



REQUEST FOR PROPOSALS (RFP) #G22-7038-31A

KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
ON-DEMAND TRANSIT SERVICE

Date: September 23, 2022

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September 23, 2022

Request for Proposals (RFP) #G22-7038-31A

Kansas City Area Transportation Authority (KCATA) On-Demand Transit Service

The Kansas City Area Transportation Authority (KCATA) is seeking a contractor to provide a turnkey solution for on-demand transit services in the Kansas City, Missouri area. The selected contractor will be required to create, deploy, and operate an innovative mobility system which maximizes transit accessibility and quality of service by incorporating recent innovations in transit, notably the use of dynamic, on-demand flex service to complement traditional transit services.

The terms “solicitation” and “Request for Proposal” and “RFP” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.

KCATA has set a ten percent (10%) goal for Minority-Owned Business Enterprise (MBE) and a ten percent (10%) goal for Woman-Owned Business Enterprise (WBE) participation on this project. The 20% combined achievement may be met by submitting all MBE participation, all WBE participation, or a combination of the two through the use of subcontractors, suppliers, or partnerships. MBE and WBE firms are encouraged to submit proposals as a prime contractor or as a partner. See Section 3.11 for more information on KCATA’s policy regarding KCATA’s MBE/WBE program. Additional questions should be directed to Mr. Whitney Morgan, KCATA’s Civil Rights/DBE Manager, at 816-346-0277 or via email at wmorgan@kcata.org.

Pre-Proposal Conference. A pre-proposal conference will be held on October 10, 2022, at 10:00 a.m. Central Time (CT). This conference is not mandatory, but all interested firms are encouraged to attend. This meeting will be held at KCATA, Breen Building Large Conference Room, 1200 East 18th Street, Kansas City, MO, 64108. Proposers may attend this meeting via Microsoft Teams; the meeting information is available in Section 1, “Project Calendar”.

Proposer Questions. Questions (technical, contractual, or administrative) must be directed in writing via email only to Denise Adams at dadams@kcata.org. Questions and requests for clarifications will be received until **2:00 p.m. on October 17, 2022**. Emails should include the project number in the Subject line. If required, KCATA’s response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on October 28, 2022**.

Proposals may be submitted as follows:

Project Name	On-Demand Transit Service
Project Number	G22-7038-31A
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/odts/SitePages/Home.aspx
Bidder Email	bid_G22-7038-31A@kcata.org
Bidder Password	jSdZ%6hs8A (juliet - SIERRA - delta - ZULU - Percentage - Six - hotel - sierra - Eight - ALPHA)

NOTE: *This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided above (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.*

Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP 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. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority’s Board of Commissioners. A two (2) year contract term with three (3), one-year extension options is anticipated for award to the selected and approved Contractor if negotiations are successful.

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

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

**RFP #G22-7038-31A
KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
ON-DEMAND TRANSIT SERVICE**

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Denise Adams, KCATA's Procurement Department, via email at dadams@kcata.org. This form may also be mailed to 1350 East 17th Street, Kansas City, MO, 64108, or faxed to 816-346-0224.

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

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROJECT CALENDAR**

RFP Advertised and IssuedSeptember 22, 2022

Pre-Proposal Conference October 10, 2022

KCATA’s Breen Building – Large Conference Room
1200 East 18th Street
Kansas City, MO 64108

Microsoft Teams meeting

Join on your computer, mobile app, or room device

[Click here to join the meeting](#)

Meeting ID: 226 040 512 522

Passcode: QhdEvd

[Download Teams](#) | [Join on the web](#)

Questions, Comments and Requests for Clarifications Due to KCATA October 17, 2022
2:00 p.m. CDT

KCATA’s Response to Questions, Comments and Requests for Clarification October 20, 2022

RFP Closing October 28, 2022
2:00 p.m. CST

Evaluations/Interviews (Tentative and if Required) November 7-11, 2022

Contract Award November 2022

Notice to Proceed.....December 2022

Anticipated Service Launch February/March 2023

SECTION 2 SCOPE OF WORK

2.1 Project Objectives

- A. The KCATA seeks to expand access to public transit in the City of Kansas City, Missouri and potentially surrounding communities in areas that are currently underserved by transit. The KCATA wishes to secure a Contractor to create, deploy and operate an innovative mobility system which maximizes transit accessibility and quality of service by incorporating recent innovations in transit, notably the use of dynamic, on-demand flex service to complement traditional transit services. This Scope of Work describes the minimum requirements of the service that are to be addressed in the response to this RFP.
- B. The purpose of this on-demand flex service is to better serve residents with more transit options in areas with limited reasonable access to transit. This service will better connect these areas within defined local areas and to other transit services such as the RideKC fixed route system and Streetcar to provide connections to other parts of Kansas City, Missouri, and potentially adjacent communities. This service is intended to expand transit access to the currently underserved, including those in transit deserts, low-income residents, the disabled, and seniors.
- C. A two-year contract is anticipated with three additional one-year options.
- D. The terms “solicitation” and “Request for Proposal” and “RFP” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.

2.2 Scope of Services

A. **Overview**

- 1. The Contractor will provide an on-demand service, including vehicles, drivers, and dispatching, relying on a user interface and underlying technology similar to ride-hailing services and micro transit within the City of Kansas City, Missouri (City). The on-demand flex service is to be an overlay service that is integrated and working with the existing fixed-route transit system. This service will dynamically route vehicles and will identify appropriate pick up and drop off locations based on passenger demand and requested pick up and drop off locations. Routes will connect passengers to transit stops in Kansas City, including but not limited to bus stops and transit centers in Kansas City, the Kansas City International Airport, and commercial business districts.
- 2. Service hours may vary but will be comparable to KCATA fixed route service hours. The Contractor will provide service and ride-scheduling from a mobile app, web portal, and telephone service and coordinate this with other RideKC apps, websites and services. Payment must be accepted online, through a credit card, and through a cash-accessible alternative. Service will be branded in keeping with RideKC standards.
- 3. Contractors are requested to estimate price, ridership, and utilization for a variety of alternative service configurations. Contractors should consider service design for a thirty (30) to thirty-five (35) vehicle system across the multiple service areas throughout the city. The intent will be to launch as much of the full system as possible initially, but a smaller initial footprint (e.g., ten (10) vehicles) may be proposed along with the process for increasing to the full system incrementally.

