32
33 **2.15 QUALITY ASSURANCE**

34
35 2.15.1 Quality Assurance Operation

36 The Contract shall establish and maintain an effective in-plant quality assurance
37 operation. It shall be a specifically defined organization and shall be directly
38 responsible to the Contractor's senior management or executive management.

39
40 2.15.2 Control

41 The quality assurance operation shall exercise quality control over all phases of
42 production from initiation of design through manufacture and preparation of
43 delivery. The organization shall also control the quality of supplied articles.

44
45 **2.16 KCATA and Responsibility.**

46
47 The quality assurance operation shall co-operate with the KCATA. Quality assurance will

1 be responsible for reliability, quality control, inspection planning, establishment of the
2 quality control system, and acceptance/rejection of materials and manufactured articles in
3 the production of the transit buses.
4

5 **2.17 Quality Assurance Organization Functions.**
6

7 Contractor's quality assurance operation shall include the following minimum functions.
8

9 2.17.1 Work Instructions.

10 Verify inspection operation instructions to ascertain that the manufactured
11 product meets all prescribed requirements. Inspection records for each station
12 shall be available to on site inspector.
13

14 2.17.2 Records Maintenance.

15 Maintain and use records and data essential to the effective operation of this
16 program. These records and data shall be available for review by the KCATA
17 resident inspectors.
18

19 2.17.3 Corrective Action.

20 Detect and promptly assure correction of any conditions that may result in the
21 production of defective transit buses. These conditions may occur in designs,
22 purchases, manufacture, tests or operations that culminate in defective supplies,
23 services, facilities, technical data, or standards.
24

25 **2.18 Standards and Facilities.**
26

27 The following standards and facilities shall be basic in the quality assurance process.
28

29 2.18.1 Configuration Control.

30 The Contractor shall maintain drawings and other documentation that
31 completely describe a qualified bus that meet all of the options and special
32 requirements of these controlled drawings and documentation.
33

34 2.18.2 Measuring and Testing Facilities.

35 The Contractor shall provide and maintain the necessary gauges and other
36 measuring and testing devices for use by the Quality Assurance Organization to
37 verify that the buses conform to all specification requirements. These devices
38 shall be calibrated at established periods against certified measurement standards
39 that have known valid relationships to national standards.
40

41 2.18.3 Production Tooling as Media of Inspection.

42 When production jigs, fixtures, tooling masters, templates, patterns, and other
43 devices are used as media of inspection, they shall be proved for accuracy at
44 formally established intervals and adjusted, replaced, or repaired as required to
45 maintain quality.
46
47

1 2.18.4 Equipment Use by Resident Inspectors.

2 The Contractor's gauges and other measuring and testing devices shall be made
3 available for use by the Resident Inspectors to verify that the buses conform to
4 all specification requirements. If necessary, the Contractor's personnel shall be
5 made available to operate the devices and to verify the condition and accuracy
6 thereof.
7

8 **2.19 Control of Purchases.**

9
10 The Contractor shall maintain quality control of purchases.
11

12 2.19.1 Supplier Control.

13 The Contractor shall require that each supplier maintains a quality control
14 program for the services and supplies that it provides. Contractor shall inspect
15 and test materials provided by supplies for conformance to specification
16 requirements. Materials that have been inspected, tested, and approved shall be
17 identified as acceptable to the point of use in the manufacturing or assembly
18 process. Controls shall be established to prevent inadvertent use of
19 nonconforming materials.
20

21 2.19.2 Purchasing Data.

22 The Contractor shall verify that all applicable specification requirements are
23 properly included or referenced in purchase orders of articles to be used on
24 buses.
25

26 **2.20 Manufacturing Control.**

27
28 The Contractor shall ensure that all basic production operations, as well as all other
29 processing and fabricating, are performed under controlled conditions. Establishment of
30 these controlled conditions shall be based on the documented work instructions, adequate
31 production equipment, and special working environments if necessary.
32

33 2.20.1 Completed Items.

34 Contractor shall provide a system for final inspections and test of completed
35 transit buses. It shall measure the overall quality of each completed bus.
36

37 2.20.2 Nonconforming Materials.

38 The Quality Assurance Operation shall monitor the Contractor's system for
39 controlling nonconforming materials. The system shall include procedures for
40 identification, segregation, and disposition.
41

42 2.20.3 Statistical Techniques.

43 Statistical analysis, tests, and other quality control procedures may be used when
44 appropriate in the quality assurance process.
45

46 2.20.4 Inspection Status.

47 A system shall be maintained by the Contractor for identifying the inspection

1 status of components and completed transit buses. Identification may include
2 cards, tags, or other normal quality control devices.

3
4 **2.21 Inspection System.**

5
6 The Quality Assurance Operation shall establish, maintain, and periodically audit a fully
7 documented inspection system. The system shall prescribe inspection and test of materials,
8 work in progress, and completed articles. A+ minimum, it shall include the following
9 controls.

10
11 2.21.1 Inspection Stations.

12 Inspection stations shall be at the best locations to provide for the work content
13 and characteristics to be inspected. Stations shall provide the facilities and
14 equipment to inspect structural, electrical, hydraulic, and other components and
15 assemblies for compliance with the design requirements.

16
17 Stations shall also be at the best locations to inspect or test characteristics before
18 they are concealed by subsequent fabrication or assembly operations. These
19 locations shall minimally include, as practicable, underbody structure
20 completion, body framing completion, body prior to paint preparation, water test
21 before interior trim and insulation installation, engine installation completion,
22 underbody dress-up and completion, bus prior to final touch-up, bus prior to road
23 test, and bus final road test completion.

24
25 2.21.2 Inspection Personnel.

26 Sufficient trained inspectors shall be used to ensure that all materials,
27 components, and assemblies are inspected for conformance with the qualified
28 bus design.

29
30 2.21.3 Inspection Records.

31 Acceptance, rework or rejection identification shall be attached to inspected
32 articles. Articles that have been accepted as a result of approved materials
33 review actions shall be identified. Articles that have been reworked to specified
34 drawing configurations shall not require special identification. Articles rejected
35 as unsuitable or scrap shall be plainly marked and controlled to prevent
36 installation on the bus. Articles shall be isolated and then scrapped.

37
38 Discrepancies noted by the Contractor or KCATA resident inspector during
39 assembly shall be entered by the inspection personnel on a record that
40 accompanies the major component, subassembly, or bus from start of assembly
41 through final inspection. Actions shall be taken to correct discrepancies or
42 deficiencies in the manufacturing process, procedures, or other conditions that
43 cause articles to be in nonconformity with the requirements of the contract
44 specifications. The inspection personnel shall verify the corrective actions and
45 mark the discrepancy record. If discrepancies cannot be corrected by replacing
46 the nonconforming materials, the KCATA shall approve the modification,
47 repair, or method of correction to the extent that the contract specifications are

1 affected.

2
3 2.21.4 Quality Assurance Audits.

4 The Quality Assurance Organization shall establish and maintain a quality
5 control audit program. Records of this program shall be subject to review by the
6 KCATA.
7

8 **2.22 Resident Inspector.**

9
10 The KCATA shall be represented at the Contractor's plant by Resident Inspectors. The
11 Resident Inspectors shall monitor, in the Contractor's plant, the manufacture of transit buses
12 built under this contract. The Resident Inspectors shall be authorized to approve the pre-
13 delivery acceptance test, and to release the buses for delivery.
14

15 No less than thirty (30) days prior to the beginning of bus manufacture, the Resident
16 Inspectors shall meet with the Contractor's Quality Assurance Manager. They shall review
17 the inspection procedures and checklists. The Resident Inspectors may begin monitoring
18 bus construction activities two (2) weeks prior to the start of bus fabrication.
19

20 The Contractor shall provide office space for the Resident Inspectors in close proximity to
21 the final assembly area. This office space shall be equipped with desks, outside and
22 interplant telephones, file cabinet, chairs and clothing lockers sufficient to accommodate the
23 Resident Inspector staff.
24

25 The presence of these Resident Inspectors in the plant shall not relieve the Contractor of its
26 responsibility to meet all of the requirements of this contract.
27

28 **2.23 Acceptance Tests.**

29
30 2.23.1 Responsibility.

31 Fully documented tests shall be conducted on each production bus following
32 manufacture to determine its acceptance to the KCATA. These acceptance tests
33 shall include pre-delivery inspections and testing by the Contractor and
34 inspections and testing by the KCATA after the buses have been delivered.
35

36 2.23.2 Pre-Delivery Tests.

37 The Contractor shall conduct acceptance tests at its plant on each bus following
38 completion of manufacture and before delivery to the KCATA. These pre-
39 delivery tests shall include visual and measured inspections, as well as testing
40 the total trolley operation. The tests shall be conducted and documented in
41 accordance with written test plans. Additional tests may be conducted at the
42 Contractor's discretion to ensure that the completed transit vans have attained the
43 desired quality and technical specifications. This additional testing shall be
44 recorded on appropriate test forms provided by the Contractor.
45

46 The pre-delivery tests shall be scheduled and conducted with sufficient notice so
47 that they may be witnessed by the Resident Inspectors, who may accept or reject

1 the results of the tests. The results of pre-delivery tests, and any other tests, shall
2 be filed with the assembly inspection records for each bus. The under floor
3 equipment shall be made available for inspection by the Resident Inspectors,
4 using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated
5 platform shall be provided by the Contractor to easily and safely inspect bus
6 roofs. Delivery of each bus shall require written authorization of a Resident
7 Inspector. Authorization forms for the release of each bus for delivery shall be
8 provided by the Contractor. An executed copy of the authorization shall
9 accompany the delivery of each bus.

10
11 2.23.3 Inspection-Visual and Measured.

12 Visual and measured inspections shall be conducted with the bus in a static
13 condition. The purpose of the inspection testing is to verify overall dimensional
14 and weight requirements, to verify that required components are included and
15 are ready for operation, and to verify that components and subsystems that are
16 designed to operate with the bus in a static condition, function as designed.

17
18 2.23.4 Total Bus Operation.

19 Total bus operation shall be evaluated during road tests. The purpose of the road
20 test is to observe and verify the operation of the bus as a system and to verify the
21 functional operation of the subsystems that can be operated only while the bus is
22 in motion.

23
24 Each bus shall be driven for a minimum of fifteen (15) miles during the road
25 tests. Observed defects shall be recorded on the test forms. The bus shall be
26 retested when defects are corrected and adjustments are made. This process
27 shall continue until defects or required adjustments are no longer detected.
28 Results shall be pass/fail for these bus operation tests.

29
30 2.23.5 Post Delivery Tests.

31 The KCATA will conduct acceptance tests on each delivered bus. These tests
32 shall be completed within fifteen (15) days after bus delivery and shall be
33 conducted in accordance with written test plans. The purpose of these tests is to
34 identify defects that have become apparent between the time of bus release and
35 delivery to the KCATA. The post-delivery tests shall include visual inspection
36 and bus operations.

37
38 Buses that fail to pass the post-delivery tests are subject to non-acceptance. The
39 KCATA shall record details of all defects on the appropriate test forms and shall
40 notify the Contractor of non-acceptance of each bus within five (5) days after
41 completion of the tests. The defects detected during these tests shall be repaired.

42
43 2.23.6 Post Delivery Visual Inspection.

44 Post-delivery inspection is similar to the inspection at the Contractor's plant and
45 shall be conducted with the bus in a static condition. Any visual delivery
46 damage shall be identified and recorded during the visual inspection of each bus.
47

1 2.23.7 Bus Operation.

2 The road tests for total bus operation are similar to those conducted at the
3 Contractor's plant. Operational deficiencies of each bus shall be identified and
4 recorded.
5

6 **2.24 WARRANTY PROVISIONS**

7
8 2.24.1 Warranty Requirements.

9 Warranties in this document are in addition to any statutory remedies or
10 warranties imposed on the Contractor. Consistent with this requirement the
11 Contractor shall warrant and guarantee to the KCATA the specific subsystems
12 and components as follows:
13

14 2.24.2 Complete Bus.

15 Contractor is to advise the time and mileage the complete bus is warranted and
16 guaranteed, the date the vehicle is received on KCATA property. If the vehicle
17 cannot be placed into service due to manufacturer component failure the
18 warranty will be extended for the lost time. This warranty time/mileage
19 provision shall apply to the entire bus except those specific areas stated in
20 paragraph 2.24.3 Subsystems and Components. During this warranty period, the
21 bus shall maintain its structural and functional integrity. The warranty is based
22 on regular operation of the bus under the operating conditions prevailing in the
23 KCATA locale.
24

25 2.24.3 Subsystems and Components.

26 Specific subsystems and components listed below are 100% warranted and
27 guaranteed to be free from defects and related defects for the time and/or
28 mileage provided by the vendor in package 1.
29

30 SUBSYSTEM AND COMPONENT WARRANTY-
31 WHICHEVER OCCURS FIRST

32 <u>ITEM</u>	33 <u>YEARS</u>	34 <u>MILEAGE</u>
35 Engine	3	150,000
36 Transmission	3	150,000
37 Drive Axle	3	150,000
38 Brake System (excluding friction material)	1	50,000
39 Air Conditioning System	3	150,000
40 Basic Body Structure	5	150,000
41 Corrosion	5	150,000

42
43 2.24.4 Voiding of Warranty.

44 Warranty shall not apply to any part of component of the bus that has been
45 subject to misuse, negligence, accident, or that has been repaired or altered in
46 any way so as to affect adversely its performance or reliability, except insofar as
47 such repairs were in accordance with the Contractor's maintenance manuals and

1 the workmanship was in accordance with recognized standards of the industry.
2 The warranty shall also be void if the KCATA fails to conduct normal
3 inspections and scheduled preventive maintenance procedures as recommended
4 in the Contractor's maintenance manuals.

5
6 2.24.5 Exceptions to Warranty.

7 The warranty shall not apply to scheduled maintenance items, or to items
8 furnished by the KCATA such as radios, fareboxes, and other auxiliary
9 equipment, except insofar as such equipment may be damaged by the failure of a
10 part or component for which the Contractor is responsible.

11
12 2.24.6 Detection of Defects.

13 If the KCATA detects a defect within the warranty periods defined in Section
14 2.24 it shall promptly notify Contractor. Within five (5) working days after
15 receipt of notification, the Contractor shall either agree that the defect is in fact
16 covered by warranty, or reserve judgment until the subsystem or component is
17 inspected by Contractor or is removed and examined at the KCATA's property
18 or at the Contractor's plant. At that time the status of warranty coverage on the
19 subsystem or component shall be mutually resolved between the KCATA and
20 the Contractor. Work necessary to make the repairs defined in Section 2.24.13
21 and shall commence within ten (10) working days after receipt of notification by
22 the Contractor.

23
24 2.24.7 Scope of Warranty Repairs.

25 When warranty repairs are required, KCATA and Contractor shall agree within
26 five (5) days after notification on the most appropriate course for the repairs and
27 the exact scope of the repairs to be performed under the warranty. If no
28 agreement is obtained within the five- (5) day period, the KCATA reserves the
29 right to commence the repairs in accordance with Section 4.2.9.

30
31 2.24.8 Fleet Defects.

32 A fleet defect is defined as the failure of identical components or systems
33 covered by the warranty and occurring in the warranty period in a proportion of
34 the buses delivered under this contract. For deliveries of over fifty (50) buses
35 the proportion shall be twenty (20) percent. For deliveries of ten (10) to forty-
36 nine (49) buses, the proportion shall be twenty-five (25) percent. For deliveries
37 of fewer than ten (10) buses the fleet defect provision shall not apply.

