



Request for Proposals (RFP) #24-7008-30B

Management and Operation of
Fixed Route Transit Services for Independence, Missouri

Date: April 24, 2024

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April 24, 2024

Request for Proposals (RFP) #24-7008-30B
Management and Operation of Fixed Route Transit Services for Independence, Missouri

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms to provide management and operation of fixed route transit services on behalf of the City of Independence, Missouri (City), and will result in a contract between the City of Independence and Contractor. References to KCATA in this RFP shall be construed as "City".

This project is funded with Federal Transit Administration (FTA) grants and with local funding. The services will be structured to comply with Federal Transit Administration (FTA) reporting requirements, comply with FTA drug and alcohol testing program requirements, and meet all ADA and other statutory requirements. There is no Disadvantaged Business Enterprise (DBE) goal established for this project. DBE firms are encouraged to participate as prime contractors, subcontractors, or suppliers. See Section 3.11 for more information on KCATA's policy regarding KCATA's diversity programs.

Pre-Proposal Conference. A pre-proposal conference will be held April 30, 2024 at 10:00 a.m. Central. The conference will be held via Microsoft Teams and is not mandatory. Please see Section 1 for the Microsoft Teams link. *Firms that express interest in this project will be sent a meeting invitation.*

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 May 30, 2024.**

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.

The submission of a proposal shall constitute a firm offer for one hundred twenty (120) days from the date of closing. This RFP does not commit the City of Independence, Missouri, nor KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. The 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 in 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 Independence City Council. The City anticipates awarding up to a ten-year contract to the selected and approved Contractor(s) 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 employee of the City of Independence, a member of the Independence City Council, 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 Proposer disqualification.

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

RFP #F24-7008-30B

Management and Operation of Fixed Route Transit Services for City of Independence, Missouri

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 816-346-0336.

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

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

- ___ 1. We do not wish to participate in the proposal process.
- ___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

- ___ 3. We do not feel we can be competitive.
- ___ 4. We do not provide the services on which Proposals are requested.
- ___ 5. Other: _____

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

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

Firm Name

Signature

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued April 24, 2024

Pre-Proposal Conference..... April 30, 2024
10:00 a.m. Central Time

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 299 699 026 175

Passcode: uBThfD

Questions, Comments and Requests for Clarifications Due to KCATA May 8, 2024
2:00 p.m. Central Time

KCATA’s Response to Questions, Comments and Requests for Clarification May 16, 2024

RFP Closing May 30, 2024
2:00 p.m. Central Time

Evaluations/Interviews (Tentative and if required) June 10-13, 2024

Contract Award/Notice to Proceed (Anticipated) August 2024

**SECTION 2
SCOPE OF SERVICES**

2.0 Scope of Work - Contractor Duties and Responsibilities

CONTRACTOR shall perform the duties and accept responsibilities set forth below in connection with the operation, maintenance, and administration of the IndeBus fixed route transit service for the City of Independence, Missouri.

The CITY currently operates six fixed routes. Information on the current routes can be found at www.RideKC.org. The CITY is requesting proposals on four scenarios for new fixed route services. The CITY requests any potential CONTRACTORS to submit proposals on all four Scenarios.

Scenario 1

In Scenario 1, the Blue and Purple routes are combined into one route and the Red and Green routes are combined into one route. This scenario includes a discontinuation of the Yellow and Orange routes. All headways would be two (2) hours all day with no Saturday or Sunday service.

Description	Weekday		Saturday	
	Platform Hours	Platform Miles	Platform Hours	Platform Miles
Scenario 1 Blue + Purple, Red + Green, No Yellow, No Orange, No Saturday, 2-hour headways.	6,796	98,940	-	-

Scenario 2

Scenario 2 represents the same service as Scenario 1, but all routes are hourly in only one direction. Blue and Purple routes are combined into one route and Red and Green routes are combined into one route. Yellow and Orange routes are discontinued. Headways are hourly in only one direction with no Saturday or Sunday service.

Description	Weekday		Saturday	
	Platform Hours	Platform Miles	Platform Hours	Platform Miles
Scenario 2 Blue + Purple, Red + Green, No Yellow, No Orange, No Saturday, Hourly headway only one direction	6,286	93,669	-	-

Scenario 3

Scenario 3 represents the same service as Scenario 1, but service runs only during peak travel times with one-hour headways. Blue and Purple routes are combined, Red and Green routes are combined, Yellow and Orange routes are discontinued. No Saturday or Sunday service.

Description	Weekday		Saturday	
	Platform Hours	Platform Miles	Platform Hours	Platform Miles
Scenario 3 Blue + Purple, Red + Green, No Yellow, No Orange, No Saturday, Hour headways during peak times only	4,412	68,022	-	-

Scenario 4

Scenario 4 represents the same service as Scenario 2, but all routes are every 2 hours off peak.

Description	Weekday		Saturday	
	Platform Hours	Platform Miles	Platform Hours	Platform Miles
Scenario 4 Blue + Purple, Red + Green, No Yellow, No Orange, No Sat -- 2 hour off peak	9,682	143,446	-	-

2.1 General

CONTRACTOR shall provide all the necessary management, technical and operating SERVICES for the operation of fixed route transit SERVICES as specified by the CITY.

CONTRACTOR shall assist and cooperate with the CITY in meeting the objectives of providing quality transportation SERVICES. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with CITY on matters related to operations, monitoring, reporting and service performance measurements.

CONTRACTOR shall furnish all equipment and SERVICES required in the operation and management of the fixed route transit service, unless specifically identified to be contributed by the CITY.

The fixed route service shall be operated in strict accordance with the established operating days and hours or any revisions thereto.

The actual number of fixed route revenue service hours may vary over the term of the CONTRACT and it is necessary for the CONTRACTOR and the CITY to utilize a CITY approved "Sliding Cost Matrix". The sliding cost matrix would account for a 10% +/- change in service. The CONTRACTOR'S past experience should be used to determine various thresholds in the volume of service and how these costs will decrease or increase the contract rates that must be approved by the CITY. The actual service may increase or decrease over the term of the CONTRACT, depending on demand for service and the CITY budget.

During operation of any bus, drivers shall have an accurate time piece available at all times, set each day to conform to the National Institute of Standards and Technology (NIST) and U.S. Naval Observatory (USNO). Drivers will be required to operate the wheelchair ramp and assist in securing wheelchairs and scooters.

CONTRACTOR will place marketing material and advertisements on board the buses in coordination with the CITY staff and the Kansas City Area Transportation Authority.

CONTRACTOR is responsible for payment of fuel for all service vehicles.

It is the responsibility of the CONTRACTOR to post service disruption signs on effected bus stops when appropriate – utilizing necessary details to inform the public of such disruptions. CITY will provide as much notice as possible and expect the CONTRACTOR to post such sign notices within twenty-four hours of notification of disruption in service.

2.2 Operations – Fixed Route Services

CONTRACTOR staff is responsible for all applicable on-board technologies, including, but not limited to electronic fareboxes, AVL designations, digital destination/route head signs, and automated voice annunciation systems.

Drivers must have digital or print versions of all route time points available to them while on the road for reference. These should only be referenced while the vehicle is stopped. Time points are developed by the CONTRACTOR in partnership with the CITY and drivers are to adhere to the defined time points unless otherwise directed for the purposes of adverse weather,

construction detours or other unexpected occurrences. Time points must be observed on all trips on all routes. Dispatch staff will assist drivers running hot/cold to maintain optimal on-time performance at all time points, not just mid and end-of-line time points.

Drivers are to communicate with dispatch on an as needed basis and should only operate required electronic on-board communication devices while vehicle is stopped. Drivers are prohibited from using any personal communication technologies while operating a vehicle pursuant to this CONTRACT.

Drivers must be knowledgeable of on-board ADA securement equipment for wheelchairs and other ADA equipment in the spaced allotted in each vehicle. Drivers must know how to operate the ramp to ensure patrons in need are able to board the vehicle.

Drivers must fully understand all accurate inputs, operation, and knowledge of all necessary farebox technologies, including but not limited to understanding regular v. discount fares, local v. regional fares, individual count records (wheelchair, child, bike, etc.). Drivers must ensure that each and every patron presents a valid form of fare payment, as validated by on-board farebox technologies or limited visual inspection of certain passengers (i.e. children, IndeAccess card holders (IndeAccess card holders ride at no charge) and IndeAccessPlus (IndeAccessPlus card holders ride at reduced fare).

Transit routes have a built-in layover time for drivers so that at each end-of-line trip, drivers have the opportunity for a short break if necessary. Otherwise, drivers are expected to operate their defined vehicle trips per their shifts and maintain optimal on-time performance at time points on their routes.