4. The goal is to have this service operational as soon as possible, but no later than the end of the first quarter of 2023.

B. Service Method, Areas, and Hours of Operation

1. The purpose of this service is to better serve residents living and working in areas across Kansas City that have limited or inadequate transit service, or transit that is not within a reasonable proximity for easy access. Passengers should generally be able to use the service without walking more than one quarter of a mile. Vehicles will be dynamically routed based on passenger demand and requested pick up and drop off locations.
2. KCATA is providing the following resources that illustrate ridership of KCATA services by route, and key locations to be included in service areas. Contractors are to use the resources provided to propose various service areas throughout the city. Specific key “nodes” that may serve as pick-up and drop-off locations regardless of the dynamic changes in the system do not always need to be within a defined service area and can be a stand-alone node that allows for increased service access within a one-fourth mile walk.
 - Route Level Total Riders By Month. This file represents all fixed route ridership by month and includes all years back to 2000. Each sheet is separated into Weekday, Saturday, and Sunday with sum totals.
 - RideKC Flex Monthly Total-Average Calcs. This file represents all flex route ridership by month and includes data back to 2020.
 - MARC Work Map. This file includes shapefiles for Fixed Route Stops, and Fixed Route Alignments. The stops shapefile contains average daily boarding and alighting data from the 2nd quarter of 2022.
 - A list of affordable housing locations within Kansas City, MO. Link is:
http://www.hakc.org/affordable_housing/hakc_developments.aspx

The documents listed here are available in the project’s FTP site that is referenced in this RFP.

3. The Contractor must add or remove nodes and service areas at the KCATA’s discretion. This may include the development of temporary service areas and nodes to address increased demand during specific occasions, such as concerts and sporting events.
4. The minimum required service areas will include areas in the Northland and areas south of the Missouri River within the boundaries of Kansas City, Missouri.
5. The service shall accommodate requests to both travel between any two locations within a single service area and to specific nodes in key locations, such as downtown.
6. Partnerships with local institutions, including schools, universities, large residential buildings, and hospitals, to identify preferred and best locations to provide service to and from these destinations is encouraged.
7. The Contractor will provide service seven days per week. Weekdays and Saturday Service will be between the hours of 6AM and 10PM, but service hours may vary by service area. Sunday and

Holiday service may have reduced service hours to be agreed with RideKC. To assess the budget of providing a service seven days per week, it is requested that Contractors provide pricing for providing service between the hours of 6AM and 10PM. See Section 4.3.

8. Based on Contractors' proposals, service costs, etc., the KCATA may choose to implement the service in phases in a way that allows the service to grow sustainably.
9. Contractors must submit a start-up plan which illustrates how they hope to implement and scale the service. The start-up plan may include proposed concepts for informing the public about the new services in conjunction with RideKC and others. The proposal will include a map(s) detailing proposed nodes and service areas, including proposed partnerships with local institutions, and a schedule of operation for the proposed service.
10. The Contractor's service design should be optimized to meet the following KCATA Key Performance Indicators: 2.5 rides/vehicle/hour or higher, wait times of no more than 20 minutes on average and ride times of no more than 30 minutes on average. Contractors shall provide KCATA with the anticipated percentage of rides that will be through ridesharing.
11. The Contractors should state how they anticipate managing service reservations by phone. This could be a live call center, automated reservation service or other. At the start of the service KCATA anticipates having the Contractor provide "call center" services to assist customers in making reservations.

C. User Interface and Payment Methods

1. The Contractor will provide a service which can be accessed from a mobile app, as well as through a web portal and phone line. The service must provide the ability to request a ride both on-demand and scheduled in advance. The service must provide users with an estimated pickup time, time of arrival, and fare prior to confirmation of the ride. These service features must be available across all access methods. Services will ideally allow an interface with RideKC Apps to all full trip planning and connections from the flex to fixed routes. Services must be RideKC branded. Any branding must be approved by KCATA. The Contractor must make visual updates and changes to the service at the KCATA's discretion, in keeping with the KCATA's branding and visual language.
2. The service must include secure online and phone-based credit card payment options, as well as a cash payment method for unbanked or underbanked users. The nature and form of the cash payment method shall be described by the Contractor.
3. The Contractor will provide a detailed information of the user interface and the web portal and mobile app and describe the level and nature of service provided over the phone, including whether such service is automated or human-supported and the hours of operation. The Contractor will provide a list of languages in which the service is accessible as well as proposed accommodations for the disabled, including the blind and deaf or hard of hearing.

D. Data Policy and Advertising

1. The Contractor may not use data collected through the service for the provision of advertising. The Contractor may not sell any user data to third parties. Data stored by the Contractor shall be limited to what is necessary for the provision and improvement of the service. The Contractor shall provide full access to all user data, in anonymized form to KCATA.

2. Advertising on or in vehicles and through the app is permitted, so long as revenues, portion or in full, from advertising are to the KCATA or offset the contract costs. Advertising must fit KCATA advertising policy and may not include material deemed offensive or inappropriate by the KCATA. The Contractor must remove any advertising deemed offensive or inappropriate by the KCATA in a timely manner.
3. Contractors must submit a detailed data policy outlining what user data will be collected, the rationale for this data, how long and where this data will be stored, what measures are in place to protect user privacy and data security, and how access will be made available to the KCATA.