38
39 Any defects known to the contractor shall be conveyed to the KCATA prior to
40 the end of the warranty period; otherwise contractor is totally responsible for
41 warranty extension not to exceed five years. Contractor will be responsible to
42 immediately repair fleet defects to the satisfaction of the KCATA.

43
44 2.24.9 Scope of Warranty Provisions.

45 The Contractor shall correct a fleet defect under the warranty provisions defined
46 in Section 4.2.5. After correcting the defect, the Contractor shall promptly
47 undertake and complete a work program reasonably designed to prevent the

1 occurrence of the same defect in all other coaches purchased under this contract.
2 The work program shall include inspection and/or correction of the potential or
3 defective parts in all of the buses.
4

5 The warranty on items determined to be fleet defects shall be extended for the
6 time and/or miles of the original warranty. This extended warranty shall begin
7 on the date a fleet defect was determined to exist, or on the repair/replacement
8 date for corrected items.
9

10 2.24.10 Repair Performance.

11 The KCATA may require the Contractor to perform warranty-covered repairs
12 that are clearly beyond the scope of its capabilities. The KCATA's personnel,
13 performing work as a warranty repair station, may do the work with
14 reimbursement by the Contractor.
15

16 2.24.11 Repairs by Contractor.

17 If the KCATA requires the Contractor to perform warranty-covered repairs,
18 Contractor must begin work necessary to effect repairs, within ten (10) working
19 days after receiving notification of a defect from the KCATA. The KCATA
20 shall make the bus available to complete repairs timely with the Contractor
21 repair schedule.

22 The Contractor shall provide at its own expense all spare parts, tools, and space
23 required completing repairs. At the KCATA option, the Contractor may be
24 required to remove the bus from the KCATA's property while repairs are being
25 affected. If the bus is removed from the KCATA's property, the Contractor's
26 representative must diligently pursue repair procedures.
27

28 2.24.12 Repairs by KCATA.

29 2.24.12.1 Parts Used.

30 If the KCATA performs the warranty-covered repairs, it shall correct
31 or repair the defect and any related defects using Contractor-
32 specified spare parts available from its own stock or those supplied
33 by the Contractor specifically for this repair. Monthly, or at a
34 mutually agreed upon intervals, reports of all repairs covered by this
35 warranty shall be submitted by the KCATA to the Contractor for
36 reimbursement or replacement of parts. The Contractor shall provide
37 forms for these reports.
38

39 2.24.12.2 Contractor Supplied Parts.

40 The KCATA may request that the Contractor supply new parts for
41 warranty-covered repairs being performed by the KCATA. These
42 parts shall be shipped prepaid to the KCATA from any source
43 selected by the Contractor within ten (10) working days of receipt of
44 the request for said parts.
45
46
47

1 2.24.12.3 Defective Components Return.

2 The KCATA shall return to the Contractor only those defective
3 components, which the Contractor specifically identifies, by part
4 number. All failed parts with an intrinsic value to the KCATA and
5 less than new part value to the Contractor shall be retained by the
6 KCATA. Contractor is responsible for all shipping and handling
7 costs. Materials shall be returned in accordance with Contractor's
8 instructions.

9
10 2.24.12.4 Reimbursement for Labor.

11 The Contractor shall reimburse the KCATA for labor hours. The
12 amount shall be determined by multiplying the number of man-hours
13 actually required to correct the defect by the current per hour wage of
14 a KCATA 3M mechanic, consisting of the straight wage rate, plus
15 percent fringe benefits. Additionally the cost of towing in the coach
16 if necessary, would be charged to the contractor. These wage and
17 fringe benefit rates shall not exceed the rates in effect in the
18 KCATA's service garage at the time the defect correction is made.
19 Flat rate labor charges or specific repairs shall apply only by mutual
20 consent of the Contractor and the KCATA.

21
22 The current labor rate for a 3M mechanic is as follows:

23 Labor plus Fringe Benefits: \$75.00 hour

24
25 A handling charge of ten percent (10%) of the parts cost for all
26 warranty repairs shall apply.

27
28 2.24.12.5 Reimbursement for Parts.

29 For defective parts and for parts that must be replaced to correct
30 defects Contractor shall reimburse the KCATA. The reimbursement
31 shall be at the invoice cost of the part(s) at the time of repair
32 including taxes, where applicable, and 10 percent handling costs.

33
34 2.24.13 Warranty After Replacement/Repairs.

35
36 2.24.13.1 If any component, unit, or subsystem is repaired, rebuilt or replaced
37 by the Contractor or KCATA's personnel, with the concurrence of
38 the Contractor, the component, unit or subsystem shall maintain the
39 remainder of the unexpired warranty or a new warranty which ever is
40 greater.

41
42 2.24.13.2 The KCATA's interest in warranty is very important. Any questions
43 or concerns the potential vendor may have about warranty needs to
44 be addressed in the Request for Approved Equals process. It is
45 KCATA's intent to perform all warranty work which the KCATA is
46 competent to perform.

47

SECTION 3. PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably.
- B. Interested firms may submit proposals until proposal closing on December 2, 2008 at 3:00pm local time CST. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108, Attn: Jim Mellody, Procurement Manager.
- C. Submitting a proposal constitutes a firm offer to KCATA for 120 days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

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

3.3 Proposer’s Responsibilities

By submitting a proposal, the proposer represents that:

- A. The proposer has read and understands the RFP and the proposal is made in accordance with the RFP;
- B. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and

1 C. Before submitting a proposal the proposer should make all investigations and
2 examinations necessary to ascertain site or other conditions and requirements
3 affecting the full performance of the contract.
4

5 **3.4 Authorization to Propose**
6

7 If an individual doing business under a fictitious name makes the proposal, the proposal
8 should so state. If the proposal is made by a partnership, the full names and addresses of all
9 members of the partnership must be given and one principal member should sign the
10 proposal. If a corporation makes the proposal, an authorized officer should sign the
11 proposal in the corporate name. If the proposal is made by a joint venture, the full names
12 and addresses of all members of the joint venture should be given and one authorized
13 member should sign the proposal.
14

15 **3.5 Incomplete and Late Submissions**
16

17 A. Proposals may be withdrawn upon written request received by KCATA before
18 proposal closing. Withdrawal of a proposal does not prejudice the right of the
19 proposer to submit a new proposal, provided the new proposal is received before the
20 closing date. Incomplete proposals may render the proposal non-responsive.
21

22 B. Proposals received after time specified shall not be considered for award.
23

24 **3.6 Modification of Proposals**
25

26 Any proposals, modifications, or revisions received after the time specified for proposal
27 closing may not be considered.
28

29 **3.7 Single Offer**
30

31 In the event a single proposal is received, the proposal may be evaluated based on the
32 established criteria and KCATA may determine the reasonableness of the proposal price
33 through appropriate means including, but not limited to, price and cost analysis.
34

35 **3.8 Unbalanced Proposal**
36

37 The Authority may determine that an offer is unacceptable if the prices proposed are
38 materially unbalanced. An offer is materially unbalanced when it is based on prices
39 significantly less than cost for some work and prices which are significantly overstated in
40 relation to cost for other work.
41

42 A. Communications.
43

44 In cases where communication is required between bidders and the KCATA, such as

1 requests for information, instruction, clarification of specifications, approval of
2 completed work, etc., such communication shall be forwarded in writing directly to
3 Jim Mellody, Procurement Manager. Electronic comments, questions and requests
4 for clarification should be sent to Jim Mellody, e-mail jmellody@kcata.org and the
5 message line should read "RFP # and title".
6

7 B. Approved Equals.
8

9 1 Wherever brand, manufacturer, or product names are used, they are included
10 only for the purpose of establishing a description of minimum quality of the
11 requested item unless otherwise specified. This inclusion is not to be
12 considered as advocating or prescribing the use of any particular brand or
13 item or product. However, approved equals or better will be accepted only
14 when previously approved by the KCATA.
15

16 2 All requests for approved equals shall be received in writing. Changes to the
17 specifications will be made by addendum if applicable. Proposers may
18 discuss the specification with the KCATA; however, requests for changes
19 shall be written and documented.
20

21 3 When an approved equal is requested, the bidder shall demonstrate the
22 quality of its product to the KCATA, and shall furnish sufficient technical
23 data, test results, etc., to enable the KCATA to determine whether the
24 proposer's product is or is not equal to specifications.
25

26 **3.9 Protests**
27

28 A. The following protest procedures will be employed for this procurement. For the
29 purposes of these procedures, "days" shall mean business days of KCATA
30 administrative personnel which are days other than a Saturday, Sunday or legal
31 holiday observed by KCATA for such administrative personnel.
32

33 1 Pre-Submittal. A pre-submittal protest is received prior to the proposal due
34 date. Pre-submittal protests must be received by the Authority, in writing
35 and addressed to the KCATA Director of Procurement, no later than five (5)
36 days before the proposal closing date.
37

38 2 Post-Submittal/Pre-Award. A post-submittal/pre-award protest is a protest
39 against making an award and is received after receipt of proposals but before
40 award of a contract. Post-submittal protests must be received by the
41 Authority, in writing and addressed to the KCATA Director of Procurement,
42 no later than five (5) days after the proposal closing date.
43

44 3 Post-Award. Post-Award protests must be received by the Authority, in
45 writing and addressed to the KCATA Director of Procurement, no later than
46 five (5) days after the date the contract is awarded.
47

48 B. The KCATA Director of Procurement shall respond in writing within five (5) days
49 from the date of the written request. If the protester is not satisfied with the response

1 of the KCATA Director of Procurement the protester may appeal in writing to the
2 KCATA General Manager. This request for a hearing should be in writing within
3 five (5) days from the date from the KCATA Director of Procurement's response.
4

5 C. The KCATA General Manager will decide if the protest and the appeal (if any) have
6 been given fair and reasonable consideration, or if additional consideration is
7 warranted. The KCATA General Manager's response will be provided within ten
8 (10) days after receipt of the request. The KCATA General Manager's decision is
9 final and no further action on the protest shall be taken by the KCATA.
10

11 D. By written notice to all parties, the KCATA Director of Procurement may extend the
12 time provided for each step of the protest procedures, extend the date of notice of
13 award, or postpone the award of a contract if deemed appropriate for protest
14 resolution.
15

16 E. Proposers should be aware of the Federal Transit Administration's protest
17 procedures with the FTA Regional Office (ref: FTA Circular 4220.1E, dated June
18 19, 2003). If federal funding is involved, FTA will review protests from a third
19 party only when: 1) a grantee does not have a written protest procedure or fails to
20 follow its procedure, or fails to review a complaint or protest; or 2) violations of
21 specific federal laws or regulations have occurred.
22

23 F. An appeal to FTA must be received by FTA's regional office within five (5) days
24 after the date the protester learned or should have learned of an adverse decision
25 by the KCATA or other basis of appeal to FTA. Protests shall be addressed to:
26 Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City,
27 MO, 64106.
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1 **SECTION 4. PROPOSAL SUBMISSION,**
2 **EVALUATION AND AWARD**

3
4 4.1 Proposal Copies

- 5
6 A. The proposal package consists of two (2) sealed packages.
7
8 B. One of the sealed packages should contain an original and four (4) full, complete,
9 and exact copies of the original proposal. The package should be clearly marked
10 “RFP #08-5010-73 Technical Proposal.”
11
12 C. The second sealed package should contain an original and one (1) full, complete,
13 and exact copies of the Cost Proposal. The package should be clearly marked “RFP
14 #08-5010-73 Cost Proposal.”
15

16 4.2 Technical Proposal Content
17

- 18 A. To achieve a uniform review process and obtain the maximum degree of
19 compatibility, proposals must be organized as follows:
20

21 1. Title Page
22

23 Show the RFP number and title, the name of the firm, address, telephone
24 number(s), name and title of contact person, telephone number(s), email
25 address, facsimile number and date.
26

27 2. Table of Contents
28

29 Clearly identify the materials by section and page number.
30

31 3. Letter of Transmittal
32

33 The letter should be addressed to General Manager Mark E. Huffer and
34 signed by a corporate officer with authority to bind the firm. The letter must
35 contain the following:
36

- 37 a. Identification of proposing firm(s), including name, address,
38 telephone number(s) and email addresses of each subcontractor
39
40 b. Proposed working relationship among proposing firms (e.g., prime,
41 subcontractor), if applicable
42
43 c. Acknowledgement of receipt of RFP addenda, if any
44
45 d. Name, title, address, telephone number and email address of the
46 contact person for this project

- 1
2 e. Signature of a person authorized to bind the proposing firm to the
3 terms of the proposal
4
5 f. Briefly state the firm’s understanding of the services to be performed
6 and make a positive commitment to provide the services as specified
7

8 4. Experience and Qualifications
9

- 10 a. This section should demonstrate the proposer’s experience in
11 manufacture and distribution of transit vans. Detail any plans
12 on services the proposer will provide that are not specifically
13 required in this RFP.
14
15 b. Provide a brief synopsis of the firms, distributor and
16 manufacturer, major business activities, and a listing of the
17 key contacts of the company. State whether the firm is
18 local, regional, or national and how long the firm has been in
19 existence under current ownership/management.
20
21 c. Identify past/present relevant contracts for efforts similar to
22 those required by this RFP within the last three years.
23 Provide the names, telephone numbers, and email addresses
24 of contract liaisons.
25

26 5. Financial Condition of the Firm. Describe the legal organizational structure
27 of the proposer and audited financial statements for two (2) years to preclude
28 concerns about the availability of operating funds and the future solvency of
29 the organization. Provide information demonstrating that proposer has the
30 necessary financial resources to perform the contract in a satisfactory
31 manner.
32

33 6. Technical specifications and supporting data. The successful proposal must
34 meet all Federal laws and regulations for rolling stock procurements
35 including Transit Vehicle Manufacturer (TVM) compliance with DBE
36 requirements as stated in 49 CFR section 26.49, accessibility requirements
37 of DOT regulations 49 CFR part 37, Americans with Disabilities 36 CFR
38 part 1192 and 49 CFR part 38, air pollution and fuel economy regulations
39 40 CFR part 85 and 86, 40 CFR part 600 and bus testing requirements 49
40 CFR part 665. All material or equipment furnished shall meet the
41 minimum requirements of the Occupational Safety and Health Standard
42 (OSHA) as published in the Federal Register.
43

44 Any proposer must include any results of Altoona Testing
45 or any statements about their vehicles not having to be tested or being “grand
46 fathered” into test coverage. Altoona testing results must be included when

1 proposal is submitted.
2

3 7. Exceptions, Omissions and Sample Contract
4

5 a. Exceptions. The proposal should clearly identify any exceptions to
6 the requirements set forth in this RFP.
7

8 b. Omissions. The contractor will be responsible for providing all
9 services, equipment, facilities, and functions which are necessary
10 for the safe, reliable, efficient, and well-managed operation of the
11 program, within the general parameters described in this RFP, and
12 consistent with established industry practices, regardless of
13 whether those services, equipment, facilities, and functions are
14 specifically mentioned in this RFP or not. The proposer should
15 clearly identify any omissions to the requirements set forth in the
16 RFP.
17

18 c. Sample Contract and Conditions. In addition to carefully reading
19 all of the information in the RFP, the proposer must carefully read
20 and review the attached sample contract (Attachment A). The
21 successful proposer will be required to enter into a contract with
22 KCATA, which will be substantially similar to the sample
23 provided. Therefore, the proposer must submit any proposed
24 changes to the sample contract with the proposal. Any changes
25 must be made legibly and conspicuously. Page(s) on which the
26 change(s) appear must be tabbed so as to be easily identified. The
27 proposer must also provide the rationale for all changes. If no
28 changes are made, the proposer will be deemed to have accepted
29 the sample contract. If the proposer makes changes, such changes
30 will be considered in any negotiations with the KCATA. Failure to
31 reach an agreement may result in KCATA pursuing negotiations
32 with the second ranked proposer.
33