It is necessary that the CONTRACTOR has a contingency plan in the event that one or more drivers call in sick at the last minute of service start up for each day.

2.3 Vehicle Requirements

The CONTRACTOR will purchase/provide all vehicles and equipment necessary for the operation of this CONTRACT in a quantity sufficient for system size. The CONTRACTOR is responsible for having an adequate number of vehicles to meet peak-hour requirements plus an adequate number of available spares for same-day service needs. Additionally, the CONTRACTOR will provide 'warming' buses when temperatures reach ten degrees above zero or colder (including wind chill), and 'cooling' buses when temperatures reach 100 degrees or warmer at the Metro Center transit center located at Truman Road and Noland Road adjacent to the Square in Independence. Vehicles are provided between the hours of 10:00 am and 5:00 pm.

CITY will consult with the selected CONTRACTOR(S) regarding vehicles selected. CONTRACTOR should provide a detailed description of the vehicles to be provided in their Technical Proposals. All vehicles shall be inspected and approved by CITY before being placed in service.

These vehicles and equipment shall be used only for activity directly related to the transit system and covered by this CONTRACT, unless otherwise authorized, in writing, by CITY. The CITY shall approve the vehicles and associated equipment and technologies prior to vehicles ordering and purchasing by the CONTRACTOR.

The CONTRACTOR is responsible for providing all of the vehicles that will meet all Federal Motor Vehicle Safety Standards, State of Missouri and other applicable industry requirements and standards. All vehicles will be dedicated to transporting Independence fixed route customers and shall not be used for other contracts or services.

Federal funds will be used to support the contract resulting from this RFP; as such the CONTRACTOR will comply with the Federal Buy America requirements of 49 U.S.C. 5323(j) and the applicable regulations of 49 CFR 661.11. in the purchase and provision of transit vehicles.

At the start of the contract, the fleet may consist of used vehicles with the following minimum specifications:

- Standard or Low Floor vehicles (easy to board).

- Minimum seating capacity of 24, including two wheelchair positions.
- Bus Stop Annunciation System.
- Bike Rack (2 or more capacity)
- Three exterior cameras
- All vehicles are to be equipped with continuously recording on-board cameras capable of also capturing audio/sound. All recordings shall be saved for at least 10 days. Recordings involving accidents and/or incidents shall be saved for longer periods, as appropriate. The CONTRACTOR should make a recommendation to the CITY regarding the appropriate camera system (Drivecam or other technology).
- Provide a recommended video surveillance system appropriate for this type of fixed route system that includes a minimum of three exterior cameras.
- Adequate heat and air conditioning at normal engine idle speed to provide comfortable passenger temperatures year-round.
- A minimum interior width at shoulder height of 85", minimum interior headroom of 74" and maximum overall height of 118".
- Wheelbase and overall body length to be designed to minimize overhang and maximize ride quality. Maximum overhang of 50% of wheelbase.
- Axle and spring ratings to safely accommodate maximum loads. Heaviest available shock absorbers. Ride assist in rear to provide for best possible ride quality (Mor-Ryde or approved equal).
- Wiring for all after-factory items to be separate from the factory wiring. All wiring added in the conversion process shall be properly grouped and shall meet highest SAE standards. Grommets shall be provided where wiring penetrates metal surfaces or other possible wear points.
- Adequate stanchions and handrails to assist in boarding, alighting and interior circulation.
- Adequate interior and exterior lighting.
- Electronic head sign on the front and passenger side of the vehicle.
- Interior design shall allow for deboarding of passengers located in either wheelchair securement area without first having to move the passenger in the other wheelchair securement area.
- Highest quality ambulatory seating with adequate lumbar support for ride comfort. All ambulatory seats and wheelchair securement locations to be forward-facing.
- Wheelchair lift or ramp with at least two spaces on board for wheelchair securement near the front of the vehicle.
- Lift platform at least 32" wide and 48" long with a rating of 750 lbs. minimum.
- Securement areas shall have continuous floor tracks and continuous wall mounted shoulder harness tracks for maximum flexibility in wheelchair placement.
- Lift door height of 65" minimum measured from lift platform in raised position to door header.

- A minimum 80" ambulatory entrance door height measured from the top of first step to door header. Minimum clear ambulatory door width of 24". Maximum first step height of 12" with consistent risers of maximum 9" and no nosings.
- Vehicles shall be equipped with Red Cross approved first aid kits appropriate for lift-van use, regulation examination gloves to handle exposure to blood and other bodily fluids, 10 lb. ABC UL-approved fire extinguishers, flare and reflector kit, and seat belt cutters. CONTRACTOR shall resupply vehicles with this equipment as it is used.

2.4 Vehicle Licensing

All vehicles must be validly licensed for the specific transportation service. CONTRACTOR will see the following personalized license plates (INDE1, INDE2, INDE3, etc.). CONTRACTOR shall maintain proper operating permits for any jurisdiction requiring it.

2.5 Vehicle Maintenance – General

CONTRACTOR shall be responsible for the maintenance of all vehicles and all other equipment, furnishings and accessories required in connection with the operation of the system. Such items shall be in a clean, safe, sound, and operable condition at all times and in full accordance with any manufacturer recommended maintenance procedures and specifications. In addition, items shall be maintained in compliance with all applicable requirements of Federal, State and CITY statutes or regulations.

In this regard, CONTRACTOR shall provide all labor, fuel, repairs, parts, supplies, lubricants, solvents, and all other components, services, tools, and equipment which may be required to fulfill its maintenance responsibilities at CONTRACTOR'S cost and expense.

2.6 Management

CONTRACTOR shall designate and provide the services of a qualified Vehicle Maintenance Supervisor (CONTRACTOR employee), subject to the approval of CITY.

The Vehicle Maintenance Supervisor shall provide pro-active resource management, including but not limited to preventive maintenance scheduling and supervision for all vehicles and equipment, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance duties and responsibilities.

2.7 Preventive Maintenance Program

CONTRACTOR shall develop and submit a pro-active preventive maintenance program for review and approval by the CITY. At a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry and shall be sufficient so as not to invalidate or lessen warranty coverage of any vehicle or associated equipment used for this service. Adherence to preventive maintenance inspection (PMI) schedules shall **NOT** be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR'S employees observe that maintenance is needed in advance of said PMI schedule.

CONTRACTOR shall strictly adhere to the approved preventive maintenance program and ensure that detailed records are maintained throughout the life of the vehicle and be willing and able to submit any such records to the CITY or FTA within two business days of a request from the CITY. Video surveillance equipment and electronic farebox equipment maintenance must be documented and meet product requirements.

Vehicles will be maintained in accordance with a CITY approved maintenance plan submitted by the CONTRACTOR. This must include daily vehicle inspections, regular preventive maintenance in accordance with all equipment manufacturer requirements, and prompt repairs as needed. Drivers shall be given at least 15 minutes at the beginning of each shift to complete vehicle inspections. Vehicles with accident damage will be removed from service and repaired promptly.

Vehicles will be maintained in a manner that will allow for the transportation of customers. CONTRACTOR shall include a maintenance and cleaning plan as part of their Technical Proposals.

A separate file must be maintained for each vehicle, which includes a complete maintenance and repair history, and inspection and licensing documentation.

The CONTRACTOR shall maintain complete records of all maintenance work performed on vehicles used for the stated services and be available for inspection during regular business hours by authorized CITY personnel upon request. The CITY reserves the right to review and accept the successful CONTRACTOR'S written policies and procedures for the daily pre-post trip inspections as well as the preventive maintenance program prior to implementation.

2.8 Vehicle Inspections

The CONTRACTOR shall be required to maintain all vehicles in a safe operating condition using those established by the vehicle manufacturer's recommended maintenance practices. The CONTRACTOR shall adhere to the following program, which shall include, but is not limited to:

A. Pre-Trip Inspections.

1. Daily driver inspections and reports are required. A.M. and P.M. drivers, before taking a vehicle out on route service shall inspect the vehicle for:
 - Directional signals and flashers
 - Headlights/clearance and running lights
 - Brake lights and taillights
 - Windshield wipers/washers
 - Interior lights
 - Horn
 - Parking brake
 - Door operation
 - Fire extinguisher/first aid kit
 - Tailpipe/muffler noise
 - Fuel cap and fluid levels
 - Mirrors
 - Radio
 - Tires, wheels, air pressure, and lug nuts
 - Operation and deployment of the wheelchair lift. Listen for abnormal noises and check control pendant for damage, and connectors are tight. U-Lift – inspect ultrasonic sensing device.
 - Heat and air-conditioning units
 - Start engine
 - Farebox operation
 - Oil pressure
 - Interior/exterior cleanliness
 - Destination signs
 - Passenger chime
 - Public Address (PA) system
 - Global positioning system (GPS) unit/electronic tablet/automated vehicle location (AVL) unit and all other on-board technology
2. All items listed above shall be included in a report to be kept on file, per vehicle, by the vehicle maintenance department, and be available for inspection by county personnel during regular business hours.
3. Drivers shall be trained to inspect and report any other defects on the buses on a daily basis. Drivers shall ensure that no vehicle is driven if any unsafe condition exists.