E. Service Vehicles and Drivers

1. The Contractor will provide a fleet of well-maintained vehicles bearing the approved RideKC branding. Vehicles must be kept in a state of good repair and must adhere to all vehicle licensing, inspection, and maintenance requirements as set forth by the manufacturer, State of Missouri, the federal government as applicable, and local jurisdictions. The Contractor must provide a mechanism for fielding user complaints of vehicle condition, submit to KCATA inspection of vehicles both at random and in response to user complaints, and respond to requests for maintenance of fleet vehicles. The Contractor will commit to fielding a 10% fully electric fleet at the launch of the service, with increasing proportions of fully electric vehicles in future years (a plan to grow the EV fleet should be described in the proposal). The vehicle fleet must comply with federal and state law regarding accessibility, including the Americans with Disabilities Act (ADA).
2. The hiring and managing of drivers and other personnel shall be the responsibility of the Contractor. Employees should meet all requirements, including licensing, safety, insurance, and background checks, and any other federal, state, and city law or regulations.
3. Contractors should submit a proposed fleet inventory including the proposed makes and models of fleet vehicles, their estimated emissions, and a proposed schedule for increasing the proportion of electric vehicles (and any impacts such conversions will have on pricing). Contractors should describe any driver assistance or safety technologies on fleet vehicles, such as automatic emergency braking systems, forward collision detection, assisted lane departure, and blind spot detection. The efficiency, and quality of the fleet proposed will be considered in the evaluation.
4. KCATA operated transit services within the City and the State of Missouri are operated and maintained by members of the Amalgamated Transit Union (ATU) Local #1287.
5. The Contractor must commit that it will remain neutral and not take any steps to oppose any card signing drive implemented by ATU Local 1287 or other unions among the Contractor's or subcontractor's hourly employees working on the KCATA service contract, provided the drive does not interfere with or interrupt employees during their working time. Further, the Contractor shall be required to voluntarily recognize ATU Local 1287 or other union as the bargaining representative of its employees working on the KCATA service contract, provided the union presents cards signed by a majority of the employees in the bargaining unit. Should ATU Local 1287 become the exclusive bargaining representative of the Contractor's employees, the Contractor is encouraged to negotiate a collective bargaining agreement including wage provisions comparable to those in the KCATA collective bargaining agreement with ATU Local 1287.

6. Contractors must comply with USDOT Drug and Alcohol and Testing requirements and describe their programs for compliance.

F. Fare Rates and Accommodations

1. Proposers should provide information on the fare collection process, including cash receipts, and the process for tracking, reporting on revenue.
2. The Contractor will provide a service with fares to be agreed to by KCATA. There may be different fares based on intra-zone and inter-zone travel. Surcharges, such as “surge pricing”, are prohibited. The KCATA is currently considering a \$3 fare per trip and is open to other options.
3. The Contractor must provide a plan for providing reduced rates for specific rider groups as specified by the KCATA. The Contractor shall be responsible for verifying eligibility for discounted fares; as such, Contractors should provide a description of how they will verify eligibility for discounted fare types. This should include a plan and pricing for providing such a service.
4. The Contractor should demonstrate the capability of their product to reduce or offer varying fare rates of trips to/from designated locations and/or by trip distance. The provision of fare policies will be determined by the KCATA.
5. An estimate of the possible fare revenue to be generated for the proposed services should be provided in the proposal.

G. Selection Criteria

The KCATA intends for proposals to be evaluated on a combination of three factors: Technical Ability, and Service Design/Deployment and Cost/Pricing. Below, in order of importance are the selection criteria to select the dynamic, on-demand flex service Contractor.

1. Technical Ability/Approach.

- a. **The service design as a measure of geographical coverage and functionality.** Contractors will be evaluated on their approach to providing service across the Kansas City, Missouri area. This will include the optimal design for service areas and service nodes that illustrate the most responsive way to how Riders utilize services, as well as how the service plan and design will integrate with the fixed-route transportation system throughout the City. Contractors should submit a map illustrating their service design. Identified partnerships with local entities to improve the marketing and delivery of the on-demand flex service will be considered in the evaluation.
- b. **Service reliability and speed of service.** Contractors will be evaluated on their ability to deliver a minimum rides/vehicle/hour, average wait times and average ride times. Each Contractor should submit no more than three examples and references that demonstrate their current service metrics. The KCATA reserves the right to check with references on the accuracy of the submitted metrics.
- c. **Technology suite.** Contractors will be evaluated on the user, driver, and administrative interfaces of their product on mobile devices, website and by telephone, where applicable. Particularly important will be accessibility features, such as multiple language selection and

features for persons with visual impairment. The contractor's user interface's ability to create Rider profiles and store "favorite" trip origins and destinations will be considered along with the contractor's payment interfaces and the capabilities of their products to develop unique payment arrangements by zone or by mileage. Additionally, Contractors should demonstrate their security regarding personal identifiable information, mobile device and website login and profiles and payment methodologies.

- d. **Reporting.** Contractors shall describe their approach and format to reporting (no less than monthly) the Key Performance Indicators (KPI's) requested by KCATA and other stakeholders and defined in Section 2.2.B.10 and any other performance metrics proposed and agreed upon by KCATA.
2. **Service Implementation and Deployment.** Contractors should provide a plan and timeline describing how they will schedule, dispatch, and deploy vehicles; recruit hire and train drivers, maintenance workers and other staff; work with Unions; procure vehicles; and work with local partners to grow awareness and launch the on-demand flex service. KCATA desires deployment to occur as soon as possible and expected milestones and initiation dates are to be included in the proposal for evaluation.
 3. **Cost/Price of Providing Dynamic, On-Demand Service.** Contractors should provide cost/price scenarios showing the service for seven(7) days per week. The Contractor should assume for the sake of cost estimates that service hours are daily between 6AM and 10PM. Additionally, the cost estimates should include any auxiliary costs, including but not limited to planning and design of service areas and nodes, implementation and deployment of service, fare discount verification processes, establishing and operating a phone reservation system, recruitment and hiring of drivers, and procuring, operating, and maintaining vehicles. The KCATA would like Contractors to describe and justify the optimal and preferred total number of vehicles and operators to be included in the cost estimates are revenue estimates. Contractors can assume a \$3.00 fare for intra-zone trips for purposes of comparative evaluations.
 - a. Contractors are to complete the Cost/Price Proposals provided as Attachments C-1 and C-2.
 - b. Proposal should assume a two-year contract with three one-year options and the proposed annual costs each year should be provided.
 - c. Contractors will provide information on any agreements in place or planned with Unions.