34 8. Debarment
35

36 a. The proposer must certify that is not included in the “U. S. General
37 Services Administration’s List of Parties Excluded from Federal
38 Procurement or Non-procurement Programs.”
39

40 b. The proposer agrees to refrain from awarding any subcontractor of
41 any amount (at any tier) to a debarred or suspended subcontractor,
42 and to obtain a similar certification from any subcontractor (at any
43 tier) seeking a contract exceeding \$25,000.
44

45 c. The proposer agrees to provide KCATA with a copy of each
46 conditioned debarment or suspension certification provided by a

1 prospective subcontractor at any tier, and to refrain from awarding
2 a subcontract with any party that has submitted a conditioned
3 debarment or suspension certification until FTA approval is
4 obtained.
5

6 9. Lobbying
7

8 a. Pursuant to Public Law 104-65, the proposer is required to certify
9 that no federal funds were used to influence or attempt to influence
10 an officer or employee of any Federal department or agency, a
11 member of Congress or State legislature, an officer or employee of
12 Congress or State legislature, or an employee of a member of
13 Congress or State legislature regarding the project(s) included in this
14 contract.
15

16 b. Proposers who use non-federal funds for lobbying on behalf of
17 specific projects or proposals must submit disclosure documentation
18 when these efforts are intended to influence the decisions of federal
19 officials. If applicable, Standard Form-LLL, "Disclosure Form to
20 Report Lobbying", is required with the Proposer's first submission
21 initiating the KCATA's consideration for a contract. Additionally,
22 Disclosure forms are required each calendar quarter following the
23 first disclosure if there has been a material change in the status of the
24 previous disclosure. A material change includes: 1) a cumulative
25 increase of \$25,000 or more in the amount paid or expected to be
26 paid for influencing or attempting to influence a covered Federal
27 action; 2) a change in the person(s) or individual(s) influencing or
28 attempting to influence a covered Federal action; or 3) a change in
29 the officer(s) or employee(s) or Member(s) contacted to influence or
30 attempt to influence a covered Federal action.
31

32 c. The proposer is required to obtain the same certification and
33 disclosure from all subcontractors (at all tiers) when the federal
34 money involved in the subcontract is \$100,000 or more. Any
35 disclosure forms received by the proposer must be forwarded to the
36 KCATA.
37

38 10. Proposer Status and Affirmative Action
39

40 a. All firms doing business with the KCATA must be a registered
41 vendor, and must be in compliance with the Authority's affirmative
42 action requirements. Firms may be considered for certification by
43 the KCATA for such compliance by completing the information
44 required in the Vendor Registration Form. However, firms that are
45 currently in compliance need not duplicate this information. Please

1 contact KCATA's Procurement Department at (816) 346-0254 to
2 verify affirmative action compliance status.

3
4 b. The FTA's EEO Program objectives are to ensure that FTA
5 applicants, recipients, subrecipients, contractors and/or
6 subcontractors (which include all businesses wishing to do business
7 with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).

8
9 c. Firms that do not have a current Affirmative Action compliance
10 certification with the KCATA must submit the following documents:

11
12 d. A copy of its current Affirmative Action Program and/or Policy
13 statement and a completed Workforce Analysis Report (Attachment
14 H1). Form AA1 or EEO-1 may be substituted.

15
16 e. A current certificate of Affirmative Action compliance from a local
17 government agency may be submitted in lieu of a program or policy
18 statement.

19
20 f. A letter requesting exemption from filing an Affirmative Action
21 Program if your firm has twenty-five (25) or fewer employees. A
22 signed, notarized letter on company letterhead listing the employees,
23 their race, sex, job title and annual salary must be submitted.

24
25 g. For questions on these requirements, or assistance in completing the
26 forms, please contact KCATA's DBE Manager at (816) 346-0224.

27
28 11. Disclosure of Investigations/Actions. Proposer must provide a detailed
29 description of any investigation or litigation, including administrative
30 complaints or other administrative proceedings, involving any public
31 sector clients during the past five (5) years including the nature and status
32 of the investigation, and, for any litigation, the caption of the action, a
33 brief description of the action, the date of inception, current status, and, if
34 applicable, disposition.

35
36 4.3 Basis for Award

37
38 A. Award will be made on a best value basis to the responsive and responsible proposer
39 whose offer conforming to the solicitation is judged by an integrated assessment of
40 the evaluation criteria to be the most advantageous to the Authority based on
41 technical merit and cost.

42
43 B. In determining which proposal is most advantageous KCATA may award to the
44 proposer whose proposal offers the greatest business value to KCATA based upon
45 an analysis of a tradeoff of qualitative technical factors and price/cost.

46

1 C. KCATA will make the award to the responsible Proposer whose proposal is most
2 advantageous to the Authority. Accordingly the Authority may not necessarily
3 make an award to the proposer with the highest technical ranking nor award to the
4 proposer with the lowest price proposal if doing so would not be in the overall best
5 interest of KCATA.
6

7 D. The overall criteria listed below are listed in relative order of importance. As
8 proposals are considered by the Authority to be more equal in their technical merit,
9 the evaluated cost or price becomes more important so that when technical proposals
10 are evaluated as essentially equal, cost or price may be the deciding factor.
11

12 4.4 Evaluation Criteria 13

14 A. Each technical and cost proposal should enable the evaluation committee to make a
15 thorough evaluation and arrive at a sound determination as to whether or not the
16 proposal will meet KCATA's requirements. Each technical proposal must be so
17 specific, detailed and complete as to clearly and fully demonstrate that the proposer
18 has a thorough knowledge and understanding of the requirements and has valid and
19 practical solutions for technical problems. Statements which paraphrase the
20 requirements or attest that "standard procedures will be employed" are inadequate to
21 demonstrate how the proposer will comply with the requirements of this
22 procurement.
23

24 B. Price. (25 points)
25 Price will be evaluated to determine what is most advantageous and favorable to
26 KCATA. Optional prices for the additional fifty vehicles will be evaluated along
27 with the cost of the original ten (10) vehicles.
28

29 C. Design and Maintainability. (25 points)
30 Design complexity addresses the overall chassis design concepts and features of the
31 transit van structure and construction and major systems, including but not limited
32 to, power train, suspension, steering, electrical, pneumatic, hydraulic, heating,
33 ventilation, air conditioning, doors, ramps, and corrosion limiting features. The
34 Evaluation Committee shall consider design concepts and features as they compare
35 to the existing KCATA fleet and how they relate to performance, reliability,
36 maintainability, and structural integrity within the existing KCATA bus operating
37 and maintenance environment. Product training and compliance with KCATA
38 warranty requirements will also be considered.
39

40 D. Technical Capabilities and Quality Assurance. (20 points)
41 An important element of any vehicle procurement is the documentation and follow-
42 up support provided by the proposer. The KCATA will consider the quality and
43 completeness of operator, maintenance, and parts manuals, as well as the parts
44 distribution network and the availability of technical assistance.
45

46 The specifications require that the manufacturing process be governed by a strict

1 quality control program, which monitors the quality of production of the Contractor
2 as well as by subcontractors, and materials from suppliers. The Evaluation
3 Committee shall consider the established quality control organization, established
4 inspection and test procedure, and quality control documentation.
5

6 E. Passenger/Operator Amenities (20 points)

7 Purchasing a bus, which meets passenger and operator needs, is critical. In the
8 evaluation process the bus will be examined to assure that seating capacity is
9 maximized and the number of forward facing seats is maximized. Further, aisle
10 clearance, passenger visibility, and ramping will be considered. The operator's area
11 will be reviewed for comfort ease of bus operation, layout, etc. This list is not to be
12 considered comprehensive but only to offer a guideline of standards and elements to
13 be examined.
14

15 F. Delivery. (10 points)

16 Based on the delivery stated on the cost proposal attachment F.
17

18 4.5 Cost Proposal

19
20 A. The costs included in the cost proposal should include all items of labor,
21 materials, tools, equipment and other costs necessary to fulfill the
22 responsibilities for providing the required services pursuant to this RFP.
23 Any items omitted from this RFP which are clearly necessary for the
24 completion of the work being proposed should be considered part of the
25 work though not directly specified or called for in this RFP.
26

27 B. Cost proposals will only be evaluated for those proposers whose technical proposals
28 are determined by the evaluation committee to be technically acceptable. Cost/price
29 must be fair and reasonable.
30

31 4.6 Interviews/Written Responses

32
33 A. After the submission of proposals, selected proposers with the highest
34 evaluation score(s) may be invited to interview with the evaluation
35 committee concerning its technical proposal. The evaluation committee
36 may also require a proposer(s) to submit written responses to questions
37 regarding its proposal.
38

39 B. Proposers selected for interview will be notified by telephone. Interviews
40 are tentatively scheduled for week of December 15, 2008; selected
41 proposers will be informed as to the exact time.
42

43 4.7 Negotiations & Best and Final Offer (BAFO)

44
45 A. Additional contract negotiations may be required with the highest ranked
46 proposers prior to final contract award. KCATA may solicit a Best and Final

1 Offer (BAFO) from one or more proposers. KCATA may or may not contact all
2 proposers to negotiate and/or to submit a BAFO.

3
4 B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s),
5 if applicable, the evaluation committee will complete its evaluation and
6 recommend for award the responsible proposer(s) judged to provide the best value
7 to the Kansas City Area Transportation Authority.

1 ATTACHMENT A.

2 SAMPLE CONTRACT

3 PROPOSAL # 08-5010-73

4 FOR TRANSIT VANS PURCHASE OF TEN (10) TRANSIT VANS WITH A SEATING
5 CAPACITY OF TWELVE (12) AMBULATORY PASSENGERS AND ONE (1)
6 WHEELCHAIR POSITION LIFT-EQUIPPED OPTIONAL FIFTY (50) ADDITIONAL
7 OVER FIVE (5) YEARS
8
9

10 THIS CONTRACT, made and entered into as of the ____ day of _____ 200__, by
11 and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and
12 politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East
13 17th Street, Kansas City, Missouri, and _____ (**Contractor/Consultant**), with offices at
14 _____.

15
16 NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the
17 respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA
18 and the Contractor agree as follows:

19 **1. EMPLOYMENT OF CONTRACTOR.**

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

24 **2. SCOPE OF CONTRACT.**

25 The Contractor shall provide the products, equipment, materials and/or work services
26 consistent with the Request for Proposals (RFP) solicited by the KCATA, dated
27 _____ entitled _____ (sometimes referred to as the “project”, the
28 “Project” or the “work”). The Contractor hereby agrees to provide
29 _____ for the KCATA in accordance with general
30 specifications of the scope of contract provided in the Contract Documents herein.

31 **3. TERM.**

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

36 **4. CONTRACT SUM.**

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

1 attached hereto as Appendix C and hereby incorporated herein by reference (“Cost
2 Proposal”).

3 **5. MISCELLANEOUS PROVISIONS.**

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

- 7 Appendix A. Contract Conditions; and
- 8 Appendix B. Scope of Services; and
- 9 Appendix C. Cost Proposal Submitted by Contractor; and

10
11

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

14

15 _____
16 **(Contractor)**

**KANSAS CITY AREA TRANSPORTA-
TION AUTHORITY**

17

18
19 By _____

By _____

20
21 Name: _____

Etta J. Jackson
Director of Procurement

22

23 Title: _____

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APPENDIX A
CONTRACT CONDITIONS
(Appendix A to Contract or KCATA Purchase Order)

1. ACCEPTANCE OF MATERIALS, ETC. – 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 manufacturing process, 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 no inspection so made shall relieve the Contractor from any obligation to furnish products, equipment or materials and workmanship in accordance with the instructions, contract requirements and specifications.

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract 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 thereto. 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 any permitted assignee and their respective successors, permitted assigns and legal representatives.

The KCATA reserves the right to assign Options on this Contract to other transit operators. If assigned, a statement shall be issued from KCATA authorizing the option assignment which shall be sent to the Contractor and transit operator. A separate Contract or Purchase Order will be entered into between the transit operator and Contractor. KCATA will not be responsible for any contracts related to assigned options exercised; provided, however, KCATA shall not be relieved from any duties or responsibilities under this Contract except and to the extent such duties and responsibilities are assumed by the assignee transit operator under separate contract between the assignee transit operator and Contractor.

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 of this Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the

1 date on which the bankruptcy petition was filed, the identity of the court in which the
2 bankruptcy petition was filed, and a listing of KCATA contract numbers against which final
3 payment has not been made. This obligation remains in effect until final payment under this
4 Contract.

5
6 **5. BREACH OF CONTRACT; REMEDIES**

7 If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such
8 failure shall be deemed a total breach of contract and the Contractor shall be subject to legal
9 recourse by KCATA, plus costs resulting from failure to comply including the KCATA's
10 reasonable attorney fees, whether or not suite be commenced.

11
12 The duties and obligations imposed by this Contract and the rights and remedies available
13 hereunder shall be in addition to and not a limitation of any duties, obligations, rights and
14 remedies otherwise imposed or available by law or equity. No action or failure to act by
15 KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall
16 any such action or failure to act constitute an approval of or acquiescence in any breach
17 hereunder, except as may be specifically agreed in writing.

18
19 If KCATA fails to perform its obligations or covenants under this Contract, then the
20 Contractor shall have such rights and remedies as provided by law and equity generally for
21 such a default. Provided, however, notwithstanding other provisions of this Contract, the
22 KCATA shall not be considered in default hereunder unless and until the Contractor has
23 given the KCATA written notice of the KCATA's failure to perform obligations or
24 covenants hereunder, and the KCATA has failed for fifteen (15) business days after receipt
25 of such notice to cure such failure.

26
27 **6. BUS TESTING**

28 If applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323 and
29 FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

30
31 A. A manufacturer of a new bus model or a bus produced with a major change in
32 components or configuration shall provide a copy of the final test report to
33 KCATA by December 2, 2008 at 3:00pm local time.

34 B. A manufacturer who releases a report under the paragraph above shall provide
35 notice to the operator of the testing facility that the report is available to the
36 public.

37 C. If the manufacturer represents that the vehicle was previously tested, the vehicle
38 being sold should have the identical configuration and major components as the
39 vehicle in the test report, which must be provided to KCATA prior to final
40 acceptance of the first vehicle. If the configuration or components are not
41 identical, the manufacturer shall provide a description of the change and the
42 manufacturer's basis for concluding that it is not a major change requiring
43 additional testing.

1 D. If the manufacturer represents that the vehicle is “grandfathered” (has been used
2 in mass transit service in the United States before October 1, 1988, and is
3 currently being produced without a major change in configuration or
4 components), the manufacturer shall provide the name and address of the
5 recipient of such a vehicle and the details of that vehicle’s configuration and
6 major components.

7 7. CHANGES

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

17 8. CIVIL RIGHTS

19 A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as
20 amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975,
21 as amended, 42 U.S.C. § 6102, Section 202 of the American with Disabilities Act
22 of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the
23 Contractor agrees that it will not discriminate against any employee or applicant
24 for employment because of race, color, creed, national origin, sex, age, or
25 disability. In addition, the Contractor agrees to comply with applicable federal
26 implementing regulations and other implementing requirements FTA may issue.

27 B. **American with Disabilities Act (ADA).** In accordance with Section 102 of the
28 American with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor
29 agrees that it will comply with the requirements of U.S. Equal Employment
30 Opportunity Commission, “Regulations to Implement the Equal Employment
31 Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630,
32 pertaining to employment of persons with disabilities. In addition, the Contractor
33 agrees to comply with any implementing requirements FTA may issue.