- B. **Post-Trip Inspections.** At the completion of revenue trips, the driver shall complete a post-trip inspection. This inspection includes cleaning the vehicle's interior, closing and securing all doors and windows, powering down all radios, and performing a walk-around inspection checking for any exterior damage and cleanliness. The results of the post-trip inspection shall be documented on the Daily Vehicle Inspection (DVI) form and turned into the vehicle maintenance department.
- C. **Reporting.**
1. During the course of a pre- or post-trip inspection, any vehicle problems identified are to be reported to the maintenance staff. If the defect is of a minor, non-safety related nature, the Maintenance Supervisor will note the defect on a vehicle condition report. The repair order number shall be listed on the bottom of the DVI form. The repair order is then held, and all other defects are noted and recorded on the maintenance inspection. When preventive maintenance inspection service is due, the repair shall be assigned to a mechanic who will then perform the preventive maintenance inspection and repair the noted defects.
 2. If the defect is not minor, is safety-related, or if the heating and/or air conditioning or wheelchair is inoperable, the Maintenance Supervisor will note the defect(s) on a vehicle condition report, and the vehicle will not be placed in service until appropriate repairs have been made.
 3. If a driver identifies a problem(s) during the course of operating the vehicle on the route, he/she is to complete a DVI form describing the problem(s). The form shall be turned into the Maintenance Supervisor. Problems developing on the route that disable the vehicle or make the vehicle unsafe to operate are to be reported to Dispatch and road call repair measures taken.

2.9 Daily Vehicle Inspection Reports (DVIR)

CONTRACTOR shall require drivers to submit a daily vehicle inspection report (DVIR) which includes a pre-trip and post-trip inspection performed by the driver using the vehicle. Reports shall be carefully examined by either the General Manager (on-site) or the Operations Supervisor and defects corrected before the vehicle is driven in service. The preference from the CITY is to have all pre/post trip inspections developed and produced electronically. CONTRACT office staff should maintain hard copy printouts as backup.

2.10 Maintenance Records

CONTRACTOR shall prepare, maintain, make available to CITY (or its Designee), and reduce to written form, records and a data relative to vehicles and equipment used for the CITY's transit service. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle or equipment. All such records shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of CITY to enable it to accurately evaluate CONTRACTOR'S maintenance performance.

2.11 Vehicle Repair

All repairs to vehicles used for this service shall be performed by CONTRACTOR or other vendors paid by CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding, or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall assure CITY that required repairs shall not be deferred beyond a reasonable time. Any vehicular body or structural damages such as dents and scrapes must be repaired within (30) calendar days from identification of such damages.

2.12 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing on all revenue vehicles and equipment. For purposes of this CONTRACT, daily servicing shall include, but not be limited to:

- Fueling
- Engine Oil, coolant, water, and transmission fluid check/add
- Tire inspection (air pressure, tread depth, and wear)
- Brake check
- Lights and flashers check
- Interior sweeping and dusting
- Exterior and interior visual inspection

2.13 Vehicle Cleaning

CONTRACTOR shall maintain revenue vehicles in a clean and neat condition at all times. Vehicle interiors must be cleaned and sanitized daily; including floors swept, trash removed after each day's use, and seats and handrails wiped with a disinfectant cleaning solution. Thorough vehicle exterior cleaning must occur at least twice per week. Ceilings, windows, dashes, walls, stanchions, and grab rails shall be thoroughly cleaned, and floors mopped as necessary, but at least every seven (7) days. All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. Upholstery shall be steam cleaned as necessary, but at least quarterly. Seating/upholstery damage shall be repaired immediately upon discovery.

Vehicles shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous and EPA approved insecticides/materials.

Vehicles shall be washed at least twice weekly (and more frequently as needed during bad weather).

2.14 Warranty

The CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions and all manufacturer recommended maintenance activities in the conduct of its maintenance functions. The CONTRACTOR shall, whenever possible, obtain authorization from equipment and vehicle manufacturers to directly perform warranty work on supplied equipment. The CONTRACTOR shall be responsible for maintaining proper records and maintenance on the vehicles and their sub-components as per applicable warranty requirements. Additionally, CONTRACTOR employees shall be properly trained to perform warranty work as required. Any warranty reimbursements from vendors shall go to the CITY.

2.15 Maintenance Software

The CONTRACTOR shall propose a current maintenance software system to track, record, and schedule vehicle maintenance. The County reserves the right to furnish and implement maintenance software different than that proposed by the CONTRACTOR. At a minimum, the software shall provide:

- Preventative maintenance scheduling
- Parts and inventory tracking with the bar-coding capability
- Create purchase orders
- Integrate with a scheduling system to track vehicle availability
- Create/track work orders
- Reporting over the Internet
- Track fluid and mileage data
- Track tire usage
- Track cost per mile history of a vehicle for the life of the vehicle
- Track cost per mile history of a vehicle for the calendar year to date

2.16 Vehicle Maintenance Staff

The CONTRACTOR shall provide the necessary staff to maintain, repair, clean, detail, and fuel all vehicles. The CONTRACTOR shall ensure that the maintenance staff is completely trained, familiar with, and capable of performing all repairs, servicing, and

maintenance needs associated with the fleet.

2.17 Maintenance Staff Training

The CONTRACTOR is responsible for assuring that the maintenance personnel receive training in all aspects of the servicing and repair of vehicles, including information on service updates and technical bulletins, and knowledge of vehicle recalls.

2.18 Maintenance Staff Training Records

The CONTRACTOR shall be responsible for maintaining complete records of all training given to each employee. These records may be inspected by CITY personnel at any time.

2.19 Tools

The CONTRACTOR is responsible for ensuring all other tools required for maintenance and repairs to vehicles are available for use.

2.20 Towing

The CONTRACTOR shall be responsible for all coordination and costs associated with the towing of vehicles. Towing must be adequately performed to assure against damages to the vehicles. Any damage resulting from improper towing procedures shall be the responsibility of the CONTRACTOR.

2.21 Road Calls

The CONTRACTOR shall be responsible for performing road calls, when necessary, in an expedient manner. Every step possible must be taken to assure the least inconvenience and discomfort to the passengers. In order to meet this requirement, the replacement bus must leave the yard within 10 minutes of the call to maintenance. All road calls that result in a delay of service shall be reported immediately.

2.22 Out of Service Designation

The CITY or its designee may inspect, unannounced or announced, the vehicles at any time either at the CONTRACTOR'S location, or while the vehicle is in service. If, in the opinion of CITY, a vehicle does not meet CITY standards, it may be "red tagged." A vehicle that has been "red tagged" must not go into service and/or must be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the CONTRACTOR and verified by KCATA.

A revenue vehicle shall be designated as unfit for revenue service (considered Out of Service) if, upon inspection, any of the following safety-related conditions are found:

- Brakes out of adjustment.
- Loose steering components.
- Air Conditioning unable to maintain a temperature 20°F lower than ambient or no lower than 72°F, from May 1 through September 30.
- Heating or Defroster inoperative, for the period November 1 through March 30.
- "Missed" Preventive Maintenance Inspection.
- Tires with tread depth of less than 2/32", on the rear and 4/32" on the front.
- Inoperative Emergency Exits/Doors/Windows.
- Inoperative two-way radio.

2.23 Technology Needs/Requirements

The CONTRACTOR must maintain a reliable telephone system capable of handling multiple calls for the purposes of all administrative functions. The CONTRACTOR must also secure a second direct phone line, specifically for dispatch that will

not be made available to the public. CONTRACTOR must maintain two (2) backup cellular phones to allow for direct communication with dispatch. These cellular phones must be in place at all times.

The CONTRACTOR will provide and install Global Positioning System (GPS)-based automatic vehicle location system for tracking of vehicles. CONTRACTOR will describe recommended system in their Technical Proposal.

The CONTRACTOR will provide and install automatic passenger counter hardware.