**SECTION 3
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams at dadams@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- B. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- C. 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 Proposal Submissions

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on October 28, 2022**. Proposals received after the time specified may not be considered for award.
- B. Proposals shall be submitted electronically through a secure FTP site as follows:

Project Name	On-Demand Transit Service
Project Number	G22-7038-31A
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/odts/SitePages/Home.aspx
Bidder Email	bid_G22-7038-31A@kcata.org
Bidder Password	jSdZ%6hs8A (juliet - SIERRA - delta - ZULU - Percentage - Six - hotel - sierra - Eight - ALPHA)

- C. This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, and when prompted, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.
- D. Proposals received via facsimile (fax), or electronic mail (email) will not be considered.

3.3 Reservations

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

possible, from a technical standpoint.

3.4 Proposer's Responsibilities

A. By submitting a proposal, the Proposer represents that:

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

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

3.5 Authorization to Propose

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

3.6 Withdrawal & Incomplete Proposals

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

B. Incomplete proposals may render the proposal non-responsive.

3.7 Modification of Proposals

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

3.8 Unbalanced Proposals

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

3.9 Protests

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

1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA’s Director of Procurement, no later than five (5) days after the bid closing date.
 3. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- B. KCATA’s Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA’s Chief Financial Officer within five (5) days from the date of the Director of Procurement’s response.
- C. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer’s response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer’s decision is final and no further action on the protest shall be taken by the KCATA.
- D. By written notice to all parties, KCATA’s Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- E. Protesters shall be aware of the Federal Transit Administration’s (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- F. An appeal to FTA must be received by FTA’s regional office within five (5) working days of the date the protester learned or should have learned of KCATA’s decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.10 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
1. marking each page of each such document prominently in at least 16-point font with the words “Proprietary Information;”
 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and

3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.

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

3.11 Minority-Owned and Woman Owned Business Enterprise (MBE/WBE) Requirements

A. It is the policy of KCATA that Minority-Owned Business Enterprises (MBE's) and Women-Owned Business Enterprises (WBE's) that have been certified based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable, shall have an equal opportunity to participate in non-federally funded contracts. It is also the policy of KCATA to:

1. Ensure nondiscrimination in the award and administration of contracts;
2. Create a level playing field on which M/WBE's can compete fairly for non-federally funded contracts;
3. Ensure that the M/WBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet eligibility are permitted to participate as M/WBE's;
5. Help remove barriers to the participation of M/WBE's in contracts;
6. To promote the use of M/WBE's in all types of contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the M/WBE program.

B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of KCATA's M/WBE program in the award and administration of the contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

C. **Project M/WBE Goal.** KCATA has established a ten percent (10%) goal for Minority-Owned Business Enterprise (MBE) and a ten percent (10%) goal for Woman-Owned Business Enterprise (WBE) participation on this project. The 20% combined achievement may be met by submitting all MBE participation, all WBE participation, or a combination of the two through the use of subcontractors, suppliers, or partnerships.

D. **MBE/WBE Certification.**

1. Firms seeking certification as M/WBE's must submit for certification through KCATA's Diversity

Compliance System at <https://kcata.diversitycompliance.com> or have been certified by an approved certifying entity. More information regarding KCATA's M/WBE programs is located on KCATA's website at https://www.kcata.org/about_kcata/entries/mbe-and-wbe-programs.

2. **Approved Certifying Agencies.** KCATA only recognizes firms that have been certified with the following firms:

- KCATA Certified Vendors <https://kcata.diversitycompliance.com/>
- City of Kansas City, MO Certified Vendors <https://kcmohrd.mwdbe.com/>
- Missouri Office of Equal Opportunity Certified Vendors
<https://apps1.mo.gov/MWBCertifiedFirms/>
- Kansas Department of Commerce Certified Vendors <http://mwbd.commerce.com/>

E. **MBE Participation Credit.** Certified M/WBE firms are encouraged to participate as Prime Contractors, Subcontractors or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a qualified M/WBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the M/WBE is currently certified and is a commercially useful function as defined by the Program. ***M/WBE firms acting as Prime Contractors must perform a minimum of thirty percent (30%) of the project/contract value, including any amendments.***
2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified M/WBE; and
3. Subcontractor participation with a lower tier M/WBE subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified M/WBE. If the M/WBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a M/WBE that does not perform a commercially useful function as defined by the Program; and
 - b. Any portion of the value of the contract that a M/WBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified M/WBE; and
 - c. Materials and supplies used on the contract unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
 - d. Work performed by a M/WBE in a scope of work other than that in which the MBE is currently certified.
6. **Good Faith Efforts.** Failure to meet the contracted M/WBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

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

contractor's efforts to meet the project goal.

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

7. **Request for Modification, Replacement or Termination of Minority Owned/Woman Owned Business Enterprise (M/WBE) Project Participation.** Contractor is responsible for meeting or exceeding the M/WBE commitment it has proposed for the project and as amended by any previously approved Request for M/WBE Modification/Substitution. Any change orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to M/WBE's for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the M/WBE commitment changes.