34 C. **Disadvantaged Business Enterprise (DBE).**

35 1. This Contract is subject to the requirements of Title 49, Code of Federal
36 Regulations, Part 26, Participation by Disadvantaged Business Enterprises
37 in Department of Transportation Financial Assistance Programs. The
38 national goal for participation of Disadvantaged Business Enterprises
39 (DBEs) is 10 percent. KCATA’s overall goal for DBE participation is 18
40 percent. A separate contract goal has not been established for this
41 procurement.
42

- 1 2. This contractor shall not discriminate on the basis of race, color national
2 origin, or sex in the performance of this Contract. The Contractor shall
3 carry out applicable requirements of 49 C.F.R. Part 26 in the award and
4 administration of this DOT-assisted contract. Failure by the Contractor to
5 carry out these requirements is a material breach of this Contract, which
6 may result in the termination of this Contract or such other remedy as
7 KCATA deems appropriate. Each subcontract the Contractor signs with a
8 subcontractor must include the assurance in this paragraph (see 49 C.F.R.
9 26.13(b)).
- 10
- 11 3. The Contractor is required to pay its subcontractors performing work
12 related to this Contract for satisfactory performance of that work no later
13 that 30 days after the Contractor’s receipt of payment from that work from
14 the KCATA.
- 15
- 16 4. The Contractor must promptly notify KCATA whenever a DBE
17 subcontractor performing work related to this Contract is terminated or
18 fails to complete its work, and must make good faith efforts to engage
19 another DBE subcontractor to perform at least the same amount of work.
20 The Contractor may not terminate any DBE subcontractor and perform
21 that work through its own forces or those of an affiliate without prior
22 written consent of KCATA.
- 23

24 **D. Equal Employment Opportunity.** In accordance with Title VII of the Civil
25 Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49
26 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal
27 employment opportunity requirements of U.S. Department of Labor (U.S. DOL)
28 regulations, “Office of Federal Contractor Compliance Programs, Equal
29 Employment Opportunity, Department of Labor,” 49 C.F.R. Parts 60 *et seq.*,
30 (which implement Executive Order No. 11246, “Equal Employment
31 Opportunity,” as amended by Executive Order No. 11375, “Amending Executive
32 Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e
33 note), Section 4 of the Age Discrimination in Employment Act of 1967, as
34 amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to
35 ensure that applicants are employed, and that employees are treated during
36 employment, without regard to their race, color, creed, national origin, sex,
37 disability, or age. Such action shall include, but not be limited to, the following:
38 employment, upgrading, demotion or transfer, recruitment or recruitment
39 advertising, layoff or termination; rates of pay or other forms of compensation;
40 and selection for training, including apprenticeship. In addition, the Contractor
41 agrees to comply with any implementing requirements FTA may issue.

42 In the event of the Contractor’s non-compliance with nondiscrimination provisions
43 of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of
44 Transportation, or the City of Kansas City, Missouri, may determine to be
45 appropriate including, but not limited to withholding of payments to the Contractor
46 under this Contract until the Contractor complies, and/or cancellation, termination,

1 or suspension of the Contract, in whole or in part.
2

3 **E. ADA Access Requirements.** In accordance with Section 102 of the Americans
4 with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that
5 it will comply with the requirements of U.S. Equal Employment Opportunity
6 Commission (EEOC), “Regulations to Implement the Equal Employment
7 Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630,
8 pertaining to employment of persons with disabilities. In addition, the Contractor
9 agrees to comply with any implementing requirements FTA may issue.

10 **9. CONFLICTS OF INTEREST**

11 The Contractor certifies that it has no known activities or relationships that would make the
12 Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA,
13 or that would impair the Contractor’s objectivity in supplying products, equipment or
14 materials, or in performing work, under this Contract.
15

16 **10. CONTINUITY OF SERVICES**

17 The Contractor recognizes that the services under this Contract are vital to the KCATA and
18 must be continued without interruption and that, upon contract expiration, a successor, either
19 the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish
20 phase-in training and (2) exercise its reasonable best efforts and cooperation to effect an
21 orderly and efficient transition to a successor.
22

23 The Contractor shall, upon the KCATA’s written notice, (1) furnish phase-in, phase-out
24 services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan
25 with a successor to determine the nature and extent of phase-in, phase-out services required.
26 The plan shall specify a training program and a date for transferring responsibilities for each
27 division of work described in the plan, and shall be subject to KCATA’s approval. The
28 Contractor shall provide sufficient experienced personnel during the phase-in, phase-out
29 period to ensure that the services called for by this Contract are maintained at the required
30 level of proficiency.
31

32 **11. CONTRACTOR’S PERSONNEL**

33 All of the services required hereunder shall be performed by the Contractor or under its
34 supervision and all personnel engaged in the services shall be fully qualified and authorized
35 under state and local law to perform such services. Any change in the key personnel, as
36 described in Appendix D attached hereto, shall be subject to the written approval of
37 KCATA; such approval shall not be unreasonably withheld. The parties agree that at all
38 times during the entire term of this Contract that the persons listed in Contractor’s proposal
39 shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all
40 of the services of this Contract subject to the following paragraph on KCATA’s right to
41 remove personnel.
42

43 KCATA reserves the right to require the Contractor to remove any personnel and or
44 subcontractors for any cause provided such request for removal shall be documented in

1 writing giving reasons therefore to Consultant.
2

3 **12. CONTRACTOR'S RESPONSIBILITY**

4 No advantage shall be taken by the Contractor or its subcontractor of the omission of any
5 part or detail that goes to make any services, products, equipment or materials complete and
6 operable for use by KCATA. In case of any variance, this specification shall take
7 precedence over Contractor's or subcontractor's own specifications. The Contractor shall
8 assume responsibility for all products, equipment, materials and services used whether the
9 same is manufactured by the Contractor or purchased ready made from a source outside the
10 Contractor's company. In the case of the replacement of a subcontractor, the Contractor
11 shall, within five (5) days, notify KCATA in writing of the replacement and provide name,
12 address, telephone number, and the type of service.
13

14 **13. DELIVERY**

15 A. Materials, products and/or equipment shall be delivered to Kansas City Area
16 Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th
17 Street, Kansas City, Missouri 64108. KCATA will assume custody of property at
18 other locations, if so directed in writing by KCATA. Packing slips shall be
19 furnished with the delivery of each shipment. KCATA reserves the right to
20 inspect all deliveries or services before acceptance.

21 B. All external components shall be wrapped for protection against damage during
22 shipping and handling. Each specified unit shall be delivered to KCATA in first
23 class condition and the Contractor shall assume all responsibility and liability for
24 said delivery.

25 C. KCATA reserves the right to extend delivery or installation, postpone delivery or
26 installation, or reschedule delivery or installation in case the delivery or
27 installation of products, equipment or materials under this Contract shall be
28 necessarily delayed because of strike, injunction, civil disturbance, government
29 controls, or by reason of any cause of circumstance beyond the control of the
30 Contractor, as detailed in writing by the Contractor. The time of completion of a
31 delivery or installation shall be extended by a number of days to be determined in
32 each instance by KCATA.

33 **14. DISPUTE RESOLUTION**

34 Except as otherwise provided in this Contract, any dispute concerning a question of fact
35 arising under this Contract which is not disposed of by Contract shall be decided by
36 KCATA's Director of Procurement, who shall reduce the decision to writing and mail or
37 otherwise furnish a copy thereof to the Contractor. The decision of the KCATA Director of
38 Procurement shall be final and conclusive unless within ten (10) days from the date of
39 receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed
40 to the KCATA General Manager, with a copy to the KCATA Director of Procurement. The
41 determination of such appeal by the KCATA General Manager shall be final and conclusive
42 unless determined by a court of competent jurisdiction to have been fraudulent or capricious,

1 arbitrary, or not supported by substantial evidence. In connection with any appeal preceding
2 under this clause the Contractor shall be afforded an opportunity to be heard and to offer
3 evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless
4 otherwise directed in writing by KCATA, the Contractor shall proceed diligently with
5 performance in accordance with the KCATA Director of Procurement's decision.
6

7 The duties and obligations imposed by this Contract and the rights and remedies available
8 hereunder shall be in addition to and not a limitation of any duties, obligations, rights and
9 remedies otherwise imposed or available by law or equity.
10

11 No action or failure to act by the KCATA or Contractor shall constitute a waiver of any
12 right or duty afforded any of them under this Contract, nor shall any such action or failure to
13 act constitute an approval of or acquiescence in any breach thereunder, except as may be
14 specifically agreed in writing.
15

16 15. ENVIRONMENTAL REGULATIONS

17 **A. Clean Air.** The Contractor shall comply with all applicable standards, orders, or
18 regulations issued pursuant to the Clean Air Act, as amended, 42, U.S.C. § 7401
19 et seq. The Contractor agrees to report, and to require each subcontractor
20 receiving more than \$100,000 from this Contract to report, any violation of these
21 requirements resulting from any project implementation activity to KCATA. The
22 Contractor understands that KCATA will, in turn, report each violation as
23 required to assure notification to FTA and the appropriate U.S. EPA Regional
24 Office.

25 **B. Clean Water.** The Contractor agrees to comply with all applicable standards,
26 orders, or regulations issued pursuant to the Federal Water Pollution Control Act,
27 as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and
28 require each subcontractor receiving more that \$100,000 from this Contract to
29 report, any violation of these requirements resulting from any project
30 implementation activity to KCATA. The Contractor understands that KCATA
31 will, in turn, report each violation as required to assure notification to FTA and
32 the appropriate U.S. EPA Regional Office.

33 **C. Energy Conservation.** The Contractor agrees to comply with mandatory
34 standards and policies relating to energy efficiency, which are contained in the
35 state energy conservation plan issued in compliance with the Energy Policy and
36 Conservation Act.

37 **D. Recovered Materials.** To the extent practicable and economically feasible, the
38 Contractor agrees to provide a competitive preference for "green" or other
39 products and services that conserve natural resources and protect the environment
40 and are energy efficient. Examples of such products may include, but are not
41 limited to products described in U.S. Environmental Protection Agency (EPA)
42 guidelines at 40 C.F.R. Parts 247-253, which implement Section 6002 of the
43 Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962).

1 **E. Clean Air Requirements for Transit Operations.** The U.S. EPA imposes
2 requirements implementing the Clean Air Act, as amended, which may apply to
3 public transportation operators, particularly operators of large public
4 transportation bus fleets. Accordingly, the KCATA agrees to comply with the
5 following U.S. EPA regulations to the extent they apply to any project in
6 question: “Control of Air Pollution from Mobile Sources,” 40 C.F.R. Part 85;
7 “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-
8 Use Motor Vehicle Engines,” 40 C.F.R. Part 86; and “Fuel Economy of Motor
9 Vehicles,” 40 C.F.R. Part 600. The Contractor agrees to report, and to require
10 each subcontractor receiving more than \$100,000 from this Contract to report, any
11 violation of these requirements resulting from any project implementation activity
12 to KCATA. The Contractor understands that the KCATA will, in turn, report
13 each violation as required to assure notification to FTA and the appropriate U.S.
14 EPA Regional Office.

15 **16. FEDERAL REQUIREMENTS**

16 **A. Changes.** The Contractor shall at all times comply with all applicable FTA
17 regulations, policies, procedures and directives, including without limitation those
18 listed directly or by reference in this Contract, as they may be amended or
19 promulgated from time to time during the term of this Contract. The Contractor’s
20 failure to so comply shall constitute a material breach of this Contract.

21 **B. Debarment and Suspension Certification.** The Contractor shall certify that it is
22 not included in the “U.S. General Services Administration’s List of Parties
23 Excluded from Federal Procurement or Non-procurement Programs”.

24 The Contractor agrees to refrain from awarding any subcontract of any amount (at
25 any tier) to a debarred or suspended subcontractor, and to obtain a similar
26 certification from any subcontractor (at any tier) seeking a contract exceeding
27 \$25,000.

28 The Contractor agrees to provide KCATA a copy of each conditioned debarment
29 or suspension certification provided by a prospective subcontractor at any tier,
30 and to refrain from awarding a subcontract with any party that has submitted a
31 conditioned debarment or suspension certification until FTA approval is obtained.

32 **C. Disclaimer of Federal Government Obligation or Liability.** The federal
33 government shall not be subject to any obligations or liabilities to any
34 subrecipient, any third party contractor, or any other party in connection with the
35 performance of this Contract. Notwithstanding any concurrence provided by the
36 federal government in or approval of any solicitation, subagreement, or third party
37 contract, the federal government continues to have no obligations or liabilities to
38 any party, including the subrecipient and third party contractor.

39 **D. Incorporation of Federal Transit Administration (FTA) Terms.** The
40 provisions in this Contract include, in part, certain standard terms and conditions
41 required by DOT, whether or not expressly set forth. All contractual provisions

1 required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are
2 hereby incorporated by reference into this Contract. Anything to the contrary
3 herein notwithstanding, all FTA mandated terms shall be deemed to control in the
4 event of a conflict with other provisions contained in this Contract. The
5 Contractor shall not perform any act, fail to perform any act, or refuse to comply
6 with any KCATA requests that would cause KCATA to be in violation of the
7 FTA terms and conditions.

8 **E. National Intelligent Transportation Systems Architecture and Standards.**

9 The Contractor agrees to conform, to the extent applicable, to the National
10 Intelligent Transportation Systems (ITS) Architecture and Standards as required
11 by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice,
12 “FTA National ITS Architecture Policy on Transit Projects” *66 Fed. Reg. 1455 et*
13 *seq.*, January 8, 2001, and any subsequent further implementing directives, except
14 to the extent FTA determines otherwise in writing

15 **17. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

16 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act
17 of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, “Program Fraud
18 Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon
19 execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy
20 of any statement it has made, it makes, or may make pertaining to the project covered under
21 this Contract. In addition to other penalties that may be applicable, the Contractor further
22 acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission,
23 or certification, the federal government reserves the right to impose the penalties of the
24 Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal
25 government deems appropriate.

26
27 The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim,
28 statement, submission, or certification in connection with this Contract, the government
29 reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49
30 U.S.C. § 5307(n)(1), to the extent the federal government deems appropriate.

31
32 **18. GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

33 This Contract shall be deemed to have been made in, and be construed in accordance with,
34 the laws of the State of Missouri, except those pertaining to conflicts of laws. **ANY**
35 **ACTION OF LAW, SUIT IN EQUITY, OR OTHER JUDICIAL PROCEEDING TO**
36 **ENFORCE OR CONSTRUE THIS CONTRACT, RESPECTING ITS ALLEGED**
37 **BREACH, SHALL BE INSTITUTED ONLY IN THE CIRCUIT COURT OF**
38 **JACKSON COUNTY, MISSOURI.**

39
40 **19. HEADINGS**

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

1 interpretation or construction thereof.

2
3 **20. INDEPENDENT CONTRACTOR**

4 The parties hereto agree that the Contractor is an independent contractor under this Contract.
5 Under no circumstance shall the Contractor be considered an agent, employee or
6 representative of KCATA and KCATA shall not be liable for any claims, losses, damages,
7 or liabilities of any kind resulting from any action taken or failed to be taken by the
8 Contractor.

9
10 The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment
11 necessary to perform all the Services under this Contract in an orderly, timely, and efficient
12 manner, consistent with professional skill, care and the orderly progress of the Project.

13
14 **21. INSTALLATION**

15 If specified, the Contractor shall install and place in operation, subject to approval of
16 KCATA, the equipment, at the Contractor's expense, within a time to be specified from
17 issuance of a notice to install issued by KCATA. If required, the Contractor shall assemble
18 the equipment as part of the installation.