CONTRACTOR is responsible for supplying the radio or cell communications equipment necessary to remain in constant contact with all vehicles (revenue and non-revenue support) used for this service.

Provide and install vehicle head/side destination signs. CONTRACTOR will provide appropriately timed head and side destination signs including GO ROYALS, GO CHIEFS, RIDE KC.COM as well as route name or other appropriate text.

The CONTRACTOR must provide a recommended video surveillance system appropriate for this type of fixed route system.

The CONTRACTOR will provide all computer hardware, copiers, fax machines and other equipment necessary to facilitate the operation and maintenance services for this equipment. This includes a desktop computer for the Project Manager, a copier, a laser printer, and a fax machine. The computer shall be state-of-the art and capable of interfacing with the KCATA's server to receive and quickly download run manifests.

2.24 Staffing

The CONTRACTOR will develop an organization and personnel plan for the operation and for all of the responsibilities relating to the employment, training and supervision of the employees required to implement and maintain the transit SERVICES as required by this Scope.

The CONTRACTOR must provide an organization and personnel plan in accordance with the needs of the IndeBus system. The plan must provide an organizational chart, job descriptions and full-time or part-time designations. The organization and staffing levels must enable the delivery of a public transportation service that meets the CITY goals (Section 1.4). As conditions change during the life of the CONTRACT, the CONTRACTOR is required to develop revisions to this plan to ensure the delivery of a quality transit service.

CONTRACTOR shall designate and provide the SERVICES of a General Manager (GM), subject to interview and the approval of the CITY, who shall provide overall management and supervision under the terms of this AGREEMENT.

The GM shall work cooperatively with the CITY's Community Development Director and staff from the KCATA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from passengers and the public, and responding to specific requests for other assistance as the need arises.

The GM designated for this project must not be replaced without the written consent of the CITY. Should the SERVICES of the GM become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent GM, unless CONTRACTOR is not provided such notice by the departing employee. CITY shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement GM.

Any new GM assigned during the period of performance of this CONTRACT will be thoroughly briefed on ongoing and upcoming issues by departing GM and go through an extensive orientation program concerning all pertinent local, state, and federal requirements.

At all times, the GM, or an Operations Supervisor designated to act for the GM, shall be available either by phone or in person to make decisions regarding day-to-day operations or provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to the Scope of Work.

2.25 Employee Screening and Selection

CONTRACTOR shall use appropriate screening and selection criteria to employ all staff. A detailed method for the selection of all employees must be developed and approved by CITY one month prior to service start-up. The selection method must identify a process for evaluating minimum requirements.

The following must be addressed in the screening and selection program:

- Proven ability in the area of customer service. This is vital to the delivery of quality transit SERVICES;
- Review of driving ability for all employees operating transit vehicles;
- References of past employment;
- Drug and alcohol testing for safety-sensitive employees; Job related requirements for each position; and
- Thorough nationwide criminal record check to ensure that no one is hired with prior felony convictions or convictions involving moral charges, violence, and drug and alcohol charges. These criminal and driving record checks must be done annually for ALL drivers on or within thirty (30) days of their hire date and must include national searches. A record demonstrating that the checks were completed must be provided to the CITY's Community Development Director within one month of CONTRACT start and annually every June for the remainder of the CONTRACT.

2.26 Training

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program. All operators, dispatchers, customer service personnel, supervisors and managers shall participate in the program.

All local managers and supervisors having contact with the public must complete a Customer Service course. The purpose of the course is to help provide employees with skills in providing quality customer service to passengers and the public, including how to deal with difficult passengers.

As part of the training program, CONTRACTOR shall prepare and distribute to all operators, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: driver's rules; dress standards; accident/incident policies; video surveillance policies and procedures; fog and inclement weather policy; vehicle inspection; care and maintenance policy and procedures; reporting procedures and pertinent sample forms.

For operators, CONTRACTOR must certify in writing, by name, each individual operator as having satisfactorily completed all requirements and training courses prior to allowing that individual operator to operate a bus in revenue service. This certification requires a minimum of forty (40) hours of training for each operator, full or part-time.

The minimum forty (40) hours shall include the eight (8) hour minimum National Safety Council Defensive Driving Course or equivalent, with satisfactory scores. It shall also include a minimum of twenty-four (24) hours of wheel time. Each operator shall operate all types of vehicles during training unless designated as only CDL driver. At least (8) hours of classroom instruction shall be performed for the following categories: 1) passenger relations; 2) accident reporting procedures; 3) radio communication procedures and codes; and 4) ticket handling procedures. An operator may receive up to sixteen (16) hours credit for the road training if the operator has at least one year of experience in passenger transportation.

To maintain each individual operator's certification, the CONTRACTOR must provide and document annual refresher training of at least eight (8) hours for each operator covering passenger relations, operating procedures, ADA regulations and equipment updating. Additionally, the CONTRACTOR'S trainer shall conduct and document an on-board evaluation with each operator.

In addition to the training requirements identified above, the operators must obtain sensitivity training related to

transporting persons with disabilities.

No driver will be allowed to make personal phone calls or send texts while inside a vehicle. Only direct communications with dispatch are authorized.

2.27 Supervision

The CONTRACTOR'S supervision program must ensure that a high-quality level of service is being delivered to the passengers. Supervisor staffing levels in all departments should be evaluated carefully by the CONTRACTOR to meet the above goal. Supervisors must have and maintain a Commercial Driver's License as they may be needed as back-up drivers at times.

2.28 Uniforms

As part of this CONTRACT, the CONTRACTOR must ensure that all drivers' uniforms conform to these standards:

- Dark blue- or khaki-colored pants, light blue shirts with the IndeBus logo and RideKC logo name badge, belt and clean athletic shoes or hiking shoes/boots with socks.
- All male drivers must tuck in their shirt tails in their pants at all times, while female drivers may opt for flat bottom shirts that do not require tucking them in their pants.
- During winter months, drivers must ensure that coats and jackets are consistent among all drivers and be dark blue in color.
- CONTRACTOR will purchase and provide shirts, winter jackets, name badge, logo patches and pants at no cost to the drivers. Driver is expected to purchase at their own expense socks, shoes, and belt.
- The CITY must review and approve all uniforms prior to the CONTRACTOR ordering these supplies.
- Supervisors must be in uniform when on duty; the CITY will approve such uniforms.
- Operators and street supervisors must be clean and presentable at all times.
- The uniform must not be worn while off duty.
- CONTRACTOR must ensure that sufficient supplies are available to ensure that new drivers are in full required uniform during training and while operating vehicles at all times.

2.29 Facility – Administration, Operations and Maintenance Space

The CONTRACTOR must provide the administrative and operations facility and preventive maintenance services for the fixed route service. No assistance will be provided by the CITY to the CONTRACTOR in securing a suitable location. The CONTRACTOR is encouraged to identify a location within, or near the CITY-limits to minimize deadhead miles and hours.

The CONTRACTOR is responsible for all expenses related to the facility, including by not limited to the deadhead expenses of traveling between the facility and the first and last pick-up locations.

The maintenance facility is required to have the following key factors:

- Space for the revenue generating vehicles (housed indoors).
- Space for needed staff and visitor's personal vehicles.

- Space for at least one conference room for CONTRACTOR management and/or CITY staff to conduct formal business meetings and staff training.
- Interior office space to perform the functions of the staffing plan.
- Technology room to house servers.
- Cash handling room with security surveillance. Surveillance system can be integrated with the on-board vehicle surveillance system. This surveillance should cover the entire path that money takes from the point of removal from fareboxes of each individual vehicle through whichever corridor; and then into the cash handling room.
- Space for employee training.
- Space for employee breaks.
- Space for separate gender changing rooms, with uniform/personal storage.
- Space for bathrooms adequate to serve current desired staffing levels.
- Adequate maintenance equipment to perform all necessary preventive maintenance and major vehicle maintenance issues (aside from painting and structural needs).
- A backup generator to ensure power delivery for all essential technological/maintenance equipment and personnel to keep transit SERVICES operating at required levels during any sustained power outage or disruption.
- An electronic, keyless security badge entrance system (either card swipe or RFID key/card technology), distributed to CONTRACTOR staff only – to be managed by CONTRACTOR General Manager.
- A 100% secure property perimeter – with some type of fencing or barricading in place to provide security for vehicles and staff at all times. Video surveillance is also required inside and outside the building that ensures all parked vehicles are within range of recordings.

If proposed property is missing any of these key elements, it is expected that the CONTRACTOR work with the property owner to meet these requirements.