- a. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a M/WBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a M/WBE subcontractor with its own forces or those of an affiliate, a non-M/WBE firm, or with another M/WBE firm.
- b. **Good Cause** - Good cause includes the following circumstances:
 - 1) The listed M/WBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed M/WBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the M/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed M/WBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - 4) The listed M/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or

- 5) The listed M/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - 6) The M/WBE subcontractor is not a responsible contractor; or
 - 7) The listed M/WBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - 8) The listed M/WBE is ineligible to receive M/WBE credit for the type of work required;
 - 9) A M/WBE owner dies or becomes disabled with the result that the listed M/WBE contractor is unable to complete its work on the contract;
 - 10) Other documented good cause that compels KCATA to terminate the M/WBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a M/WBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the M/WBE contractor was engaged or so that the Prime Contractor can substitute another M/WBE or non-M/WBE contractor.
- c. Before submitting its request to terminate or substitute a M/WBE subcontractor, the Prime Contractor must give notice in writing to the M/WBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - d. The Prime Contractor must give the M/WBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
8. For additional information regarding KCATA's MBE/WBE program please contact Mr. Whitney Morgan, KCATA's Civil Rights/DBE Manager, at 816-346-0277 or via email at wmorgan@kcata.org.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the Proposers' qualifications for the Project. Proposals should provide information in a concise, and well written, well-organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

4.2 Proposal Format

- A. Volumes shall be submitted in the following order:
- Volume I: Price Proposal
 - Volume II: Technical Proposal
 - Volume III: Contractual Documents
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. Proposers will submit proposals using the secure FTP site provided in Section 3.
- D. **No Cost Proposal information is to be included within Volumes II and III** (with exception to the pricing in Attachment K, "Letter of Intent to Subcontract with M/WBE". Volumes I and III are not shared with the evaluation team.

4.3 Volume I – Price Proposal

- A. Proposers are asked to submit a Price Proposal (Attachment C) that includes all costs associated with the provision of the services as described in Section 2, "Scope of Work".
- B. Respondents shall provide a breakdown of fixed and variable costs that will be passed along to KCATA. These costs should be shown as annual costs for the two base contract years and the three one-year options, as well as an estimate of what the monthly cost may be to the KCATA. Attachment "C" is a sample of how KCATA envisions costs to be broken down, but KCATA is open to Respondents offering other ideas and concepts that may reduce or control total costs. For the sake of developing comparative cost please consider the following parameters to create two scenarios – one for ten (10) and one for thirty (30) vehicles. Service is to run seven days per week from 6am to 10pm, utilizing both 10 and 30 vehicles, and include the cost to manage phone reservations and payments. Respondents should also state if there are discounts associated with the provision of more services, such as more vehicles, more vehicle hours or more vehicle miles.
- C. Include pricing and plan for providing reduced rates for specific rider groups, including description of how verification for eligibility of discounted fares is to be handled.

- D. Include estimate of possible fare revenue to be generated.
- E. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- F. The Price Proposal(s) shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal.**
- G. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

4.4 Volume II – Technical Proposal

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).
- C. The following are **excluded** from the page count:
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional Lists of References
 - Resumé and background information (please do not include any more than 2 pages per individual).
 - Maps, manuals, certifications, or other exhibits requested by KCATA

Proposers may include the references and resume/background information as Appendices.

- D. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. **Letter of Transmittal.** The letter should be addressed to Kristen Adams, KCATA's Director of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Name of lead firm and all proposed team members, including all sub-contractors if included.
 - b. List of key personnel that will be associated with this project.
 - c. Proposed working relationship among firms identified (i.e., Prime, Subcontractor, Supplier).
 - d. Acknowledgement of Receipt of Addenda (if any).
 - e. A statement that the Project Manager and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without the prior notice to KCATA.
 - f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
3. **Table of Contents.** Clearly identify the materials submitted by section and page number.
4. **General Business Background.** Provide a brief synopsis of the Proposer's and major subcontractors businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
5. **Experience and Qualifications**
 - a. This section should demonstrate the Proposer's experience, skills, and qualifications to perform the Scope of Work as described.
 - b. Describe direct experience implementing similar services with multiple stakeholders and reporting requirements. Detail any added services that the Proposer will provide that are not specifically requested in this RFP.
 - c. Provide resumés (please limit to no more than two (2) pages per individual) for the proposed Project Manager and all personnel considered vital to this project. Include this information for each subcontractor.
 - d. Identify location(s) of operations center(s), call center and vehicle maintenance/repair.
 - e. References. Proposer and each subcontractor shall provide a m three (3) references that

positively demonstrate experience in providing flexible transportation services and the other technical skills, competencies, and experience listed in the Scope of Work. The references should include:

- Name of Company
- A brief summary of project and type of services performed
- Contact information for a person that can speak to the work performed to include name, title, telephone number and email address
- Start/completion dates of project

6. **Project Approach, Management and Organization**

- a. Proposer should provide the information as detailed in Section 2, "Scope of Work." The Technical proposal should address, at minimum, the following:
- The team's understanding of the project purpose and objectives.
 - Proposed method for providing service in the various areas throughout the city and utilization for a variety of alternative service configurations.
 - Start-up plan illustrating implementation and scale of the service. This should include maps detailing the proposed nodes and service areas, proposed partnership with local institutes, and schedule of operation.
 - Explain plan for managing service reservations by telephone.
 - Detailed information of the user interface of both the web portal and mobile app and describe the level and nature of service provided over the phone, and proposed accommodations for the disabled, including the blind and hearing impaired. Provide a list of languages that are accessible. What is interface's ability to create rider profiles and store "favorite" trip information?
 - Demonstrate payment interfaces and capabilities to develop unique payment arranges. Describe security measures regarding personal, identifiable information.
 - Detailed data policy outlining user data that is collected, rationale for collection, length and location of data stored and security measures in place to protect privacy and data.
 - Proposed fleet inventory including makes and models of fleet vehicles, and plan for expanding number of electrical vehicles in the fleet. Include information on driver assistance and safety technologies that will be used on the vehicles.
 - Process and mechanism for handling complaints regarding vehicle condition.
 - Plan and timeline for recruitment and retention of drivers, maintenance staff and other workers.
 - Demonstration of capability to reduce or offer varying fare rates of trips to/from designated locations and or by trip distance.

