

REQUEST FOR PROPOSALS (RFP) #F20-7046-30A

OPERATION AND MANAGEMENT SERVICES FOR
JOHNSON COUNTY TRANSIT

RideKC in Johnson County
Ride KC Freedom Johnson County
Sheltered Workshop Industrial Fixed Transit (SWIFT)
Vehicle Maintenance Services (for Transit Services)
RideKC in Johnson County Microtransit
Supplemental Tax Services for RideKC Freedom Johnson County

Date: September 15, 2020

Contact: Denise Adams
Manager of Procurement

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September 15, 2020

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**OPERATION AND MANAGEMENT SERVICES FOR
JOHNSON COUNTY TRANSIT**

Kansas City Area Transportation Authority (KCATA) is issuing this Request for Proposals (RFP) on behalf of Johnson County, Kansas and Johnson County Transit. For this document, KCATA shall be interchangeable with "County," "Johnson County," "Johnson County Transit," and "JCT."

On behalf of Johnson County Transit (JCT), a department of Johnson County (Kansas) Government, the Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms interested in providing the operation and management of transit services in the following areas:

- **RideKC in Johnson County:** Commuter express and transportation for the general public.
- **Ride KC Freedom Johnson County:** Transportation for elderly residents over age 60, and for disabled residents ages 13 to 59, individuals meeting low income criteria, and other specially designated residents of Johnson County, Kansas.
- **Sheltered Workshop Industrial Fixed Transit (SWIFT):** An alternative to other transportation systems for those Johnson County Developmental Supports consumers who, for reasons of ability, cost or necessity need more individualized service.
- **RideKC in Johnson County Microtransit:** A shared-ride, on-demand services.
- **Supplemental Taxi Services:** Outside taxi service that augments RideKC Freedom service.

Firms responsible for RideKC in Johnson County, RideKC Freedom Johnson County, and SWIFT services will also be responsible for providing **Vehicle Maintenance Services**, to include spare parts and fluids, for these programs.

Each contractor will be responsible for their own dispatch services.

Individual proposals will be accepted for the provision of one (1) or as many of the below service packages as the respondent desires to submit. Proposals will be accepted for the following service packages:

- **RideKC in Johnson County, RideKC Freedom, and SWIFT**, including Vehicle Maintenance and Dispatch
- **RideKC in Johnson County Microtransit** Service
- Supplemental Taxi Services to augment **RideKC Freedom** services

The successful Contractor(s) can/will operate from the county owned facility located at 1701 West 56 Highway, Olathe, Kansas, 66061. Contractor personnel are not to be construed as County employees and will be on the premises strictly due to the fulfillment of contractual obligations as outlined in this RFP.

The County anticipates awarding a three-year contract with two (2), two-year extension options to the successful Proposer beginning January 1, 2021.

Scheduling Software/Services. KCATA is issuing a separate RFP for a scheduling software and services provider that will provide scheduling services for the Freedom and Supplemental Taxi services. The contract term is anticipated to begin January 1, 2021 to coincide with the new transit services contracts.

Pre-Proposal Conference. A pre-proposal conference and tour of the JCT facility will be held on September 21, 2020 at 1:30 p.m. CDT. Although attendance at this conference is not required, those firms interested in proposing to the RFP are encouraged to attend. *Proposers that cannot attend in person may participate via teleconference and request an alternate tour date.* All on-site visitors will be required to follow CDC safety guidelines, and wear a mask as required by Kansas Executive Orders. See Section 1, “Proposal Schedule” for details.

Disadvantaged Business Enterprise (DBE) Participation. This project is funded by Federal Transportation Administration (FTA) grants. **There is no DBE goal established for this project.** However, certified DBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. Firms must be certified as a DBE by Kansas Department of Transportation. The link to KDOT’s DBE Directory is <https://kdotapp.ksdot.org/dbcontractorlist/>. Firms may also be certified as a DBE through a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory>. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA’s DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email to Denise Adams, Manager of Procurement, at dadams@kcata.org. Questions and requests for clarifications will be received until **2:00 p.m. CDT on September 29, 2020**. If required, KCATA’s response to these submissions will be issued via addendum.

Bonding. Proposers shall submit, with their proposal, a bid bond *in the amount of five percent (5.0%) of the total amount of their proposal*. The bond shall be issued by a surety company licensed to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Said guarantee shall be made payable to the Board of County Commissioners of Johnson County, Kansas. The successful Proposer shall be required to furnish a Performance Bond equal to the first-year contract award value and shall be renewed annually for each subsequent year of the contract at 25% of the then current award amount.

Proposal Submissions:

1. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CDT on October 16, 2020**.
2. Proposals shall be addressed to

Denise Adams – Procurement Department
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108
(816) 346-0224
3. Proposals may be hand delivered to KCATA at the above address. Proposers should allow enough time to navigate through KCATA’s security and parking.
4. 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.

5. Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA/Johnson County to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.
6. The KCATA reserves the right to accept or reject any or all proposals received, to interview or negotiate with any qualified individual or firm, to modify this request, or cancel in part or in its entirety the RFP if it is the best interest of the KCATA and Johnson County Transit.
7. 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 Johnson County, Kansas Board of County Commissioners. A three-year contract term is anticipated for award to the selected and approved Consultant if negotiations are successful.

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

Kristen Emmendorfer, Director of Procurement
Kansas City Area Transportation Authority

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NO PROPOSAL REPLY FORM

RFP #F20-7046-30A

**OPERATION AND MANAGEMENT SERVICES FOR
JOHNSON COUNTY TRANSIT**

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, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at dadams@kcata.org.