19
20 **22. INSURANCE**

21 The insurance required under the purchase order or contract shall be written for not less than
22 any limits of liability required by law or by those set forth below, whichever is greater, and
23 shall include contractual liability insurance as applicable to the Contractor's obligations
24 under the Liability and Indemnification section below. All policies, except Professional
25 Liability and Workers Compensation policies, shall name the KCATA, its commissioners,
26 officers and employees as additional insureds. The policies shall provide coverage
27 applicable to the operations of KCATA. Explosion, collapse and underground coverage
28 shall not be excluded. The insurance should be written with companies acceptable to the
29 KCATA and the companies should have a minimum A.M. Best's insurance rating of A-
30 (VIII). An exception to the minimum A.M. Best rating is granted for Workers
31 Compensation exposures insured through the Builders Association Self Insurance Fund
32 (BASIF) or Missouri Employers Mutual Insurance Company.

33
34 The Contractor shall be required to furnish to KCATA copies of required insurance policies
35 and relevant additional insured endorsements of insurance prior to issuance of the KCATA
36 purchase order or execution of the contract. If copies of the required insurance policies or
37 endorsements are not then available, the Contractor shall be required to furnish certificates
38 of insurance prior to execution of the contract, and thereafter furnish copies of the policies
39 and additional insured endorsements, from time to time, whenever reasonably requested by
40 KCATA. The certificates (with the exception of Professional Liability and Workers
41 Compensation coverage) shall specifically state that:

- 42
43 1. Contractual liability coverage is applicable.

1 2. The Kansas City Area Transportation Authority, its commissioners, officers and
2 employees are named as additional insureds on the policies covered by the
3 certificate; using this specific wording: **Kansas City Area Transportation**
4 **Authority, its commissioners, officers and employees are named as additional**
5 **insureds as respects general liability and where required by written contract.**
6 **Any coverage afforded the certificate holder as an additional insured shall**
7 **apply as primary and not excess or contributing to any insurance or self**
8 **insurance in the name of the certificate holder, and shall include a waiver of**
9 **subrogation.**

10 Further, from time to time and whenever reasonably requested by KCATA, the Contractor
11 shall represent and warrant to KCATA (1) the extent to which the insurance limits identified
12 below have been, or may be, eroded due to paid or pending claims under the policies; and
13 (2) the identity of other entities or individuals covered as an additional insured on the
14 policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense
15 costs under the policies is in addition to, and not part of the liability limits stated in the
16 policies.

17
18 All such insurance, with the exception of Professional Liability coverage, shall contain
19 endorsements that the policies may not be canceled or amended or allowed to lapse by the
20 insurers with respect to KCATA its commissioners, officers and employers by the insurance
21 company without thirty (30) days prior notice by certified mail to KCATA in addition to the
22 Named Insured (s) and that denial of coverage or voiding of the policy for failure of
23 Contractor to comply with its terms shall not affect the interest of KCATA, its
24 commissioners, officers and employees thereunder.

25
26 If the contractor or its insurance agent has any questions pertaining to the insurance
27 requirements, contact the KCATA's Loss Prevention Manager, Darlene Arnett, at (816) 346-
28 0241. The requirements for insurance coverage are separate and independent of any other
29 provision under the KCATA purchase order or the contract.

30
31 The requirements for insurance coverage are separate and independent of any other
32 provision hereunder.

33
34 **A. Worker's Compensation and Employers Liability:**

35 Workers Compensation: Statutory
36 Employer's Liability Limit: Bodily Injury by Accident: \$500,000 each accident
37 Bodily Injury by Disease: \$500,000 each employee
38 Bodily Injury by Disease: \$500,000 policy limit
39

40 The Contractor and any subcontractor shall maintain adequate worker's
41 compensation insurance as required by law to cover all employees during
42 performance of services, or during delivery, installation, assembly or related
43 services in conjunction with this Contract.

44 **B. Commercial General Liability:**

1 Bodily Injury and Property Damage: \$1,000,000 Each Occurrence,
2 \$2,000,000 Annual Aggregate
3

4 Contractor shall procure and maintain at all times during the term of the KCATA
5 purchase order or the contract commercial general liability insurance for liability
6 arising out of the operations of the Contractor and any subcontractors. The policy
7 (ies) shall include coverage for the Contractor's and subcontractors' products and
8 completed operations. The policy (ies) shall name as an additional insured, in
9 connection with Contractor's activities, the KCATA, its commissioners, officers,
10 and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case
11 of a Blanket Endorsement), or such other additional insured forms acceptable to
12 KCATA. The Insurer(s) shall agree that its policy (ies) is primary insurance and
13 that it shall be liable for the full amount of any loss up to and including the total
14 limit of liability without right of contribution from any other insurance or self-
15 insurance KCATA may have.
16

17 **C. Auto Liability:**

18 Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit
19

20 The policy(ies) shall include automobile liability coverage for all vehicles,
21 licensed or unlicensed, on or off the KCATA's premises, whether the vehicles are
22 owned, hired or non-owned, covering use by or on behalf of the Contractor and
23 any subcontractors during the performance of work under this Contract.

24 **23. LIABILITY AND INDEMNIFICATION**

25 **A. Contractor's Liability.** Contractor shall be liable for all damages to persons
26 (including employees of Contractor) or property of any type that may occur as a
27 result of any act or omission by Contractor, any subcontractors, or sub-
28 subcontractor, their respective agents or anyone directly employed by any of them
29 or anyone for whose acts any of them may be liable or arising out of any products,
30 equipment or materials provided or services rendered under this Contract.

31 **B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and
32 relinquish any right of subrogation or claim against KCATA, its commissioners,
33 officers and employees arising out of the use of KCATA's premises (including
34 any equipment) by any party in performance of this Contract.

35 **C. Indemnification.** To the fullest extent permitted by law, Contractor agrees to and
36 shall indemnify, defend and hold harmless KCATA, its Commissioners, officers
37 and employees from and against any and all claims, losses, damages, causes of
38 action, suits, liens and liability of every kind, (including all expenses of litigation,
39 expert witness fees, court costs and attorneys' fees whether or not suit be
40 commenced) by or to any person or entity (collectively the "Liabilities") arising
41 out of, caused by, or resulting from the acts or omissions of Contractor,
42 subcontractors, or sub-subcontractors, their respective agents or anyone directly
43 or indirectly employed by any of them in performing work under this Contract,

1 and provided such claim is attributable to bodily injury, sickness, disease or death
2 of any person, or injury to or destruction of property, including consequential
3 damages, regardless of whether or not such claim, damage, loss or expense is
4 caused in part by a party indemnified hereunder, so long as such Liabilities are
5 not caused by the sole negligence or willful misconduct of a party indemnified
6 hereunder. Such obligation shall not be construed to negate, abridge or otherwise
7 reduce other rights or obligations of indemnity which would otherwise exist as to
8 a party or person described in this paragraph.

9 In claims against any person or entity indemnified under this Section, by an
10 employee of Contractor, subcontractor or sub-subcontractor or anyone directly or
11 indirectly employed by any of them, the indemnification obligation shall not be
12 limited by a limitation on the amount or type of damages, compensation or
13 benefits payable by or for the Contractor, subcontractor, or sub-subcontractor
14 under worker's compensation acts, disability benefit acts or other employee
15 benefit acts.

16 If any action at law or suit in equity is instituted by any third party against
17 Contractor arising out of or resulting from the acts of Contractor in performing
18 work under this Contract, Contractor shall promptly notify KCATA of such suit.

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

39 **24. LICENSES AND PERMITS**

40 The Contractor shall, without additional expense to KCATA, be responsible for obtaining
41 any necessary licenses and permits, and for complying with all federal, state, and municipal
42 laws, codes, and regulations applicable to the providing of products, equipment or materials,
43 or the performance of the Services, under this Contract.

1
2 The Contractor shall comply with all applicable and current rules, regulations and
3 ordinances of any applicable federal, state, county or municipal governmental body or
4 authority, including those as set forth by the Environmental Protection Agency (EPA), the
5 Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and
6 Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of
7 Kansas City, Missouri.
8

9 **25. LOBBYING RESTRICTIONS**

10 A. Pursuant to Public Law 104-65, the Contractor is required to certify, and does
11 hereby so certify, that no federal funds were used to influence or attempt to
12 influence an officer or employee of any Federal department or agency, a member
13 of Congress, an officer or employee of Congress, or an employee of a member of
14 Congress regarding obtaining any federal contract, grant or any other award
15 covered by 31 U.S.C. 1352.

16 B. Contractors who use non-federal funds for lobbying on behalf of specific projects
17 or proposals must submit disclosure documentation when these efforts are
18 intended to influence the decisions of federal officials. If applicable, Standard
19 Form-LLL, "Disclosure Form to Report Lobbying", is required with the
20 Contractor's first submission initiating KCATA's consideration for a contract.
21 Additionally, disclosure forms are required each calendar quarter following the
22 first disclosure if there has been a material change in the status of the previous
23 disclosure. A material change includes: 1) a cumulative increase of \$25,000 or
24 more in the amount paid or expected to be paid for influencing or attempting to
25 influence a covered federal action; 2) a change in the person(s) or individual(s)
26 influencing or attempting to influence a covered federal action; or 3) a change in
27 the officer(s) or employee(s) or member(s) contacted to influence or attempt to
28 influence a covered federal action.

29 C. Contractor is required to obtain the same certification and disclosure from all
30 subcontractors (at all tiers) when the federal money involved in the subcontract is
31 \$100,000 or more. Any such disclosure forms received by the Contractor must be
32 forwarded to KCATA.

33 **26. NOTIFICATION AND COMMUNICATION**

34 A. Communications regarding technical issues and activities of the project shall be
35 exchanged with KCATA's Director of Maintenance.

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

40 If to KCATA: Etta J. Jackson, Director of Procurement
41 Kansas City Area Transportation Authority

1 1350 East 17th Street
2 Kansas City, MO 64108

3 If to Contractor: Name: _____
4 Company: _____
5 Address: _____
6 _____

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

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

13 **27. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK**

14 A. All reports, programs, documentation, designs, drawings, plans, specifications,
15 schedules and other materials prepared, or in the process of being prepared, for
16 the Services to be performed by Contractor shall be and are the property of
17 KCATA, and shall be identified in an appropriate manner by a title containing
18 KCATA's name and address.

19 B. KCATA shall be entitled access to and copies of these materials during the
20 progress of the work.

21 C. Any such material remaining in the possession or under the control of the
22 Contractor or in the possession or under the control of a subcontractor upon
23 completion or termination of the work, and for which KCATA has reimbursed the
24 contractor, shall be immediately delivered to KCATA. If any materials are lost,
25 damaged or destroyed before final delivery to KCATA, the Contractor shall
26 replace them at its own expense, and the Contractor assumes all risks of loss,
27 damage or destruction of or to such materials.

28 D. The Contractor may retain a copy of all materials produced under this Contract
29 for its own internal use.

30 E. Any KCATA materials to which the Contractor has access or materials prepared
31 by the Contractor shall be held in confidence by the Contractor, who shall
32 exercise all reasonable precautions to prevent the disclosure of confidential
33 information to anyone except the officers, employees and agents of the Contractor
34 as necessary to accomplish the Scope of Services set forth in this Contract.

35 F. Access to or copies of any reports, information, data, etc., available to or prepared
36 or assembled by the Contractor under this Contract shall not be made available to
37 any third party by the Contractor without the prior written consent of KCATA.

1 G. Each tangible product resulting from Service performed under this Contract shall
2 be labeled with information stating that the project has been financed with federal
3 assistance provided by the U.S. Department of Transportation, Federal Transit
4 Administration.

5 **28. PRE-AWARD AND POST-DELIVERY REQUIREMENTS**

6 If applicable, the Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's
7 implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:
8

9 **A. Buy America Requirements.** The Contractor shall complete and submit a
10 declaration certifying either compliance or noncompliance with Buy America. If
11 the Contractor certified compliance with Buy America in the competitive process,
12 it shall submit documentation which lists 1) component and subcomponent parts
13 of the rolling stock to be purchased identified by manufacturer of the parts, their
14 country of origin and costs; and 2) the location of the final assembly point for the
15 rolling stock, including a description of the activities that will take place at the
16 final assemble point and the cost of final assemble.

17 **B. Federal Motor Vehicle Safety Standards (FMVSS).** The Contractor shall
18 submit 1) manufacturer's FMVSS or 2) manufacturer's certified statement that the
19 contracted vehicles will not be subject to FMVSS regulations.

20 **29. PRIVACY ACT REQUIREMENTS**

21 The Contractor agrees to comply with, and assures the compliance of its employees and
22 subcontractors with the information restrictions and other applicable requirements of the
23 Privacy Act of 1974, 5 U.S.C. § 552.
24

25 The Contractor understands that the requirements of the Privacy Act, including the civil and
26 criminal penalties for violation of that Act, apply to all individuals involved, and that failure
27 to comply with the terms of the Privacy Act may result in termination of this Contract.
28

29 The Contractor agrees that strict privacy will be maintained in the collection, storage, use,
30 transfer, access to and/or security of personnel information. Contractor agrees to protect
31 such information, and to limit the use of the information to that required by this Contract.
32

33 **30. PROHIBITED INTERESTS**

34 No board member, officer, employee or agent of KCATA or of a local public body who has
35 participated or will participate in the selection, award, or administration of this Contract, nor
36 any member of his or her immediate family, business partner or any organization which
37 employs, or intends to employ any of the above during such period, shall have any interest,
38 direct or indirect, in this Contract or the proceeds thereof, to any share or part of this
39 Contract, or to any benefit arising therefrom. This shall not be construed to prevent any
40 such person from owning stock in a publicly owned corporation.
41

42 No member of, or delegates to, the Congress of the United States shall be admitted to any

1 share or part of the Contract, or to any benefit arising therefrom. This shall not be construed
2 to prevent any such person from owning stock in a publicly owned corporation.
3

4 **31. PROHIBITED WEAPONS AND MATERIALS**

5 Missouri Revised Statutes, Section 571.107 (R.S. Mo. § 571.107) allows government units
6 and businesses to prohibit persons holding a concealed carry endorsement from carrying
7 concealed firearms on its premises. Accordingly, KCATA has adopted the following rules
8 prohibiting weapons, whether concealed or not, and whether or not the individual carrying
9 the weapon has an endorsement or permit to carry on.

10
11 No weapon, including firearms concealed or not, other instrument intended for use as a
12 weapon, or any object capable of inflicting serious bodily injury upon another person or
13 property may be carried in or on any facility or property of KCATA, including vehicles of
14 contractors parked on KCATA property or leased facilities, or vehicles used in transporting
15 KCATA customers, even if a person has a permit to carry a concealed weapon, unless
16 authorized in writing to do so by KCATA in its sole discretion. For the purposes hereof, a
17 weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any
18 kind known as blackjack, billy club, club, sandbag and metal knuckles.
19

20 No explosives, flammable liquids, acids, fireworks, other highly combustible materials,
21 radioactive materials or biochemical materials may be carried on or in any KCATA
22 property, facility or vehicle, including vehicles of contractors parked on KCATA property
23 or leased facilities, or vehicles used in transporting any KCATA customer, except as
24 authorized in writing by KCATA in its sole discretion.
25

26 Any contractor, subcontractor, employee or agent thereof, who has a firearm or other
27 weapon, including those used for recreational purposes, in his/her possession, including on
28 his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or
29 accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time
30 while performing KCATA contracted services or on KCATA property, including parking
31 lots, concealed or not, shall be immediately prohibited from performing any further KCATA
32 work, even if the person has a permit to carry a concealed weapon.
33

34 Any KCATA contractor, subcontractor, employee or agent thereof, while performing
35 KCATA contracted services or on any KCATA property or facilities, who has in his/her
36 possession, carries, transports, displays, uses, flourishes, or threatens another person with a
37 weapon, radioactive material, biochemical material or other dangerous weapon, object or
38 material, which has the capability of inflicting bodily injury, shall be immediately prohibited
39 from performing any further KCATA work.
40

41 **32. QUALIFICATION REQUIREMENTS**

42 “Qualification Requirement”, as used in this Section, means a KCATA requirement for
43 testing or other quality assurance demonstration that must have been completed before
44 Contract award. One or more qualification requirements may apply to the products,
45 equipment, materials, supplies, work or services covered by this Contract, whether the

1 covered product or service is an end item under this Contract or simply a component of an
2 end item. The products, equipment, material, supply, work or service must be qualified at
3 the time of award of this Contract, whether the Contractor or a subcontractor will ultimately
4 provide the same in question. If, after award, KCATA discovers that an applicable
5 qualification requirement was not in fact met at the time of award, KCATA may either
6 terminate this Contract for default or allow performance to continue if adequate
7 consideration is offered and KCATA determines the action is otherwise in KCATA's best
8 interest.