In the event that the CITY is able to provide vehicle maintenance in-house and management and office staff office space or facilities in the future, then the CONTRACTOR is required to reduce revenue hour rates for fixed route service based on these savings and what amounts that the CONTRACTOR had budgeted for these items in the final CITY –approved contract rates. The CITY and the CONTRACTOR will plan such a transition to ensure that it does not conflict with an existing lease agreement between the CONTRACTOR and their lessor nor service delivery.

2.30 Transit Center Maintenance

CONTRACTOR is responsible for the maintenance of the Metro Transit Center located at the intersection of Truman and Noland Roads in Independence, Missouri.

The facility is used by both the CITY and the Kansas City Area Transportation Authority as a transit hub for a total of eight (8) routes. It is the responsibility of the CONTRACTOR to provide maintenance of the facility including:

- Daily cleaning (a minimum of three times per day), maintenance, supply provision, painting, plumbing repair, and maintenance of three restrooms (men’s, women’s, and driver’s).
- Sidewalk and driveway Power Wash as needed (minimum two (2) times per year).

- Landscaping maintenance to include mowing, fertilization, mulch, aeration of lawn and proper maintenance and replacement of trees, shrubs, and flowers.
- Maintaining proper US flag raising and lowering.
- Snow removal and Ice melt as needed.
- Water/sprinkler system maintenance (spring start-up and winterize in fall) and annual backflow testing.
- Fountain and water pump maintenance and repair (spring start-up and winterize in the fall).
- Kiosk and marketing materials maintenance.
- Trash removal.

2.31 Safety Plan

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, personnel, members of the public, and vehicles and equipment are maintained at the highest possible level throughout the term of this CONTRACT.

In this regard, the CONTRACTOR must develop and implement an ongoing comprehensive safety program covering all aspects of the system.

The service provider shall be responsible for compliance with all applicable Federal, State, and local laws, ordinances, and regulations during the performance of this Contract. The Safety Program must be submitted and approved to the CITY one month prior to service startup.

The CONTRACTOR'S Safety Supervisor or designee must review all Drivecam incident recordings daily to identify drivers that are not safely operating vehicles and meet with drivers to discuss such incidents.

The CONTRACTOR will require all drivers, supervisors, dispatcher, mechanics, and managers to participate in the Safety Program. The following are to be included in the Safety Program:

- Public Transportation Agency Safety Plan and Safety Management System. The Service provider must comply with CITY's Public Transportation Agency Safety Plan (the "ASP") developed pursuant to 49 C.F.R. Part 673 ("Part 673"), as revised, supplemented, and/or updated from time to time. Service provider will collaborate with the CITY to ensure compliance with Part 673 requirements and the ASP, including but not limited to providing documents related to implementation of Safety Management Systems ("SMS") and results of SMS processes and activities, and documents that, in whole or by reference, describe programs, policies, and procedures for carrying out the ASP. Service provider will maintain such documentation for a minimum of three (3) years from the date of creation and make such documentation available upon request to KCATA or its agents, and/or to the Federal Transit Administration or other Federal entity or a State Safety Oversight Agency, as defined in 49 C.F.R. 673.5, having jurisdiction.
- Emergency Readiness. The Service provider shall participate in periodic emergency readiness training and drills. The Service provider shall also participate in such drills at the direction of CITY. The service provider must comply with emergency notification procedures as directed by CITY.
- Service provider will supply an Agency Safety Plan (ASP) that is in line with the CITY'S annual PTASP.
- The service provider must comply with the responsibilities related to accidents and incidents as directed by CITY.

2.32 Safety Reviews and Accident Prevention

The program must include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This must include audits of vehicles and equipment, delivery of accident prevention programs, holding monthly safety meetings, and ensuring follow-up of findings.

2.33 Emergency Preparation and Staff Call-Back Roster

CONTRACTOR must develop procedures and provide training programs to address all types of emergencies, including accident, crime/security incidents, and inclement weather. The CONTRACTOR must submit to CITY staff a current emergency call –back roster and protocol in the event that the CITY experiences a man-made or natural disaster whereby CONTRACTOR staff will be required to provide emergency evacuation transit SERVICES during non-business hours or when staff has completed their shift work.

2.34 Accident/Incident Response and Reporting

CONTRACTOR must develop and implement procedures, subject to CITY review and approval, to respond to and report all accidents and incidents within one hour of incident. Such occurrences are to include vehicle accidents, passenger injuries or disturbances, employee injuries, and lift failures on in-service vehicles.

All traffic accidents or assault incidents involving transit system vehicles or staff are to be reported promptly to the City of Independence Police Department or Jackson County Sheriff's Department (depending on the location of incident) and the CITY's Community Development Director. The specific accident reporting requirements are detailed in Records and Reports Section of this Scope of Work.

Traffic accidents or any incident involving passenger injuries must be addressed equitably and within a reasonable period of time. The CONTRACTOR'S insurance coverage must include coverage for injured passengers and their property.

2.35 Accident Investigation, Rating and Follow-up

CONTRACTOR must develop procedures to investigate, review and rate each accident to determine if the accident could have been prevented utilizing National Safety Council definition of preventability. In addition, this review must establish the need (and schedule, as necessary) for any corrective training, operating guideline revision, or equipment maintenance or technical correction required, together with a follow-up to assure that action has been completed.

All staff involved in accident investigation must be properly trained in accident investigation as required by the US Department of Transportation.

2.36 Inclement Weather and Stranded Passenger Procedures

CITY will consult and collaborate with CONTRACTOR on road or weather conditions and communicate necessary detours and service disruptions during inclement weather events. Both the CITY and CONTRACTOR are to arrive at a mutual decision regarding any change in normal service hours. Public information will be distributed by CONTRACTOR via social media, on-vehicle announcements (written and verbal), website and real-time bus information (currently TransLoc). The CONTRACTOR will notify the RideKC Regional Call Center at 816-221-0660 of said service changes.

The CONTRACTOR must make every effort to anticipate the impacts of inclement weather in deciding whether to recommend scheduled service changes and to alert passengers in advance of the possibility of said schedule changes.

The CONTRACTOR will provide 'warming' buses when temperatures reach ten degrees above zero or colder (including wind chill), and 'cooling' buses when temperatures reach 100 degrees or warmer at the Metro Center transit center located at Truman Road and Noland Road adjacent to the Square in Independence. Vehicles are provided between the hours of 10:00 am and 5:00 pm.

The CONTRACTOR will provide a standard procedure describing the contingency action plan in responding to and assisting stranded transit passengers affected by inclement weather service issues. The objective is to ensure that affected passengers arrive at their final destination safely during challenging weather conditions to the best of the CONTRACTOR'S

capabilities.

During severe inclement weather involving heavy snow and/or ice, the CONTRACTOR will provide the public with as much advance notification regarding the impacts on the operational service of the *IndeBus* transit system. Service may be delayed, end early, or cancelled. These decisions will be disseminated to the public by the CONTRACTOR.

Despite efforts by the CONTRACTOR to notify citizens and passengers of transit service changes, there are times when passengers may be stranded at locations throughout Independence. In these instances, the CONTRACTOR will make every effort to assist as many stranded passengers as possible to reach their final destination.

Should *IndeBus* exhaust all staff and vehicle resources available to assist stranded passengers, they may at that time request assistance from the Independence Police Department at 816-836-3600.

The *IndeBus* CONTRACTOR will be paid the door-to-door service revenue hour rate for these services and will segregate these costs on their next monthly invoice. The Community Development Director will report these specific expenses to the Finance Department. A separate report must also be provided to include the total number of hours provided, total number of one-way passenger trips, and addresses of pick-up and final destination. Public Works Department/Police Department staff will also provide the same report to the Community Development Director.

2.37 ADA Requirements

The program must meet ADA public transit requirements, including the policies, regulations, and training of all operators in the safe use of all ADA equipment. Requirements include wheelchair or motorized scooter tie-down procedures, public address system, service animal regulations, general first-aid, and an awareness of a variety of disabilities and the medical symptoms or risks associated with them.

2.38 Drug and Alcohol Testing Programs

The CONTRACTOR will be responsible for developing and implementing a Drug and Alcohol Testing Program that complies with 49 CFR Part 655. Monthly reports must be retained by CONTRACTOR and be made available to the CITY documenting the details of the tests that have been administered. The CONTRACTOR must permit the CITY and any authorized representative of the US DOT to inspect facilities, and records associated with the program. The Drug and Alcohol Testing Program requirements must be reflected in the Accident Response procedures.