- b. Provide an organizational chart depicting how the project will be staffed in all functional areas. Indicate number of employees of each type. If applicable, state how project staff will be supported by regional or national staff and reporting relationships between project staff, other firms' management staff and subcontractors. A statement addressing availability and commitment of the Project Manager, Key Personnel and vital resources for the Project shall be provided.
- c. Provide information on any agreements in place or planned with unions and associated cost data.
- d. Describe compliance program for USDOT drug and alcohol testing requirement

7. Exception and Omissions.

- a. Exceptions.
 - 1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
 - 2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

8. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding firms that will perform a portion of the work.
 - Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number, and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details
 - Date business was established and number of years under present ownership/management
 - Clearly state the services/role on this project
 - Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project
 - Provide three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed,

assigned Project Manager and other key personnel.

- b. Include the following signed and dated certification statement:

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

4.5 Volume III – Contractual

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm’s most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, status, and, if applicable, the disposition.
- C. **Proposer Status and Affirmative Action**
1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
 3. Prime Consultants must complete the online Vendor Registration Questionnaire. Sub-consultants are encouraged to register to be included in notices of future solicitations.
 4. Current IRS Form W9.
 5. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.

6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.

D. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual**.

1. **Contractor Utilization Affidavit/Request for Waiver.** This form (Appendix D) is to be completed by Contractor to affirm their commitment to using MBE and/or WBE firms on this project and to identify the type of work and amount that will be performed by subcontractors whether DBE, MBE, WBE or non-minority firms.
2. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. **KCATA Workforce Analysis/EEO-1 Report.** Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
3. **Employee Eligibility Verification**
 - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - b. The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
 - c. Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
 - d. The Proposer shall obtain this affidavit from its subcontractors (Attachment G-2) at all tiers.
 - e. This form is renewable annually.
4. **Debarment**
 - a. The Proposer must certify (Attachment H-1) that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."
 - b. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any

tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

- c. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier (Attachment H-2), and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

5. **Lobbying**

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

6. **Federal Tax Liability and Recent Felony Convictions**

- a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies (Attachment J-1) that it, nor any of its directors, officers, principals, or agents:
 - 1) are delinquent in paying any federal tax liability;
 - 2) have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - 3) have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
- b. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors at all tiers (Attachment J-2).

7. **Letter of Intent to Subcontract.** This letter is required for each M/WBE subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor (Attachment K).
8. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

4.6 Proposal Evaluation Criteria

Proposals will be evaluated by a Selection Committee based the following criteria which are listed in descending order of importance:

- A. **Technical Ability and Approach.** Includes service design, geographical coverage, and functionality; service reliability and speed of service; and technology suite.
- B. **Service Implementation and Deployment.**
- C. **Cost/Price of Providing Dynamic, On-Demand Service.**

4.7 Presentations/Interviews/Written Responses

Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

4.8 Contractor Selection

Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project. KCATA may solicit a Best and Final Offer (BAFO) or accept pricing as submitted, however Proposers are encouraged to submit their best pricing with their initial proposal. Additional contract negotiations may be required with the highest ranked firm prior to final contract award. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA's Board of Commissioners for final authorization.

4.9 Contract Award

The selected Proposer shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before that date. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the contract.

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. The electronic copy of these forms can be obtained by going to: http://www.kcata.org/about_kcata/entries/vendor_forms

- Volume I: Price Proposal (Attachments C-1 and C-2)
- Volume II: Technical Proposal
- Volume II: Contractual
 - ✓ Attachment D Contractor Utilization Affidavit/Request for Waiver Form
 - ✓ Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
 - ✓ Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
 - ✓ Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
 - ✓ Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
 - ✓ Attachment H-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
 - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
 - ✓ Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
 - ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
 - ✓ Attachment J-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
 - ✓ Attachment J-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
 - ✓ Attachment K Letter of Intent to Subcontract (for M/WBE Subcontractors only – signed by Prime and M/WBE)
 - ✓ Financial Statements for Past Two (2) Years (Prime Contractor Only)
 - ✓ Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2022, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and _____ ("**Contractor**"), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the services and deliverables consistent with the Request for Proposals (RFP) solicited by the KCATA, dated September 23, 2022, entitled "Kansas City Area Transportation Authority (KCATA) On-Demand Transit Service" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the project management consulting services and deliverables as needed at the prices stated in Cost/Price Proposal attached hereto as Appendix D for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of two (2) years beginning _____, 2022 and expiring on _____, with three, one-year extension options. The services to be performed and deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the "contract term."

Annual funding for extension options, if exercised, will be based on KCATA's anticipated needs and in accordance with the rates established herein.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance of the services and required deliverables (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's Cost/Price Proposal (Appendix D). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____).

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, scope of services, or provisions which constitute this Contract, the following order of precedence shall apply:

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference
- D. Contractor's Price Proposal; and

E. KCATA's RFP and Scope of Services, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. KCATA Contract Terms and Conditions; and
- Appendix B. Scope of Work from KCATA's RFP; and
- Appendix C. Contractor's Proposal; and
- Appendix D. Price Proposal Submitted by Contractor.

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

**CONTRACTOR'S NAME
(CONTRACTOR)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Melissa Bynum
Chairman, KCATA Board of Commissioners

By _____
Samantha Overman
Assistant Secretary, KCATA Board of Commissioners

SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BONDING – PERFORMANCE

- A. The Contractor shall furnish, at its own expense, a performance bond and payment bond payable to KCATA in the amount of ten percent (10%) of the full expected cost of the services to be performed (goods to be delivered) from a licensed, fully qualified surety company acceptable to KCATA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of Authority as described hereunder. The bonds shall remain valid and in effect for the full term of this Contract. KCATA may require an increase in the bond amount in the event of changes to the contract price.
- B. A cash deposit, certified check, irrevocable letter of credit (LOC) or other negotiable instrument may be accepted by KCATA in lieu of a bond. The form of any substitution in lieu of a bond must be approved by KCATA. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a bond must remain valid and in effect for the full term of this Contract.
- C. If used, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the Contract Sum is increased.