9
10 **33. RECORD RETENTION AND ACCESS**

11 The Contractor agrees that, during the course of this Contract and any extensions thereof,
12 and for three (3) years thereafter, it will maintain intact and readily accessible to the
13 KCATA all data, documents, reports, records, contracts, and supporting materials relating to
14 this Contract. In the event of litigation or settlement of claims arising from the performance
15 of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims
16 or exceptions related thereto have been disposed.

17
18 The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller
19 General of the United States, and representatives of KCATA participating communities, to
20 inspect all work, materials, construction sites, payrolls, and other data and records, and to
21 audit the books, records, and accounts of the Contractor relating to its performance under
22 this Contract.

23
24 The Contractor agrees to permit any of the foregoing parties to reproduce by any means
25 whatsoever or to copy excerpts and transcriptions as reasonably needed.

26
27 **34. REQUESTS FOR PAYMENT**

28 Invoices requesting payment shall be submitted directly to KCATA's Procurement
29 Department. All invoices shall be numbered, dated and submitted in duplicate, and contain
30 full descriptive information of products, equipment, materials, work or services furnished.
31 All invoices and correspondence shall reference KCATA's Purchase Order number.
32 Separate invoices shall be submitted for each purchase order or work (task) order.

33
34 Contracts containing subcontractors shall provide a detailed breakout by prime, majority
35 subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment.
36 Invoice shall contain a summary section which shows current payment and cumulative.
37 KCATA may perform random audits and contact minority subcontractors to confirm the
38 reported participation. Failure to meet the contracted goal without documented evidence of
39 a good faith effort may result in the termination of this Contract.

40
41 Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2)
42 30 days after KCATA's acceptance of products, equipment, materials or supplies delivered
43 or services performed by the Contractor. On a final invoice where the payment amount is
44 subject to contract settlement actions, acceptance shall be deemed to have occurred on the
45 effective date of the contract settlement.

1
2 All final invoices shall be submitted to KCATA within 90 days of project completion or
3 contract termination. Invoices submitted more than 90 days after project completion or
4 contract termination will not be valid and will not be paid.
5

6 **35. RIGHT TO OFFSET; PAYMENTS UNDER PROTEST**

7 KCATA, without waiver or limitation of any rights, may deduct from any amounts due
8 Contractor in connection with this Contract, any amounts owed by Contractor to KCATA,
9 including amounts owed by Contractor pursuant to Contractor's obligation to indemnify
10 KCATA against third party claims arising out of Contractor's performance of work under
11 this Contract.
12

13 If at any time a dispute shall arise as to any amount or sum of money to be paid by one party
14 to the other party, under the provisions of this Contract, the party against whom the
15 obligation to pay the money is asserted shall have the right to make payment "under protest"
16 and such payment shall not be regarded as a voluntary payment and there shall survive the
17 right on the part of said party to institute permitted actions for the recovery of such protested
18 sum, and if it shall be finally determined that there was no legal obligation on the part of
19 said party to pay such sum or any part thereof, said party shall be entitled to recover such
20 sum or so much thereof as it was not legally required to pay under the provisions of this
21 Contract, together with interest thereon at 8% per annum if paid to the other party. If at any
22 time a dispute shall arise between the parties hereto as to any work to be performed by either
23 of them under the provisions hereof, the party against whom the obligation to perform the
24 work is asserted may perform such work and pay the cost thereof "under protest" and the
25 performance of such work shall in no event be regarded as a voluntary performance and
26 there shall survive the right on the part of said party to institute permitted actions for the
27 recovery of the cost of such work, and if it shall be adjudged that there was no legal
28 obligation on the part of said party to perform the same or any part thereof, said party shall
29 be entitled to recover the cost of such work or the cost of so much thereof as said party was
30 not legally required to perform under the provisions of this Contract, together with interest
31 thereon at 8% per annum.
32

33 **36. SERVICE MANUAL AND WIRING SCHEMATIC**

34 If specified, the Contractor will provide at least one (1) copy of a service manual and at least
35 one (1) copy of wiring schematics for individual components and other schematics and
36 drawings as may be applicable to any equipment or project work in question.
37

38 **37. SEVERABILITY**

39 If any clause or provision of this Contract is declared to be invalid by any court of
40 competent jurisdiction, then and in that event, the remaining provisions hereof shall remain
41 in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or
42 unenforceable, there shall be added as a part of this Contract, a clause or provision as similar
43 in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and
44 be legal, valid, and enforceable.
45

1 **38. SUBCONTRACTORS**

2 **A. Subcontractors.** None of the work or services covered by this Contract shall be
3 subcontracted without the prior written approval of KCATA. The only
4 subcontractors approved for this Contract, if any, are listed on an Appendix to this
5 Contract. Any substitutions or additions of subcontractors must have the prior
6 written approval of KCATA in its sole discretion. Contractor shall be solely
7 responsible for reimbursing any subcontractors or service firms, and KCATA
8 shall have no obligation to them, provided KCATA has accepted and reimbursed
9 Contractor for the subcontractors' or service firms' work. If Contractor fails to
10 reimburse subcontractors or service firms after receiving reimbursement from
11 KCATA for the subcontractors' or service firms' work, KCATA reserves the right
12 to directly reimburse the subcontractor or service firm and withhold such
13 payments directly from any future payments to Contractor, any retainage held by
14 KCATA on this Contract, or draw down on any letter of credit provided in lieu of
15 retainage under this Contract. KCATA may require lien waivers from all
16 subcontractors before reimbursement is made to the Contractor.

17 *A breakdown of all payments to subcontractors shall be included with*
18 *Contractor's payment requests submitted to KCATA.*

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

- 23 1. Administrative, contractual, or legal remedies in instances where
24 subcontractors violate or breach contract terms, including sanctions and
25 penalties as may be appropriate.
- 26
- 27 2. Termination for cause and for convenience including the manner by which
28 it will be effected and the basis for settlement.
- 29
- 30 3. The following provisions if included in this Contract:
31
32 Acceptance of Material – No Release
33 Agreement in Entirety
34 Consultant/Contractor's Rights and Responsibilities
35 Assignability
36 Bankruptcy
37 Bonding (Performance, Payment, Warranty of Work and Maintenance)
38 Breach of Contract; Remedies
39 Bus Testing
40 Changes
41 Civil Rights
42 Conflicts of Interest
43 Continuity of Services
44 Contractor's Personnel

1	Contractor's Responsibility
2	Delivery
3	Dispute Resolution
4	Employee Protections
5	Environmental Regulations
6	Federal Requirements
7	Fraud and False or Fraudulent Statements or Related Acts
8	Further Actions
9	Governing Law; Choice of Judicial Forum
10	Headings
11	Independent Contractor
12	Installation
13	Insurance
14	Liability and Indemnification
15	Licenses and Permits
16	Lobbying Restrictions
17	No Third Party Beneficiaries
18	Notification and Communication
19	Ownership, Identification, and Confidentiality of Work
20	Patents and Rights in Data and Copyrights
21	Pre-Award and Post-Delivery Requirements
22	Privacy Act Requirements
23	Prohibited Interests
24	Prohibited Weapons and Materials
25	Qualification Requirements
26	Record Retention and Access
27	Requests for Payment
28	Right to Offset
29	Seismic Safety
30	Service Manual and Wiring Schematics
31	Severability
32	Suspension of Work
33	Taxpayer Identification Number (TIN)
34	Termination
35	Time Periods
36	Training
37	Transit Operation Restrictions
38	Unavoidable Delays
39	United States Product and Service Preference
40	Warranty; Warranty of Title
41	General Provisions

42
43 The Contractor will take such action with respect to any subcontractor or
44 procurements as KCATA or the U.S. Department of Transportation may direct as
45 means of enforcing such provisions.

1 **39. SUSPENSION OF WORK**

2 KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part
3 of the services under this Contract for the period of time that KCATA determines
4 appropriate for the convenience of KCATA.
5

6 **40. TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

10
11 By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS
12 reporting purposes.
13

14 **41. TERMINATION**

15 **A. Termination for Convenience.** The KCATA may terminate this Contract, in
16 whole or in part, at any time by written notice to the Contractor when it is in
17 KCATA's best interest. The Contractor will only be paid the Contract Sum for
18 products, equipment, materials or supplies delivered and accepted, or work or
19 services performed in accordance with the manner of performance set forth in this
20 Contract. If the Contractor has any property in its possession or under its control
21 belonging to the KCATA, the Contractor will account for same, and dispose of it
22 in the manner the KCATA directs.

23 **B. Funding Contingency.** If this Contract is subject to financial assistance provided
24 by the U.S. Department of Transportation, the Contractor agrees that withdrawal
25 or termination of such financial assistance by the U.S. DOT may require KCATA
26 to terminate this Contract in accordance with other provisions of this Contract.

27 **C. Termination for Default [Breach or Cause].** If the Contractor does not deliver
28 products, equipment, materials or supplies in accordance with the contract
29 delivery schedule, or if the Contract is for work or services, and the Contractor
30 fails to perform in the manner called for in this Contract, or if the Contractor fails
31 to comply with any other provisions of this Contract, KCATA may terminate this
32 Contract for default. Termination shall be effected by serving a notice of
33 termination on the Contractor setting forth the manner in which the Contractor is
34 in default. The Contractor will only be paid the contract price for products,
35 equipment, materials or supplies delivered and accepted, or work or services
36 performed in accordance with the manner of performance set forth in this
37 Contract.

38 If the termination is for failure of the Contractor to fulfill the project contract
39 obligations, KCATA may complete the project in question by contract or
40 otherwise and the Contractor shall be liable for any additional cost incurred by
41 KCATA.

1 If, after termination for failure to fulfill contract obligations, it is determined that
2 the Contractor was not in default, KCATA, after setting up a new delivery or
3 performance schedule, may allow the Contractor to continue the project, or treat
4 the termination as a termination for convenience.

5 **D. Opportunity to Cure.** KCATA in its sole discretion may, in the case of a
6 termination for breach or default, allow the Contractor an appropriately short
7 period of time in which to cure the defect. In such case, the written notice of
8 termination will state the time period in which cure is permitted and other
9 appropriate conditions.

10 If Contractor fails to remedy to KCATA's satisfaction the breach or default of any
11 of the terms, covenants, or conditions of this Contract within the time period
12 permitted, KCATA shall have the right to terminate the Contract without any
13 further obligation to Contractor. Any such termination for default shall not in any
14 way operate to preclude KCATA from also pursuing all available remedies
15 against Contractor and its sureties for said breach or default.

16 **E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive
17 its remedies for any breach by Contractor of any covenant, term or condition of
18 this Contract, such waiver by KCATA shall not limit KCATA's remedies for any
19 succeeding breach of that or of any other term, covenant, or condition of this
20 Contract.

21 **F. Property of KCATA.** Upon termination of this Contract for any reason, and if
22 the Contractor has any property in its possession or under its control belonging to
23 KCATA, the Contractor shall protect and preserve the property, account for the
24 same, and dispose of it in the manner KCATA directs. Upon termination of this
25 Contract for any reason, the Contractor shall (1) immediately discontinue all work
26 or services affected (unless the notice directs otherwise), and (2) deliver to
27 KCATA's Project Manager all data, drawings, specifications, reports, estimates,
28 summaries, and other information and materials accumulated in performing this
29 Contract, whether completed or in process.

30 **42. TRAINING**

31 If specified, the Contractor shall properly train KCATA personnel in the operation and
32 maintenance, to include preventive maintenance, of any applicable equipment supplied as
33 part of the project. The estimated amount of training man-hours will be provided as
34 specified.
35

36 **43. TRANSIT OPERATION RESTRICTIONS**

37 **A. Charter Service Operation.** To the extent applicable to the project, the
38 Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations,
39 "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be
40 issued, which provide that recipients and subrecipients of FTA assistance are
41 prohibited from providing charter service using federally funded equipment or

1 facilities if there is at least one private charter operator willing and able to provide
2 the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter
3 service contract required by these regulations is incorporated by reference and
4 made part of this Contract.

5 **B. Drug and Alcohol Testing.** To the extent applicable to the project, the
6 Contractor agrees to establish and implement a drug and alcohol testing program
7 that complies with 49 C.F.R. Part 40 and Part 655 of the United States
8 Department of Transportation and Federal Transit Administration Regulations.
9 The Contractor agrees to produce any documentation necessary to establish its
10 compliance with Parts 40 and Part 655, and permit any authorized representative
11 of the United States Department of Transportation, the Federal Transit
12 Administration or KCATA, to inspect all collection and testing facilities, to
13 review all records associated with the implementation of the drug and alcohol
14 testing program and audit and review the testing process as required under 49
15 C.F.R. Part 40 and Part 655. To certify compliance the Contractor shall use the
16 “Substance Abuse Certifications” in the “Annual List of Certifications and
17 Assurances for Federal Transit Administration Grants and Cooperative
18 Contracts,” which is published annually in the Federal Register.

19 To the extent applicable to the project, the Contractor agrees further to certify and
20 assure upon contract renewal or extension its compliance with the provisions of
21 alcohol misuse and prohibited drug use in the workplace. In addition, the
22 Contractor agrees to annually certify its compliance with the Management
23 Information System (MIS) reporting and to submit the MIS reports to KCATA by
24 March 1st to the Drug and Alcohol Program Manager, Kansas City Area
25 Transportation Authority, 1200 East 18th Street, Kansas City, Missouri 64108. If
26 the Contractor is unwilling or unable to comply with the regulations, KCATA
27 reserves the right to discontinue using the Contractor for safety-sensitive duties.
28 Contractors that proposal on safety-sensitive work will be considered non-
29 responsive if they do not have or are not able to supply documentation that a
30 DOT/FTA compliant drug and alcohol-testing program has been established.

31 **C. School Bus Operations.** To the extent applicable to the project, the Contractor
32 agrees to comply with 69 U.S.C. 5323(f) and 49 C.F.R. Part 605, and any
33 amendments thereto, which provide that recipients and subrecipients of FTA
34 assistance not engage in school bus operations exclusively for the transportation
35 of students or school personnel in competition with private school bus operators,
36 unless qualified under specified exemptions. When operating exclusive school
37 bus service under an allowable exemption, recipients and subrecipients may not
38 use federally funded equipment, vehicles, or facilities.

39 **D. Reporting Requirements.** To the extent applicable to the project, the Contractor
40 agrees to collect and maintain all data, using proper procedures, requested by
41 KCATA for compliance with the “Uniform System of Accounts and Records and
42 Reporting System,” 49 C.F.R. Part 630, which includes various reports required
43 for FTA’s national transit database. The Contractor shall submit the requested
44 information to KCATA no later than April 1st for the previous calendar year.