The CONTRACTOR must certify to the CITY annually its compliance with Part 655 before December 31st each year. To certify compliance, the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

2.39 Customer Service Plan

The CONTRACTOR must operate a Customer Service training program that accomplishes the following:

2.40 Customer Service Training

CONTRACTOR will acquire and implement on a consistent basis an effective and proven customer service training program. All contract staff must have hands-on learning and quality class exercises to ensure customer service staff is trained at a high level and relayed to the transit passengers every day.

2.41 Customer Inquiries, Complaints and Commendations

The Customer Service Program is to ensure all staff receive orientation and periodic (minimally every 6 months) training on the fundamentals of customer service, handling customer/public inquiries, complaints or commendations received by mail, fax e-mail, phone or in person.

Fixed route transit customers are directed to contact the Kansas City Area Transportation Authority Call Center at

816.221.0660 regarding questions/inquiries of the *IndeBus* transit system. This allows customers the opportunity of one location to relay inquiries, complaints, and commendations regarding the *IndeBus* fixed route system. Any and all of these inquiries are then sent to the CONTRACTOR where it is their responsibility to respond and reconcile the inquiry.

All inquiries, complaints or commendations shall be recorded on a permanent customer comment form. Detailed questions and all complaints must receive follow-up responses to customers within 24 hours from receipt (except for non-operating days). An important requirement of the program is supervision of information responses to assure quality control, accuracy, and customer service.

2.42 Computer Database of Customer Complaints, Comments and Commendations

It is preferred that the database be part of the overall CAD/AVL Routing/Scheduling software if possible. A comprehensive report must be provided to CITY monthly, showing a summary of all customer communication (both received and sent). The report must be organized by the customer comment category, date and customer name or employee name. Follow-up action taken to address concerns must be specified in each report.

2.43 Operating a Lost and Found Program

CONTRACTOR will manage all goods lost and found on the vehicles or the transit facilities. This may include fielding inquiries on the phone or in person at the customer service at the transit facility. Lost and found items must be held for thirty (30) days, unless the item is of great value, in which case they will be held for sixty (60) days. Lost and found items will be kept in a secure location and an attempt will be made to identify the owner and make contact if possible. Once the time limit is reached, the item is to be donated to charity or disposed of. Items are not to be given to any employee of the CONTRACTOR or a family member.

2.44 Passenger Revenue Collection Process, Passenger Trip Counts and Reconciliation

CONTRACTOR must develop a Plan for passenger revenue collection, reconciliation, and reporting procedures. This Plan must be submitted to the CITY for approval at least one month in advance of service start-up.

The following is to be incorporated into the plan:

1. CITY will establish the fare structure for the system. Any changes in the fare structure will be implemented by the CONTRACTOR in the manner and at the time prescribed by CITY.
2. Drivers must assure that each patron pays the appropriate fare prior to being provided transportation service.
3. All discrepancies relating to cash/fare revenue collection are to be investigated and accompanied with an explanation report to the CITY.
4. The CONTRACTOR must describe how it will ensure that all funds are maintained in a secure location at the end of each business day.
5. Drivers are expected to maintain a working knowledge of all electronic farebox and payment options for all passengers of the transit service. Non-paying passengers (children under 5 years and ADA card holders) as well as mobility aids (wheelchairs, bicycles, etc.) should be recorded through the farebox system/MDT as well.
6. If a mobile payment solution is selected for implementation with this associated CONTRACT, drivers are expected to understand and enforce all necessary measures of fare acceptance. CONTRACTOR is expected to include in plan how system will be integrated with the GFI data system if mobile payment is considered.

2.45 Records and Reports

CONTRACTOR must maintain detailed records in all areas of operation, including daily ridership by route, fares collected, maintenance activities, service efficiency and effectiveness and customer feedback.

The CONTRACTOR must develop a plan for a comprehensive and accurate record keeping and reporting program that encompasses all aspects of the transit operation. The plan must be submitted to the CITY one month prior to service start-up for CITY approval.

The following must be incorporated in the CONTRACTOR'S record keeping/reporting plan:

1. The program should utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data and reports.
2. Passenger trip data must be collected each day and separated by route. Twice each year (Fall and Spring) passenger trip data by transit stop on all routes will be collected and a report will be prepared and presented to CITY.
3. All data and records collected pertinent to the CONTRACT must be accessible in the form of a hard copy and an electronic medium accessible buy the CITY at any time.
4. CONTRACTOR shall allow the CITY access and inspection of records and reports. Further, any duly authorized representative of CITY shall be permitted to observe and inspect any or all of the CONTRACTOR'S subcontracted facilities and activities for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY's representative(s) will not interfere with or disrupt such activities.
5. CONTRACTOR must compile general public transit information regarding the operations, including vehicle revenue hours, vehicle mileage, passenger trips, passenger mile calculations, preventable and non-preventable accidents, and service failures for the preparation of the National Transit Database (NTD) report. This report. This information is critical for the CITY's request and receipt of federal funds. The CONTRACTOR must ensure that all deadlines established by FTA for receipt of report and any follow-up responses are adhered to.
6. The CONTRACTOR agrees that during the course of this agreement and any extensions thereof and for three years thereafter, it, and all sub-CONTRACTORS and third-party entities will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the CONTRACTOR agrees to maintain same until such litigation, appeals, claims, or exceptions related thereto have been disposed of.

The CONTRACTOR will also be expected to perform a management and operational analysis on an annual basis by a manager at the regional or national level of the corporation.

2.46 System Planning

CONTRACTOR will from time to time advise the CITY on possible route and bus stop locations when requested to do so.

2.47 Advertising

The CONTRACTOR is responsible for all advertising on the IndeBus vehicles for the fixed route transit service. The current transit contractor has contracted with Houck Advertising for bus wrap advertising on the IndeBus vehicles. The contract is in effect until the conclusion of this proposed CONTRACT. The CONTRACTOR will assume responsibility in securing a contract with the current CONTRACTOR or select a new CONTRACTOR beginning at the start of this new contract.

It is possible that during the period of this contract the bus wrap program could be consolidated with the KCATA program in a regional bus wrap program. Should this occur, the bus wrap CONTRACTOR agrees to cooperate and coordinate with such an effort.

The CONTRACTOR is also responsible for the production and distribution of printed material related to bus schedules, rider notifications, Ride Guides, bus stop posted schedules and materials, and transit center (located at the intersection of Truman and Noland Road in Independence, Missouri) kiosk maps and schedules. All vehicles will have an adequate number of bus schedules with map at all times. Materials need to be produced in Spanish and English.

The CONTRACTOR is responsible for distributing printed bus schedules to various locations throughout the City of Independence including grocery stores, libraries, schools, and other locations. This distribution needs to occur on a monthly basis so as to keep each location in stock with said materials.

2.48 Annual and Biannual Reports

CONTRACTOR will conduct two surveys per fiscal year -- one in the spring and one in the fall of each year of the contract. One survey will collect data regarding the travel patterns of riders by capturing data about when and where riders enter the transit vehicles and when and where riders exit transit vehicles. This survey will capture data from each route for one entire weekday. It is important that the day selected be devoid of any unusual conditions such as holidays, temporary alignment changes, and unusual or inclement weather events that would skew travel patterns.

National Transit Database Reporting (NTD). The Federal Transit Administration requires public transit operators to monthly and annually report specified operating, performance, and vehicle data as a condition of federal funding. The CONTRACTOR shall prepare all required NTD reports, as necessary (also included in software as a service scope of work).

The CONTRACTOR will provide an annual update on the functioning of the transit system to the City Council Transportation Committee, the full CITY COUNCIL or other civic bodies as determined by the Community Development Director.

**SECTION 3
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. 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.
- B. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of the scope of services, 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.
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- D. Neither KCATA, nor the City of Independence, are 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. Central on May 30, 2024**. Proposals received after the time specified may not be considered for award.
- B. Firms shall submit one (1) copy of the full proposal via USPS, courier, or hand delivery to:

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

The package must be sealed and include the RFP number and Project Title.

- C. Proposers are asked to include a USB drive, without password protection, containing all proposal documents.
- D. Hand delivery is only to **KCATA’s Shipping/Receiving department** at 1350 East 17th Street, Kansas City, MO, 64108. Please allow time to navigate through KCATA’s secured entrance and parking. Proposals delivered to another location or department may be considered a late submittal and not responsive.
- E. Proposals received via electronic mail (email), or facsimile (fax) 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 the solicitation 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; and
 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 3. It is authorized to conduct 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 and 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 Disadvantaged Business Enterprise Requirements

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime CONTRACTORS, joint ventures, or SUBCONTRACTORS.