- D. Contractor's failure to maintain a valid payment/performance bond or a valid substitution for the full term of this Contract will be a breach of this Contract.

6. BREACH OF CONTRACT; REMEDIES

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

7. CHANGES

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

8. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - 1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.
- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

9. CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

10. CONTINUITY OF SERVICES

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

11. CONTRACTOR'S PERSONNEL

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

of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

12. CONTRACTOR'S RESPONSIBILITY

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

13. DISPUTE RESOLUTION

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

14. EMPLOYEE ELIGIBILITY VERIFICATION

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

15. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; pandemic; national fuel shortage; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or

negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.

- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

16. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

18. HEADINGS

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and/or materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.

- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

21. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - 1. Contractual liability coverage is applicable; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as Additional Insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s)

and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

The Contractor and any subcontractor shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with this Agreement.

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$1,000,000 Personal and Advertising Injury
\$50,000 Fire Damage
\$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

Bodily Injury and Property Damage: \$2,000,000 Combined Single Limit

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

4. **Umbrella or Excess Liability**

Umbrella or Excess Liability Limit: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate (per project)

Where applicable, the Contractor shall obtain and keep in effect during the term of the contract, Umbrella or Excess Liability Insurance covering their liability over the limit for primary general liability, automobile liability, and employer's liability.

5. **Cyber Security** \$1,000,000 Each Occurrence

22. LIABILITY AND INDEMNIFICATION

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

KCATA and its commissioners, officers, directors, attorneys, employees, agents, representatives and its respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter related to this agreement, cause or thing whatsoever that has happened, developed or occurred before or after you sign and deliver this Contract to KCATA. This release will survive the termination of this Contract.

23. LICENSING, LAWS, AND REGULATIONS

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

24. NOTIFICATION AND COMMUNICATION

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

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

If to Contractor: _____

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

25. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any data produced by Contractor's software shall be transferred to KCATA at no cost, in a timely manner, and in the format required by KCATA to access and utilize the data.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.

- F. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- G. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

26. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

27. PROHIBITED INTERESTS

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

28. PROHIBITED WEAPONS AND MATERIALS

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

- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility, or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

29. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. §§ 200.333. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims, or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

30. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. All invoices shall be numbered, dated, and contain full descriptive information of services and materials furnished. All invoices and correspondence shall reference KCATA's internal FSM contract number or purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order. Subcontractor invoices indicating work performed are to be included.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each M/WBE and non-M/WBE subcontractor for

satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

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

31. RIGHT TO OFFSET

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

32. SEAT BELT USE POLICY

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

33. SEVERABILITY

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

34. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **M/WBE Subcontractor Employment.** See Minority Business Enterprise Provisions.

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

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

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

Acceptance of Services/Deliverables – No Release
ADA Access Requirements
Agreement in Entirety
Assignment
Bankruptcy
Breach of Contract; Remedies
Changes
Civil Rights
Conflicts of Interest
Continuity of Services
Contractor’s Personnel
Contractor’s Responsibility
Debarment and Suspension
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Environmental Regulations
Federal Changes
Federal Tax Liability and Convictions
Force Majeure
Fraud and False or Fraudulent Statements or Related Acts
General Provisions
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws, and Regulations
Lobbying
Minority-Owned and Woman Owned Business Enterprises (M/WBE) Participation
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Prohibition on Certain Telephone and Video Surveillance Equipment
Record Retention and Access
Requests for Payment
Right to Offset

Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays

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

35. SUSPENSION OF WORK

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

36. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
 - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
 - 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.

- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

37. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

38. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

39. FTA REQUIRED CLAUSES

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (29) dated February 7, 2022), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
 - 1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension

and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.

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

C. **Minority-Owned and Women-Owned Business Enterprise (MBE/WBE) Participation.**

1. It is the policy of KCATA that Minority-Owned Business Enterprises (MBE’s) and Women-Owned Business Enterprises (WBE’s) that have been certified based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable, shall have an equal opportunity to participate in non-federally funded contracts. It is also the policy of KCATA to:
 - a. Ensure nondiscrimination in the award and administration of contracts;
 - b. Create a level playing field on which M/WBE’s can compete fairly for non-federally funded contracts;
 - c. Ensure that the M/WBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet eligibility are permitted to participate as M/WBE’s;
 - e. Help remove barriers to the participation of M/WBE’s in contracts;
 - f. To promote the use of M/WBE’s in all types of contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the M/WBE program.
2. KCATA has set a ten percent (10%) goal for Minority-Owned Business Enterprise (MBE) and a ten percent (10%) goal for Woman-Owned Business Enterprise (WBE) participation on this project. The 20% combined achievement may be met by submitting all MBE participation, all WBE participation, or a combination of the two through the use of subcontractors, suppliers, or partnerships. MBE and WBE firms are encouraged to submit proposals as a prime contractor or as a partner.
3. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of KCATA’s M/WBE program in the award and administration of the contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

4. The Contractor may not substitute, remove, or terminate a MWBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a M/WBE subcontractor, the Prime Contractor must give notice in writing to the M/WBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MWBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

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

E. **Employee Protections – General.**

1. Contract Work Hours and Safety Standards Act.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701-3708 *et seq* and supplemented by Department of Labor (DOL) Regulations 29 CFR part 5)
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
- d. Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

- e. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 5 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.
- 2. Public Transportation Employee Protective Arrangements (Standard). To the extent that the FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this Contract.
- 3. Public Transportation Employee Protective Arrangements for Elderly and Disabled Transportation. If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this Contract, the Contractor agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter. The Contractor agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

F. Environmental Regulations.

- 1. Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- 2. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The Contractor agrees to report and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
- 1. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

G. Federal Tax Liability and Recent Felony Convictions.

- 1. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:

- a. are delinquent in paying any federal tax liability;
 - b. have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - c. have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
2. The Contractor agrees to include these requirements (Section XX.1.) in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

H. Fraud and False or Fraudulent Statements or Related Acts.

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

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

J. Lobbying Restrictions.

1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence, any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

- K. Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Contractor represents that it is and will be compliant at all times with 2 CFR § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or

services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

L. Transit Operations Restrictions.

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

2. Alcohol Misuse and Prohibited Drug Use.
 - a. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655 and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.