1 The Contractor's failure to properly collect, maintain and submit the data will be
2 considered a breach of contract. In addition, the Contractor shall be liable to
3 KCATA for any federal funds not allocated to KCATA due to a lack of, or
4 deficient data, or improper procedures used by the Contractor.

5 **44. UNAVOIDABLE DELAYS**

6 If applicable to the project, if delivery of buses under this Contract should be unavoidably
7 delayed, the KCATA Director of Procurement may extend the time for completion of this
8 Contract for the determined number of days of excusable delay. A delay is unavoidable
9 only if the delay was not reasonably expected to occur in connection with or during the
10 Contractor's performance, and was not caused directly or substantially by acts, omissions,
11 negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and
12 was substantial and in fact caused the Contractor to miss delivery dates, and could not
13 adequately have been guarded against by contractual or legal means.

14
15 **A. Notification of Delays.** The Contractor shall notify the KCATA Director of
16 Procurement as soon as the Contractor has, or should have, knowledge that an
17 event has occurred that will delay deliveries of buses. Within five (5) days, the
18 Contractor shall confirm such notice in writing furnishing as much as detail as is
19 available.

20 **B. Request for Extension.** The Contractor agrees to supply, as soon as such data is
21 available, any reasonable proof that is required by the KCATA Director of
22 Procurement to make a decision on any request for extension. The KCATA
23 Director of Procurement shall examine the request and any documents supplied
24 by the Contractor and shall determine if the Contractor is entitled to an extension
25 and the duration of such extension. The KCATA Director of Procurement shall
26 notify the Contractor of its decision in writing.

27 It is expressly understood and agreed that the Contractor shall not be entitled to
28 damages or compensation, and shall not be reimbursed for losses on account of
29 delays resulting from any cause under this provision.

30 **45. UNITED STATES PRODUCT AND SERVICE PREFERENCE**

31 **A. Buy America.** To the extent applicable to the project, the Contractor agrees to
32 comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49
33 C.F.R. Part 661, which provide that federal funds may not be obligated unless
34 steel, iron, and manufactured products used in this project are produced in the
35 United States, unless a waiver of these provisions is granted. General waivers are
36 listed in 49 C.F.R. 661.7. Rolling stock must be assembled in the United States
37 and have a 60 percent domestic content. Separate requirements for rolling stock
38 are set out in 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. Part 611.11.

39 **B. Cargo Preference.** In the event that ocean shipment is required for any product,
40 equipment, material or commodity pursuant to this Contract, the Contractor
41 agrees to utilize United States-Flag commercial vessels to ship at least fifty

1 percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry
2 cargo liners, and tankers) involved, to the extent such vessels are available at fair
3 and reasonable rates for the United States-Flag commercial vessels.

4 If applicable, the Contractor further agrees to furnish within 20 working days
5 following the date of loading for shipments originating within the United States or
6 within 30 working days following the date of loading for shipments originating
7 outside the United States, a legible copy of a rated “on board” commercial ocean
8 bill-of-lading in English for each shipment of cargo described in the paragraph
9 above to KCATA (through the Prime Contractor or in the case of subcontractor
10 bill-of-lading) and to the Division of National Cargo, Office of Market
11 Development, Maritime Administration, 400 Seventh Street, S.W., Washington,
12 DC 20590, marked with the appropriate identification of the project.

13 **C. Fly America.** If applicable, the Contractor agrees to comply with 49 U.S.C.
14 40118 (the “Fly America” Act) in accordance with the General Service
15 Administration’s regulations at 41 C.F.R. Part 301-10, which provide that
16 recipients and subrecipients of federal funds and their Contractors are required to
17 use J.S. Flag air carriers for U.S. Government-financed international air travel and
18 transportation of their personal effects or property, to the extent such service is
19 available, unless travel by foreign air carrier is a matter of necessity, as defined by
20 the Fly America Act. The Contractor shall submit, if a foreign air carrier was
21 used, an appropriate certification or memorandum adequately explaining why
22 service by a U.S. flag air carrier was not available or why it was necessary to use
23 a foreign air carrier and shall, in any event, provide a certificate of compliance
24 with the Fly America requirements. The Contractor agrees to include the
25 requirements of this Section in all subcontracts that may involve international air
26 transportation.

27 **46. WARRANTY; WARRANTY OF TITLE**

28 The Contractor agrees that products, equipment, materials or services furnished under this
29 Contract, shall be covered by the most favorable warranties the Contractor gives to any
30 customer of such products, equipment, materials or services, and that the rights and
31 remedies provided herein are in addition to and do not limit any rights afforded to KCATA
32 by any other clause in this Contract.

33
34 Upon final acceptance by KCATA of all work to be performed by the Contractor,
35 KCATA shall so notify the Contractor in writing. The date of final acceptance shall
36 commence the warranty period.

37 Contractor shall provide KCATA with good and marketable title to all products,
38 equipment or materials delivered under this Contract, free and clear of all liens and
39 encumbrances.

1 **47. GENERAL PROVISIONS**

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

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

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

9 **D. Counterparts.** This Contract may be executed at different times and in two or
10 more counterparts and all counterparts so executed shall for all purposes
11 constitute one contract, binding on all the parties hereto, notwithstanding that all
12 parties shall not have executed the same counterpart. And, in proving this
13 Contract, it shall not be necessary to produce or account for more than one such
14 counterpart executed by the party against whom enforcement is sought.

15 **E. Headings.** The headings or captions used in connection with the Sections and
16 Subsections of this Contract are for convenience of reference only and shall not
17 be deemed to construe or limit the meaning or language of this Contract.

18 **F. Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the
19 singular includes the plural and the plural the singular; (b) words importing any
20 gender include the other genders; and (c) references to persons or parties include
21 their permitted successors and assigns. The parties recognize and agree that many
22 of the laws, regulations, policies, procedures and directives stated as governing
23 the Contractor's performance of its work or services, or the supplying of products,
24 equipment, or materials, pursuant to this Contract are subject to updating,
25 amendment or replacement. Therefore, all such references in this Contract are
26 agreed by the parties to be deemed to refer to the then current updated, amended
27 or replacement form of such laws, regulations, policies, procedures and directives
28 in effect at the applicable time during the term of this Contract and the same are
29 hereby incorporated into this Contract by this reference.

30 **G. When Effective.** Notwithstanding any provision contained in this Contract to the
31 contrary, this Contract shall become effective only after the execution and
32 delivery of this Contract by each of the parties hereto and no course of conduct,
33 oral contract or written memoranda shall bind the parties hereto with respect to
34 the subject matter hereof except this Contract.

35 **H. Further Actions; Reasonableness and Cooperation by Parties; Time for
36 Certain Actions.** Each party agrees to take such further actions and to execute
37 such additional documents or instruments as may be reasonably requested by the
38 other party to carry out the purpose and intent of this Contract. Except where
39 expressly stated to be in a party's sole discretion, or where it is stated that a party
40 has the ability to act in its sole judgment or for its own uses or purposes, wherever

1 it is provided or contemplated in this Contract that a party must give its consent or
2 approval to actions or inactions by the other party or a third party in connection
3 with the transactions contemplated hereby, such consent or approval will not be
4 unreasonably withheld or delayed. If no time period is set hereunder for a party to
5 approve or consent to an action or inaction by the other party or a third party such
6 approval shall be given or affirmatively withheld in writing within ten (10)
7 business days after it is requested in writing or it shall be deemed given.

8 **I. Time Periods.** A “business day” is a business working day of KCATA
9 administrative personnel which are days other than a Saturday, Sunday or legal
10 holidays observed by the KCATA for administrative personnel. If the time period
11 by which any right or election provided under this Contract must be exercised, or
12 by which any act required hereunder must be performed, expires on a day which
13 is not a business day, then such time period shall be automatically extended
14 through the close of business on the next regularly scheduled business day.

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

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

23
24
25
26 Contractor’s Initials _____

27
28 KCATA’s Initials _____

APPENDIX B
SCOPE OF SERVICES

**APPENDIX C
COST PROPOSAL**

**ATTACHMENT B
PROPOSAL CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

Write “yes” on the blank space if you have included those items for submittal of your proposal.

- _____ References Form (Attachment C)
- _____ Proposal Response Form (Attachment D-1)
- _____ Price Response Sheet Form (Attachment D-2, package #2)
- _____ Delivery Schedule Form (Attachment E)
- _____ Buy America Certification Form (Attachment F)
- _____ Technical Information/Questionnaire (Attachment G)
- _____ Warranty (Attachment G-2)
- _____ Paint Form (Attachment H)
- _____ Request for Change or Approved Equal Form (Attachment I)
- _____ Technical Support Representative Questionnaire Form (Attachment J)
- _____ Proposer Service and Parts Support Data Form (Attachment K)
- _____ Pre-Award Audit and Post-Delivery Audit Form (Attachment L)
- _____ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment M-1)
- _____ Certification of Debarment (Primary and Lower-Tier) Form (Attachment N-1)
- _____ Vendor Registration Form (Attachment O)
- _____ Work Force Analysis Report Form (Attachment P-1; Unless Already on File with KCATA)
- _____ Acknowledgement of Addenda Form
- _____ Vendor List (Attachment R)
- _____ Altoona testing reports
- _____ Published vehicle specifications (product brochures)
- _____ Proof of TVM DBE requirement per 49 CFR 26.49

**ATTACHMENT C
REFERENCES FORM**

Submit a list of customers who have purchased similar buses within the last twenty-four (24) months. The Authority reserves the right to contact any and all of these references. (If additional spaces are required, please copy this sheet.)

Name	Firm
Address	City, State, Zip Code
Contact Person	Telephone Number
Type of Buses	Number of Buses
Name	Firm
Address	City, State, Zip Code
Contact Person	Telephone Number
Type of Buses	Number of Buses
Name	Firm
Address	City, State, Zip Code
Contact Person	Telephone Number
Type of Buses	Number of Buses
Name	Firm
Address	City, State, Zip Code
Contact Person	Telephone Number
Type of Buses	Number of Buses

**ATTACHMENT D-1
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Proposal Number: 08-5010-73 Date of Issuance: October 6, 2008

For: TRANSIT VANS

KCATA Representative and Title: Jim Mellody, Procurement Manager

Telephone #: (816) 346-0279 Fax #: (816) 346-0336 Email: jmellody@kcata.org

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The proposer shall immediately notify the KCATA in the event of any change.
2. The pricing submitted shall remain fixed for 120 days as noted in procurement.
3. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
4. Vendor will maintain an inventory or have adequate supply channels to provide delivery as proposed.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

The KCATA hereby accepts the offer submitted by your company in response to the Request for Proposals/Bid and for the items listed.

_____ This award consummates the contract, which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) this contract award. No further contractual document is necessary.

_____ A Contract Agreement will be issued which consists of (a) the Request for Proposal/Bid - solicitation and your Proposal/Bid Response Form - offer, and (b) the KCATA required terms and conditions as set forth in the Request for Proposal/Bid documents.

A Notice to Proceed, as well as a Purchase Order, will be forthcoming under separate cover.

Authorized Signature for KCATA _____

Title _____ Date _____

**ATTACHMENT D-2
PRICE RESPONSE SHEET**

Submit two copies of this page in separate **sealed** envelope and marked Package 2.

1. Make and Model _____

2. Price for 22-Foot Transit Vans Each
 \$ _____ Per Bus \$ _____ Total ___ Buses

3. Price of initial parts inventory
 \$ _____ Per Bus \$ _____ Total ___ Buses

4. *Price of any Optional 22-Foot Transit Vans to be Ordered Within Sixty (60) Months From Date of Original Contract.
 \$ _____ Per Bus \$ _____ Total ___ Buses

- Provide basis for optional pricing. The KCATA would prefer optional pricing be determined based on Producers Price Index (PPI) 1413 Truck and Bus Bodies. However, if the proposer would prefer an alternate please specify. Price increase due to changes in Federal Regulations will be negotiated separately as orders are placed.

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the proposal.

Company Name (Type or Print)

Date

Authorized Signature

Title

Name (Type or Print)

Telephone & FAX Numbers

NOTE: This Price Response Sheet must be signed by an authorized agent / officer or the proposal may be considered non-responsive.

**ATTACHMENT E
DELIVERY SCHEDULE**

The proposer shall furnish the following delivery information which shall become a part of any contract entered into pursuant hereto. Each specified unit shall be delivered to the KCATA in First Class Condition and Contractor shall assume all responsibility and liability incidental to paid delivery. Optional buses will not be included in this schedule.

1. Number of days to complete delivery
Subsequent to receipt of award

2. Rate of completion per week.

Company Name _____

Signature _____

Title _____

Date _____

**ATTACHMENT F
BUY AMERICA CERTIFICATION FORM**

**For Rolling Stock Including Train Control,
Communication, and Traction Power Equipment**

CERTIFICATION OF COMPLIANCE WITH SECTION 165(b) (3)

Section A. To be completed for Certification of Buy America Compliance:

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j) (2) (C), Section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11.

Company: _____

Signature: _____

Title: _____

Date: _____

Section B. To be completed when applying for exemption status:

The proposer hereby certifies that it cannot comply with the requirements 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Company: _____

Signature: _____

Title: _____

Date: _____

**ATTACHMENT G-1
TECHNICAL INFORMATION/QUESTIONNAIRE
PACKAGE 1**

NAME OF RESPONDING FIRM, TYPE OR PRINT FIRM, NAME AND TITLE.