- B. KCATA's diversity programs are subject to the requirements of 49 CFR Part 26, and it is KCATA's policy to:
1. Ensure nondiscrimination in the award and administration of contracts;
 2. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate in the programs;
 5. Help remove barriers to the participation of diverse firms in contracts;
 6. To promote the use of diverse firms 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 diversity programs.
- C. Funding for projects may come in part by the federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA), or may be a combination of funds appropriated by the state, county, or city governments. Diversity goals will be based on the source of funding.
- D. **This project is funded in part by Federal Transit Administration (FTA). There is no Disadvantaged Business Enterprise (DBE) goal established for this project. Firms are encouraged to participate in this project as Prime Contractors, Subcontractors or Suppliers.**
- E. **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 49 CFR Part 26 in the award and administration of 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.
- F. **Recognized Certifications.**
- KCATA will only recognize firms that are certified as Disadvantaged Business Enterprises (DBEs) under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA, or through the Kansas Department of Transportation's (KDOT) DBE Program. A list of certified firms may be found on MoDOT's website at <https://www.modot.org/mrcc-directory>. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.*
- G. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors, or suppliers. The following shall be credited towards achieving the goals, except as provided herein:
1. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the Prime is currently certified and is a commercially useful function as defined by the Program. *Under U.S. DOT DBE Regulations, DBE 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 DBE firm; and
 3. Subcontractor participation with a lower tier DBE 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 qualified as a DBE firm. If the DBE firm 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 DBE firm 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 DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not qualified as a DBE firm; and
 - c. Materials and supplies used on the contract, unless the DBE firm is responsible for negotiating the price, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the material itself; and
 - d. Work performed by a DBE firm in a scope of work other than that in which the firm is currently certified.
6. Good Faith Efforts. Failure to meet the contracted diversity 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 DBE firms who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the qualified firms to respond to the solicitation. The Proposer must determine, with certainty, if the firms are interested by taking appropriate steps to follow up on initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 2. Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the diversity goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate diversity participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 3. Providing interested DBE firms 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 firms.
 5. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE firms 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 DBE firms to perform the work.

6. A Proposer using good business judgment would consider several factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not in itself sufficient reason for a Proposer's failure to meet the contract diversity 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 DBE firms if the price difference is excessive or unreasonable.
 7. Not rejecting DBE firms 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, 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 DBE firms in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
 9. Making efforts to assist interested DBE firms 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 DBE firms.
 11. In determining if the Contractor did use good faith efforts in securing participation by qualified DBE firms, KCATA may request copies of each subcontractor quote (DBE and non-DBE) in the event a non-DBE subcontractor was selected over a DBE for work on the contract.
7. Request for Modification, Replacement or Termination of Project Participation by a DBE Firm. Contractor is responsible for meeting or exceeding the diversity commitment it has proposed for the project and as amended by any previously approved Request for Diversity Modification/Substitution. Any change orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to the DBE firms 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 diversity commitment changes.
- a. Termination Only for Cause - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for the DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - b. Good Cause - Good cause includes the following circumstances:
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work to its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime CONTRACTOR'S

reasonable, nondiscriminatory bond requirements; or

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

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the Proposers' qualifications to provide the services. 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 1: Price Proposal
- Volume 2: Technical Proposal
- Volume 3: Contractual Documents

B. Proposers shall submit one (1) original, hard copy of the proposal documents in separate volumes. Proposers are asked to also submit a copy of all Volumes in .pdf format on a USB drive that is not password protected. Each volume shall be named with Project Number, Company Name and Volume Number.

D. **Do not include Cost/Price information within Volumes 2 and 3** (with exception to the pricing in Attachment J, "Letter of Intent to Subcontract with DBE", submitted with Volume 3). Volumes 1 and 3 are not shared with the evaluation team.

E. 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.

4.3 Volume 1 – Price Proposal

A. Proposers are asked to submit a Cost/Price Proposal that includes all costs associated with the provision of the services as described in Section 2, "Scope of Services." Providers are to provide pricing for each Scenario presented. Data provided is estimated and is subject to change.

B. Required forms include

- Attachment C-1, "Cost/Price Proposal Summary"
- Attachment C-2-A, "Detailed Breakout of Fixed Costs"
- Attachment C-2-B, "Detailed Breakout of Variable Costs"

Attachments C-2-A and C-2-B are included in this RFP as separate documents.

C. 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.

D. One set of the complete Cost/Price Proposal documents (Summary, Fixed Costs and Variable Costs, Software) shall be submitted in PDF format. A set of documents C-2-A and C21-B are to be submitted separately in Excel format. **No price information is to be included in the Technical Proposal.**

- E. 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 2 – Technical Proposal

- A. The Technical Proposal page limit is 40 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 40 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. Documents requested by KCATA (e.g., resumes, safety plan, background information) shall be included as Appendices. 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)
 - Requested deliverables requested in Section 2, "Scope of Services" (i.e., Vehicle Maintenance/Cleaning Plan, Safety Plan, Organization Chart, etc.).
- 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 Emmendorfer, 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-consultants if included.
 - b. Location of business operations
 - c. List of key personnel that will be associated with this project.
 - d. Proposed working relationship among firms identified (i.e., Prime, Subcontractor).
 - e. Acknowledgement of Receipt of Addenda (if any).
 - f. A statement that Project Management 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.
 - g. 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 sub-consultants 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 of Firm
 - a. This section should demonstrate the Proposer's experience in providing public transportation. Describe your direct experience managing and operating fixed route services compliant with Federal and FTA regulations. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
 - b. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
 - c. The listing of all operating locations should include the number of vehicles managed/operated, number of trips provided per year, and the start and end date of each contract.
 - d. Provide the names, telephone numbers and email addresses of contract liaisons to which the firm reports for all contracts currently active, as well as all contracts ended or terminated within the past five (5) years, including the reasons for the contracts being terminated. The referenced contracts shall be similar in scope, magnitude, and complexity to those contemplated in this RFP.
 - e. If utilizing subcontractors, provide three (3) contract references to enable KCATA to assess the quality of the subcontractor's past performance. The referenced contracts shall be similar in scope, magnitude, and complexity to those contemplated in this RFP.
6. Key Personnel Experience and Qualifications
 - a. This section should demonstrate the direct experience, skills and qualifications of the Proposer's Project Manager and other key personnel in managing and operating paratransit services and in meeting client goals, objectives, and schedules.
 - b. Provide resumes for the proposed project manager and other key personnel and discuss the unique qualifications these individuals bring to the project.
7. Proposed Facility

Identify, describe, and include photos, proposed layout drawings and other pertinent information for the proposed facility. Indicate if a firm agreement for the facility will be negotiated. If a firm agreement for the use of a facility has not been reached, proposers should include photos, layout drawings and other pertinent information for candidate sites.
8. Fleet Management
 - a. This section should provide a description of the vehicles that would be used for this service. This section with specifications included in this RFP. Marketing materials from the manufacturer with photos of the types of vehicles proposed may also be provided.

- b. This section should identify and describe supervisory and other non-revenue vehicles that will be used in performing the services.
- c. Discuss the revenue vehicle preventive and corrective maintenance program, including daily inspections, preventive maintenance, repairs (including accident repairs), and vehicle cleaning.

9. Automated Systems and Provision of Trips

- a. Describe and provide technical and illustrative materials for the computer hardware to be provided. Identify the number of workstations in each functional area of the operation, the type of central server (as applicable) to be used, and interfaces with the KCATA system or other partners in the operation (as appropriate). Identify the local company that will provide support service and maintenance of all equipment and describe the terms of that service/maintenance agreement.
- b. Plan for 100% utilization of the Automated Vehicle Locators (AVLs) and Mobile Data Computers (MDCs) to include reporting requirements, enforcement, and the process to be followed if an MDC device fails.
- c. A critical component of this contract is to use the AVL/MDC technology to process trips. One hundred percent of all dedicated vehicles must be equipped with this technology to allow real-time recording, trip data transmission, and vehicle location which interfaces with KCATA's existing reservations and scheduling system. Fully describe how the proposed equipment will fulfill this requirement.

10. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule that includes"
 - Management plan
 - Personnel and staffing
 - Accident and injury prevention
 - Reporting requirements
 - Fraud prevention and detection
 - Alcohol and drug testing
 - Vehicle procurement program
 - Equipment and equipment maintenance for non-vehicles (telephone systems, office equipment, etc.)
- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- c. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.
- d. Safety plan.

11. Operating Plan and Procedures

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

12. 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.

13. 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 up to 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.