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

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

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

Contractor Initials _____

KCATA Initials _____

KCATA Initials _____

ATTACHMENT C-1
RFP #22-7038-31A – PRICE PROPOSAL

This Price Proposal shall reflect all costs associated with providing the services as described in the Scope of Work. If additional pricing is required, please include additional sheets of paper clearly marked with Proposer's name and date submitted. The rates provided in this Price Proposal will remain in effect during the term of the contract.

DESCRIPTION – 10 VEHICLES	Year One	Year Two	Year Three (Option Year One)	Year Four (Option Year Two)	Year Five (Option Year Three)
Facility Costs (If Applicable)	\$	\$	\$	\$	\$
Call Center Costs	\$	\$	\$	\$	\$
Scheduling/Dispatching Software	\$	\$	\$	\$	\$
Vehicle Capital Costs	\$	\$	\$	\$	\$
Rate Per Vehicle Revenue Mile (VRM) (10 Vehicle Assumption)	\$	\$	\$	\$	\$

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT C-2
RFP #22-7038-31A – PRICE PROPOSAL

This Price Proposal shall reflect all costs associated with providing the services as described in the Scope of Work. If additional pricing is required, please include additional sheets of paper clearly marked with Proposer’s name and date submitted. The rates provided in this Price Proposal will remain in effect during the term of the contract.

DESCRIPTION – 30 VEHICLES	Year One	Year Two	Year Three (Option Year One)	Year Four (Option Year Two)	Year Five (Option Year Three)
Facility Costs (If Applicable)	\$	\$	\$	\$	\$
Call Center Costs	\$	\$	\$	\$	\$
Scheduling/Dispatching Software	\$	\$	\$	\$	\$
Vehicle Capital Costs	\$	\$	\$	\$	\$
Rate Per Vehicle Revenue Mile (VRM) (30 Vehicle Assumption)	\$	\$	\$	\$	\$

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

**ATTACHMENT D
CONTRACTOR UTILIZATION AFFIDAVIT/REQUEST FOR WAIVER**

Project Number _____ Project Title _____

Prime Contractor _____

STATE OF _____)
) SS
 COUNTY OF _____)

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

1. This Affidavit is made for the purpose of complying with the provisions of the Minority-Owned and Woman-Owned Business Enterprise (M/WBE) submittal requirements on the above project and the MBE/WBE Programs and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize MBE and/or WBE contractors on the project.
2. The project goal for MBE/WBE Participation is **Twenty Percent (20%)**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE and/or WBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

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

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	MBE/WBE % Participation
				\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS – MBE/WBE AND NON-MINORITY					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	MBE/WBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%

ATTACHMENT D (CONTINUED)

TOTAL VALUE OF WORK BY PRIME	\$ _____
TOTAL VALUE OF WORK BY SUBCONTRACTS	\$ _____
COMBINED TOTAL VALUE OF WORK (FROM PRICE PROPOSAL)	\$ _____
TOTAL MBE PARTICIPATION	\$ _____ / _____%
TOTAL WBE PARTICIPATION	\$ _____ / _____%

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed MBE or WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed MBE or WBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a MBE or WBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the MBE/WBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the MBE/WBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.

Continued on Following Page

ATTACHMENT D (CONTINUED)

As a representative of this listed firm, I hereby certify that I am authorized to sign this Affidavit on behalf of the Proposer named below and who shall abide by the terms set forth herein:

Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____
(Signature)

Title _____

Date _____

(Attach corporate seal if applicable)

NOTARY:

Subscribed and sworn to before me this _____ day of _____, 2022.

My Commission Expires: _____

Notary Public (Seal)

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE
(To Be Completed by Prime and Subs)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2021, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F. R. part 90, and Federal transit law

at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

1. **Officials and Managers**: Includes chief executive officers, presidents, vice-presidents, directors, and kindred workers.
2. **Professionals**: Includes attorneys, accountants, and kindred workers.
3. **Technicians**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors, and kindred workers.
4. **Sales Workers**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **Office and Clerical**: Includes secretaries, bookkeepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **Craft Workers** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers, and kindred workers.
7. **Operatives** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **Laborers** (unskilled): Includes laborers performing lifting, digging, mixing, loading, and pulling operations and kindred workers.
9. **Service Workers**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants, and kindred workers.

ATTACHMENT F-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

ATTACHMENT G-1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

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

Notary Public

My Commission expires: _____

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

ATTACHMENT G-2
AFFIDAVIT OF LOWER-TIER PARTICIPANT
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

Affiant's signature

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

Notary Public

My Commission expires: _____

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security. Firms may register at <https://www.e-verify.gov/>

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

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

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

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

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**ATTACHMENT I-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. 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 _____ 2021.

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. 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 _____, 2021.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT J-1

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Primary Participant (name of 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 officers, directors, principals, and agents:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months; and
3. Have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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 Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

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 48 CFR Parts 1, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT J-2

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its officers, directors, principals, and agents:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR 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 48 CFR Parts 1, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT K
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each MBE/WBE Subcontractor on Project)

KCATA RFP #22-7038-31A: On-Demand Transit Service

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

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

ANTICIPATED CONTRACT AWARD AMOUNT FOR THIS FIRM: \$ _____

MBE/WBE Subcontractor is currently certified with a KCATA approved Certifying Agency to perform in the capacities indicated herein as indicated in the current certificate from the Certifying Agency submitted with this proposal. Prime Contractor agrees to utilize MBE/WBE Subcontractor in the capacities indicated herein, and MBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Signature: MBE/WBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date