FIRM: _____

NAME, TITLE: _____

SIGNATURE: _____

1) Transit Van Manufacturer _____

2) Transit Van Model Number _____

3) Dimensions Transit Van

A) Overall Length (Ft., In.)

a) Bumper to Bumper _____

b) Front of Body to Rear of Body _____

B) Overall Width (Ft., In.)

a) Outer sidewall to outer sidewall, excluding mirrors _____

b) Outer sidewall to outer sidewall, including mirrors _____

c) Over Tires _____

C) Overall Height (Ft., In.)

a) Ground to Top Front of Cupola _____

b) Ground to Top Rear of Cupola _____

D) Angle of Approach (Degrees) _____

E) Breakover Angle (Degrees) _____

F) Angle of Departure (Degrees) _____

G) Entrance Doorway Clear Opening, including grab handles

Width (In.) _____

Height (In.) _____

H) Step Height from ground (In.) _____

a) Step Riser Heights (In.) _____

b) Step Height (In.) _____

I) Interior Head Room (center aisle)

a) Front Door Location (In.) _____

b) Drive Axle Location (In.) _____

J) Floor Height above Ground (at each door)

a) Front Door (In.) _____

b) Rear Door (In.) _____

K) Minimum Ground Clearance (between transit vans and ground with transit vans
kneeled)

a) Excluding all axles(In.) _____

b) Including all axles (In.) _____

L) Horizontal Turning Envelope (Ft., In.)

a) Outside body turning radius (incl. bumper) _____

b) Inside turning radius _____

M) Wheel Base (In.) _____

N) Overhang (centerline of axle over bumper)

a) Front (Ft., In.) _____

b) Rear (Ft., In.) _____

O) Floor

a) Interior Length (Ft., In.) _____

b) Interior Width (Ft., In.) _____

P) Passenger Seats

- a) Manufacturer & Model _____
- b) ADA Compliant Yes _____ No _____
- c) Fully Upholstered/Fabric Number _____
- d) Driver's Seat Manufacturer & Model _____

4) Weight of Transit Van

	<u>Wet Weight</u>	<u>GVWR</u>
A) On Front Axle (Lbs)	_____	_____
B) On Rear Axle (Lbs)	_____	_____
C) Total (Lbs)	_____	

5) Engine

- A) Manufacturer _____
- B) Type _____
- C) Model Number _____
- D) Number of Cylinders _____
- E) Net SAE Horsepower HP at 2500 RPM _____
- F) Speed at Idle RPM _____
- G) Speed at Fast Idle RPM _____
- H) Spinner II Yes _____ No _____
- I) Exhaust Discharge Location _____
- J) Emergency Shutdown Yes _____ No _____

6) Transmission

- A) Manufacturer _____
- B) Type _____
- C) Model Number _____
- D) Back-up Alarm, Make & Model _____

E) Retarder Make _____ Model _____

F) Electronic Indicator on Dash Yes _____ No _____

7) Alternator

A) Manufacturer _____

B) Type _____

C) Model _____

D) Output at Idle (AMPS) _____

E) Output at Max. Speed (AMPS) _____

F) Maximum Warranted Speed (RPM) _____

G) Speed at Idle (RPM) _____

H) Drive Type _____

8) Noise Levels

A) Inside noise level when transit van is in operation

(Decibels) _____

B) Type of insulation used in walls and roof _____

(sample to be provided with proposal)

9) Destination Sign

A) Make & Model _____

10) Electrical System

A) Is all electrical wiring color-coded and plainly numbered? _____

B) Are all holes grommetted? Yes _____ No _____

C) Is factory wiring under the coach protected from water, road salt and dirt?
Yes _____ No _____

D) Are Maintenance Free batteries in a ventilated battery box, which is protected from outside water, provided? Yes _____ No _____

11) Fuel Neck

Emco Wheaton as specified Yes _____ No _____

12) Drive Axle

Axle Ratio _____

13) Steering

A) Make & Model _____

B) Steering column Tilt _____ Tilt Telescopic _____

C) Power Steering Fluid Capacity (Qts.) _____

D) Pump Brand _____

14) Roof Hatches

Manufacturer & Model _____

15) Cooling System

A) Radiator

a) Manufacturer & Model _____

b) Type _____

c) Number of Tubes _____

d) Tube Outside Diameter _____

e) Fins per inch _____

B) Total Cooling & Heating System Capacity (Gls.) _____

C) Radiator Fan Speed Control (Type) _____

D) Total Coolant Capacity _____

E) Engine Thermostat Temperature Setting _____

F) Overheat Alarm Temperature Sending Unit Setting _____

16) Floor Covering

A) Manufacturer _____

B) Color _____

C) Type Ribbed _____ Smooth _____

17) Heating and Cooling

- A) Make and Model _____
- B) Heating System Capacity BTU _____
- C) Ventilating Capacity cfm _____
- D) Heater Core
 - a) Make & Model _____
 - b) Number of Rows _____
 - c) Number of Fins per in. _____
 - d) Outer Diameter of Tube _____
 - e) Fin Thickness _____
 - e) Number of Heater Cores _____
- E) Heater Blowers
 - a) Heater Motor, Make & Model _____
 - b) Horsepower _____
 - c) Speed(s) _____
 - d) Heater Blower, Make & Model _____
 - e) Capacity _____
- F) Controls
 - a) Make & Model _____
 - b) Type _____

18) Air Conditioning

- A) Make and Model _____
- B) Cooling System Capacity (BTU) _____
- C) Compressor
 - a) Make & Model _____
 - b) Capacity _____

- D) A/C Blower
 - a) Make & Model _____
 - b) Capacity _____
- E) Freon Type _____

19) Interior Lighting

- A) Type _____
- B) Number of Fixtures _____
- C) Size of Fixtures _____
- D) Adequate for Passengers to read newspaper Yes_____ No_____
- E) Light that illuminates stepwell when door opens Yes_____ No_____
- F) Windshield glare protection from interior lights Yes_____ No_____

20) Body Construction

- A) Wheel Well Material _____
- B) Front Step Well Material _____
- C) Floor Construction Material _____

21) Wheelchair Loading Elevator

- A) Make and Model _____
- B) Location (Rear Door Lighted) Yes_____ No_____
- C) Lift Doorway Opening Width_____ins.Height_____ins.
- D) Certified to meet all ADA Regulations Yes_____ No_____
- E) 12V Electrical Hydraulic System Yes_____ No_____
- F) Capacity _____Lbs.

22) Windows

- A) Side/Tempered safety glass Yes_____ No_____
 - a) Thickness _____Ins.
 - b) Tinted Yes_____ No_____

c) Light Transmittance _____%

d) Emergency escape each side Yes _____ No _____

e) Meets FMVSS 217 requirements Yes _____ No _____

f) Number of Windows Street Side _____ Curb _____

B) Left of operator position opens Yes _____ No _____

C) Rear Window Yes _____ No _____

D) Rear Window Emergency Escape Yes _____ No _____

23) Axle (Front)

A) Are King Pins replaceable/greaseable Yes _____ No _____

B) Brand Name _____

C) GVRW _____ Lbs.

24) Axle (Rear)

A) Brand Name _____

B) GVRW _____ Lbs.

25) Brakes

A) Caliper, Make & Model _____

B) Diameter of Rotor _____ Ins.

C) Number of Pads _____

D) Actuator _____

**ATTACHMENT G-2
WARRANTY**

Engine:

The engine shall be warranted 100 percent parts and labor for 3 years or 150,000 miles from the date of delivery, whichever occurs first.

State Warranty _____

Transmission:

The transmission shall be warranted 100 percent parts and labor for 3 years 150,000 miles from the date of delivery, whichever occurs first.

State Warranty _____

Air Conditioning:

The air conditioning shall be warranted 100 percent parts and labor for 3 years 150,000 miles from the date of delivery, whichever occurs first.

State Warranty _____

Wheelchair Lift:

The wheelchair lift shall be warranted 100 percent parts and labor for 12 months from the delivery date. The wheelchair frame and motor shall be warranted 100 percent for 3 years.

State Warranty _____

Basic Body Structure:

The basic body structural integrity shall be warranted 100 percent parts and labor for 5 years or 250,000 miles from delivery date, which ever occurs first. The entire vehicle shall be warranted 100 percent for parts and labor for 1 year or 75,000 miles, which occurs first. Except for special warranties listed above and expendables such as brake pads, belts, bulbs, etc. Any misuse or overloading will void all warranties.

State Warranty _____

Parts and Technical Service:

The Proposer shall furnish, with this proposal, names and locations for parts and technical service. The manufacturer shall guarantee that a supply for replacement parts shall be available for 7 years from date of purchase.

**ATTACHMENT H.
PAINT**

Manufacturer Name

Manufacturer Product Name

Proposer provide paint scheme for pricing purposes (detailed paint scheme to be provided after award of contract.)

Proposer provide paint samples, if not the paint specified.

**ATTACHMENT I.
REQUEST FOR CHANGE OR APPROVED EQUAL**

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in “Addenda and Approved Equals” (Section 2.5.8).

Request #: _____ Offerer: _____

Solicitation Ref: _____ Page: _____ Section: _____

Questions/Clarification or Approved Equal: _____

Procuring Agency:

ATTACHMENT J
TECHNICAL SUPPORT REPRESENTATIVE QUESTIONNAIRE

1. Name of Technical Representative who will service this account:

2. Frequency of Technical Representative's visits during first year of buses' service:

_____ Times per month

3. Frequency of visits during remaining years of buses' service:

_____ Times per year

4. Is toll-free telephone number available for inquiries?

**ATTACHMENT K.
PROPOSER SERVICE AND PARTS SUPPORT DATA**

Location of nearest Technical Service Representative to Procuring Agency

Name _____

Address _____

Telephone _____

Location of nearest parts Distribution Center to Procuring Agency

Name _____

Address _____

Telephone _____

Policy for delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method of Shipment _____

Cost to Procuring Agency _____

**ATTACHMENT L.
PRE-AWARD AUDIT AND POST-DELIVERY AUDIT**

I hereby certify that all documents, materials, origin, pricing, quantities, etc., will be provided in an expedient manner in order for the KCATA to comply with all requirements of DOT 49 CFR, Part 663 (Pre-Award and Post-Delivery Audit).

Company Name and Address

Certified By: _____

(Signature)

(Printed Name and Title)

In the event the KCATA request that a coach of similar specification be made available for inspection, please provide the following information.

Name of Proposing Manufacturer

Model Number of Buses Proposed

Location of Buses for Inspection

Contact Person: Name _____

Title _____

Address _____

Telephone Number _____

ATTACHMENT M-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this ____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this ____ day of _____, 20__.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT N-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**ATTACHMENT N-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date



ATTACHMENT O
VENDOR REGISTRATION
Kansas City Area Transportation Authority

(FOR KCATA USE ONLY)
BIDDER/VENDOR

Procurement Department
1350 E. 17th Street
Kansas City, MO 64108
(816) 346-0254

APPLICATION

REVISION INITIAL

PLEASE PRINT OR TYPE (READ INFORMATION, INSTRUCTIONS AND DEFINITIONS)

Persons or concerns wishing to be placed on the Kansas City Area Transportation Authority's Registered Vendors List for supplies and services shall file a properly completed and certified Vendor Registration Form together with such other lists as may be attached to the application form, with the office of the Director of Procurement.

After placement on the Registered Vendors List, a supplier's repeated failure to respond to Invitations for Bid will be understood by the Authority to indicate a lack of interest and the supplier's name will be removed from the list for the items concerned.

1. Name of Firm
Business Location
City
State
Zip Code
Fax No.
Email Address
Website Address

2. Mailing Address (If Different)
City
State
Zip Code
Fax No.

3. Remit to Address (If Different)
City
State
Zip Code
Fax No.

4. Structure of Organization:
If Incorporated, in which State
Federal Tax ID No.

5. Year this Firm started doing business under "Name of Firm" shown on Question #1:

6. Annual Gross Receipts (For the last three years):
Current Year \$
Last Year \$
Previous Year \$

7. Name and Title of Person(s) who is (are) authorized to sign bids in behalf of the Firm:
Name
Title
Name
Title

8. Affiliated Businesses (Name and address):
DEFINITION OF AFFILIATED BUSINESSES: Business concerns are affiliates of each other when either directly or indirectly: 1) one concern controls or has the power to control the other; or 2) a third party controls or has the power to control both.

9. Standard Invoice Terms: DUE DAYS _____ DISCOUNT DAYS _____ PERCENT _____%

Describe the Primary Business Activity of This Firm:

NAICS CODE(S): _____ SIC CODE(S): _____

Identify number of personnel employed by the firm in the following categories:

Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)

The following questions address equal employment opportunity provisions, and completion is required before your firm can be considered in compliance with KCATA guidelines.

Assistance from the KCATA’s DBE Office for compliance with Affirmative Action/DBE requirements is available. Please contact the DBE Manager at (816) 346-0224 or via email at dbradshaw@kcata.org.

1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy to our office immediately.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Does your firm have twelve (12) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED

DEFINITION OF DISADVANTAGED BUSINESS ENTERPRISE: For-profit small business concern which is: 1) at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation, at least 51 percent of the stock is owned by one or more such individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means individuals who are U.S. citizens, or lawfully admitted permanent residents, who are Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, women, or any additional group whose members are designated as socially and economically disadvantaged by the SBA, or who has been determined to be socially and economically disadvantaged on a case-by-case basis.

REF: Federal Register 49 CFR, Part 26.

CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant 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 _____

Name and Title of Person Signing (Please Type or Print) _____

Return completed questionnaire to Kansas City Area Transportation Authority,
Procurement Department, 1350 East 17th Street, Kansas City, MO 64108.

KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIRMATIVE ACTION CERTIFICATION PROCESS

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with the KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include one of the following documents to the KCATA's DBE Office:

1. A current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan; or
2. A written Affirmative Action plan (a sample copy of the Authority's Affirmative Action Policy Statement is enclosed), in accordance with the enclosed list of component parts; or
3. A current Workforce Analysis Form (enclosed); or
4. A formal request for exemption from #1 and #2 above, if your firm has twelve (12) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE office, please contact KCATA's DBE Manager at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE

KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIRMATIVE ACTION PROGRAM POLICY STATEMENT

It is the employment policy and practice of the Kansas City Area Transportation Authority to recruit and hire employees without discrimination because of race, color, religion, national origin, sex, age, disability, or Vietnam Veteran status, and to treat all employees equally with respect to compensation, training, benefits, promotions, transfers, layoffs, suspensions, and discharges, as well as opportunities for advancement.

In furtherance of these policies and practices, the Authority has designed and agreed to implement an Affirmative Action Program in accordance with the provisions of Federal Transit Administration (FTA) Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," dated July 26, 1988; and Part II, Section 20, "Civil Rights," of the Standard FTA Grant Master Agreement.

The Authority will annually assess its work force to determine any underutilization of affected groups and will establish goals and timetables to remedy any deficiencies. Directors of the Authority will be evaluated on Equal Employment Opportunity goal attainment just as they are evaluated on other goals of the Authority.

The Kansas City Area Transportation Authority has agreed to assert leadership within the community and to put forth maximum effort to achieve full employment and to utilize and develop the capabilities and productivity of all citizens.

The Authority further recognizes that the effective application of a policy of merit employment involves more than a policy statement and will therefore implement this Affirmative Action Program in a positive and aggressive manner and will make known its commitment to provide equal opportunities within the Authority on the basis of individual merit.

The Board of Commissioners solicits and encourages all persons to seek opportunities with the Kansas City Area Transportation Authority and to take advantage of advancement possibilities.

Chairman, KCATA Board of Commissioners

General Manager, KCATA
February 24, 1999

COMPONENT PARTS OF AN ACCEPTABLE AFFIRMATIVE ACTION PLAN

- **Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;**
- **Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;**
- An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
- Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
- An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
- All data submitted must reflect current year figures.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw, DBE Manager
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

<u>Name</u>	<u>Job Title</u>	<u>Gender</u>	<u>Race</u>	<u>Salary Range</u>
-------------	------------------	---------------	-------------	---------------------

Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

ATTACHMENT P-1
GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

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

JOB CATEGORIES

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

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

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COLUMNS B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
OFFICIALS AND MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE AND CLERICAL											
CRAFT WORKERS											
SEMI-SKILLED											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTALS											

TYPE OF BUSINESS: Manufacturing___, Wholesale___, Construction___, Regular Dealer___, Selling Agent___, Service Establishment___, Other:

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

**ATTACHMENT Q.
ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the bid.

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

Offerer: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT R
CONTRACTOR LIST

PROPOSAL # 08-5010-73
FOR TRANSIT VANS

<p>Central States Bus Sales, Inc. 2450 Cassens Drive St. Louis, MO 63026 Attn: Bill Pfeiffer</p>	<p>Champion Bus Inc. 331 Graham Rd. Imlay City, MI 48444 Attn: Kathy Gaffney</p>
<p>Coach & Equipment Mfg. Co. PO Box 36 Penn Yan, NY 14527 Attn: Michael Hannah</p>	<p>Diamond Coach Corp. 2300 W. Fourth St. Oswego, KS 67356 Attn: Bob Love</p>
<p>Federal Coach 7400 S. 28th St Fort Smith, AR 72908 Attn: Mike Stell</p>	<p>Girardin Minibus TransCanada Hwy Drummondville, PQJ2B 6V4</p>
<p>Glaval Bus 914 County Road 1 Elkhart, IN 46514 Attn: Bill Ramsay</p>	<p>Goshen Coach 1110 D.I. Drive Elkhart, IN 46514 Attn: Troy Snyder</p>
<p>Mid America Coach 12600 N. Woodland Ave. Kansas City, MO 64165 Attn: Stephen Kuenneth</p>	<p>Southern Bus & Mobility 11313 Cody Overland Park, KS 66310 Attn: Bob Tucker</p>