- Provide a current, valid copy of DBE certification documents from an accepted agency.
- 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 3 – Contractual

- A. **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.
- B. **Proposer Status – Vendor Registration**
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. Vendors must complete the online Vendor Registration Questionnaire.
 4. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
 5. For questions on these requirements, or for assistance in completing the forms, please contact Ms. Carla Mann, KCATA’s Diversity, Equity & Inclusion Specialist at (816) 346-0208 or via email at cmann@kcata.org.
- C. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume 3**.
1. 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. 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 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 with a work/contract value of \$5,000 or greater.

- b. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
- c. Providers shall submit proof of enrollment. Acceptable proof 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 at all tiers.
- e. This form is renewable annually.

4. Debarment

- a. The Proposer must certify that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
- 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, 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.
- 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. 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 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. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
 - c. 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).
7. Letter of Intent to Subcontract. This letter is required for each DBE subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor.
 8. Non-Collusion Affidavit. Required for Prime Proposer only.
 9. 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.

D. Financial Statements (Prime Contractor Only). Financial Condition of the Firm.

1. 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.**
2. Financial statements are to be submitted separately and marked confidential. These are reviewed only by KCATA's Procurement and Finance teams.

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. **Operating Plans and Procedures – 35 Points Possible.** Includes project management plan, capacity, equipment, and staffing levels needed to successfully perform the required services.
- B. **Cost/Pricing – 25 Points Possible.**
- C. **Experience, Qualifications and Program Management - 20 Points Possible.** Proposer demonstrates the experience, skills and qualifications of the Project Manager and other key personnel including proposed subcontractor(s).
- D. **Performance Record. – 20 Points possible.** At least three (3) references from similar CONTRACTORS that demonstrate customer satisfaction in performance related to the Scope of Work.

4.7 Presentations/Interviews/Written Responses

- A. Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. Firms that have proposed a partnership with a software provider will be interviewed as a team. The software provider may be asked to provide a demonstration.
- B. Proposers selected for interview will be notified. Interviews will be held virtually through Microsoft Teams.
- C. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal.

4.8 Consultant Selection

- A. This is a “best value”, competitive, negotiated source selection. Award of contract, if made, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to KCATA, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined, are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Project. However, KCATA will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Proposers are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposers become more technically equivalent, cost/price becomes more important and may be the deciding factor.
- D. Upon final selection, contract negotiations will begin immediately with the selected Proposer. If negotiations are successful, the Evaluation Committee will recommend awarding a contract to the selected Proposer. If KCATA fails to reach an agreement with the top-ranked team, the City will begin negotiations with the second ranked firm/team.

4.9 Contract Award

- A. Recommendation for award will be presented to the Independence City Council. Upon approval, Contractor will receive a Notice to Proceed authorizing the work to begin on a date which is on or after the effective date.
- B. The selected Proposer(s) shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCATA and the City shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred prior to the date set forth in the Notice to Proceed.
- C. No employee of KCATA or the City of Independence, City Council member or member of KCATA’s Board of Commissioners 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 the proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all Subcontractors at the closing date/time. An electronic copy of these forms can be obtained by going to: http://www.kcata.org/about_kcata/entries/vendor_forms

- **Volume 1: Price Proposal**

- Attachment C – Cost/Price Proposal Summary

- **Volume 2: Technical Proposal**

- **Volume 3: Contractual**

- ✓ Attachment D KCATA Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- ✓ Attachment F-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- ✓ Attachment F-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- ✓ Attachment G-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
- ✓ Attachment G-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
- ✓ Attachment H-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
- ✓ Attachment I-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
- ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
- ✓ Attachment J Letter of Intent to Subcontract (for DBE Subcontractors only – signed by Prime and DBE)
- ✓ Attachment K Non-Collusion Affidavit (for Prime only)
- ✓ Receipt of Addenda Form (if addendum issued as part of this RFP)

- **Additional Documents**

- ✓ Redlined Sample Terms and Conditions in Word format
- ✓ Cost/Price Proposal Detailed Documents (Attachments C-2-A and C-2-B)
- ✓ Financial Statements (Prime Contractor only) marked confidential

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

The Sample Contract from the City of Independence, Missouri will be provided via Addendum and will include the required Federal Transit Administration (FTA) clauses will be part of the contract.

ATTACHMENT C-1
COST/PRICE PROPOSAL – RFP #F24-2008-30B
MANAGEMENT AND OPERATION OF FIXED ROUTE TRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

The Proposer shall provide the complete (fixed and variable) costs to provide the annual price to perform the services as detailed in Section 2, "Scope of Services", and any subsequent addenda issued. Proposers shall submit the detailed breakout of the Cost/Price Proposal for each scenario in Excel format.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Cost/Price Forms. *No written comments, modifications or interlineations to the forms will be accepted.*

SCENARIO #1	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GRAND TOTAL
Annual Fixed Cost From C-2-A											
Annual Variable Cost from C-2-B											
Total Annual Cost											
Rate Per Platform Hours											
Rate Per Platform Miles											

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.

Authorized Signature _____ Printed Name _____ Title _____

Company Name (Type/Print) _____ Email Address _____ Telephone # _____

ATTACHMENT C-1
COST/PRICE PROPOSAL – RFP #F24-2008-30B
MANAGEMENT AND OPERATION OF FIXED ROUTE TRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

The Proposer shall provide the complete (fixed and variable) costs to provide the annual price to perform the services as detailed in Section 2, "Scope of Services", and any subsequent addenda issued. Proposers shall submit the detailed breakout of the Cost/Price Proposal for each scenario in Excel format.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Cost/Price Forms. *No written comments, modifications or interlineations to the forms will be accepted.*

SCENARIO #2	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GRAND TOTAL
Annual Fixed Cost From C-2-A											
Annual Variable Cost from C-2-B											
Total Annual Cost											
Rate Per Platform Hours											
Rate Per Platform Miles											

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.

Authorized Signature _____ Printed Name _____ Title _____

Company Name (Type/Print) _____ Email Address _____ Telephone # _____

ATTACHMENT C-1
COST/PRICE PROPOSAL – RFP #F24-2008-30B
MANAGEMENT AND OPERATION OF FIXED ROUTE TRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

The Proposer shall provide the complete (fixed and variable) costs to provide the annual price to perform the services as detailed in Section 2, "Scope of Services", and any subsequent addenda issued. Proposers shall submit the detailed breakout of the Cost/Price Proposal for each scenario in Excel format.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Cost/Price Forms. *No written comments, modifications or interlineations to the forms will be accepted.*

SCENARIO #3	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GRAND TOTAL
Annual Fixed Cost From C-2-A											
Annual Variable Cost from C-2-B											
Total Annual Cost											
Rate Per Platform Hours											
Rate Per Platform Miles											

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.

Authorized Signature _____ Printed Name _____ Title _____

Company Name (Type/Print) _____ Email Address _____ Telephone # _____

ATTACHMENT C-1
COST/PRICE PROPOSAL – RFP #F24-2008-30B
MANAGEMENT AND OPERATION OF FIXED ROUTE TRANSIT SERVICES FOR INDEPENDENCE, MISSOURI

The Proposer shall provide the complete (fixed and variable) costs to provide the annual price to perform the services as detailed in Section 2, “Scope of Services”, and any subsequent addenda issued. Proposers shall submit the detailed breakout of the Cost/Price Proposal for each scenario in Excel format.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Cost/Price Forms. *No written comments, modifications or interlineations to the forms will be accepted.*

SCENARIO #4	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GRAND TOTAL
Annual Fixed Cost From C-2-A											
Annual Variable Cost from C-2-B											
Total Annual Cost											
Rate Per Platform Hours											
Rate Per Platform Miles											

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.

Authorized Signature _____ Printed Name _____ Title _____

Company Name (Type/Print) _____ Email Address _____ Telephone # _____

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

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024, 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 _____, 2024.

Notary Public Signature

Date

My Commission expires: _____

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2024, 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 _____, 2024

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 F-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 _____, 2024, 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 subcontracts 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 _____, 2024

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-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 G-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 H-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 _____ 2024.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT H-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 _____, 2024.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I-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:

1. The Contractor does 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.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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 I-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:

1. The Contractor does 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.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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
NON-COLLUSION AFFIDAVIT**

Request for Proposals (RFP) #F24-7008-30B

Management and Operation of Fixed Route Transit Services for Independence, Missouri

State of _____

County of _____

Name and Title of Person Signing

Proposer Name

The above-named individual being first duly sworn, deposes and says that he or she is an authorized representative of the above Proposer and that all statements made, and facts set out in this proposal for the above referenced project are true and correct and that the Proposer (firm, person, association, or corporation making the bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with such proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in or financially affiliated with, any other Proposer for the project.

By _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Subscribed and sworn to before me on this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

(Seal)