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

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

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

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

____ *We wish to remain on the Proposer's list for these services*

____ *We wish to be removed from the Proposer's list for these services*

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and IssuedSeptember 15, 2020

Pre-Proposal ConferenceSeptember 21, 2020
1:30 p.m.

Johnson County Transit Facility
1701 W 56 Highway, Olathe, KS, 66061

Teleconference Call-In Information:

Telephone Number: (816) 346-0338
Participant Code: 0782467

Deadline for On-Site Facility TourSeptember 24, 2020

Proposers that are unable to attend the Pre-Proposal Conference in person may request a tour of the facility. Tour is available by appointment only, 9:00 a.m. to 4:00 p.m. – Monday through Friday. Contact Denise Adams at (913) 244-7239 or via email at dadams@kcata.org.

Questions, Comments and Requests for Clarifications Due to KCATASeptember 29, 2020
2:00 p.m.

KCATA's Response to Questions, Comments and Requests for Clarification October 5, 2020

RFP Closing October 16, 2020
2:00 p.m.

Interviews (Tentative and as Required) October 26-30, 2020

Contract Award November 2020

**** All times are Central Daylight ****

SECTION 2 SCOPE OF SERVICES

2.1 INTRODUCTION

- A. Johnson County Transit (JCT), a department of Johnson County Government, is seeking proposals from firms qualified firm to provide operations and management services in the following areas:
- **RideKC in Johnson County:** Commuter express and transportation for the general public.
 - **Ride KC Freedom Johnson County:** Transportation for elderly residents over age 60, and for disabled residents ages 13 to 59, individuals meeting low income criteria, and other specially designated residents of Johnson County, Kansas.
 - **Sheltered Workshop Industrial Fixed Transit (SWIFT):** An alternative to other transportation systems for those Johnson County Developmental Supports consumers who, for reasons of ability, cost or necessity need more individualized service.
 - **Supplemental Taxi Services:** Outside taxi service that augments **RideKC Freedom** service.
 - **RideKC in Johnson County Microtransit:** A shared-ride, on-demand services.
- B. Firms responsible for RideKC in Johnson County, Freedom / Freedom On-Demand, and SWIFT services will also be responsible for providing **Vehicle Maintenance Services**, to include spare parts and fluids, for these programs.
- C. Each Contractor will be responsible for their own dispatch services.
- D. Individual proposals will be accepted for the provision of one (1) or as many of the below service packages as the respondent desires to submit except that the RideKC in Johnson County (commuter express and transportation for the general public), Freedom / Freedom On-Demand, Microtransit and SWIFT service may not be provided by the same Contractor providing Scheduling service. Proposals will be accepted for the following service packages:
- **RideKC in Johnson County, RideKC Freedom and SWIFT**, including Vehicle Maintenance
 - Supplemental Taxi Services that augment **RideKC Freedom**
 - **RideKC in Johnson County Microtransit** Service
- E. The successful Contractor(s) can/will operate from the county owned facility located at 1701 West 56 Highway, Olathe, Kansas, 66061. Contractor personnel are not to be construed as County employees and will be on the premises strictly due to the fulfillment of contractual obligations as outlined in this RFP.
- F. This proposal request is for the existing service levels as well as additional services that will be outlined in each service package explanation. The successful respondent must operate under the guidance, policies, and procedures outlined in this document and under the purview of JCT. A portion of the funds used to operate and maintain JCT services and facilities are from the Federal Transit Administration (FTA) grants. Therefore, all necessary FTA requirements must be met by the successful Contractor(s). Occasionally, JCT staff will require the successful Contractor(s) to produce documentation related to FTA requirements and/or periodic FTA

audits.

- G. KCATA reserves the right to add, reduce or modify associated services within the contract. KCATA shall work closely with and coordinate required service additions, reductions, or modifications with the contracting parties within the contract period.
- H. Respondents to this RFP must be qualified, experienced transportation industry providers capable of providing the services described herein.
- I. A proposal must be provided for each service package the respondent desires to propose on and must provide for the services as requested by the County as outlined following. Respondents must submit individual costs for each service package, which shall reflect the total cost for that package.
- J. **Scheduling Software/Services.** KCATA is issuing a separate RFP for a scheduling software and services provider that will provide scheduling services for the Freedom and Supplemental Taxi services. The contract term is anticipated to begin January 1, 2021 to coincide with the new transit services contracts.

2.2 SERVICE PACKAGES

A. RideKC in Johnson County (Commuter Express, General Public Transportation)

- 1. RideKC Johnson County currently operates a total of 13 routes: Five (5) express commuter routes, seven (7) local routes, one (1) flex route (which is deviated flex service during midday hours), and one (1) deviated fixed route. Current operations are approximately 358 to- 381 hours per day Monday through Friday. Daily service hours will fluctuate dependent upon Route 510 (K-10 Connector) operating on a regular schedule, summer schedule, or break schedule. Some routes operate a reduced schedule on days prior to specific holidays. JCT has ninety-one (91) vehicles (sixty (60) coaches and thirty-one (31) cutaways) allocated for RideKC in Johnson County routes and will be for use by the successful Contractor. An inventory of current JCT vehicles is attached.
- 2. RideKC in Johnson County (Commuter Express) service operates Monday through Friday from 5:40 a.m. to approximately 7:15 p.m. (except Route 510), **excluding the following legal county holidays:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 3. Current routes are described as follows:

ROUTE DETAILS – RIDE KC IN JOHNSON COUNTY			DAILY STATISTICS			
Route Number	Route Name	Description	Hours	Miles	Runs	Ridership
401	Metcalf-Plaza	Serving UMKC in KCMO to 137th & Antioch in Overland Park via 47th/Cleaver, Ward Pkwy, Shawnee Mission Parkway, and Metcalf	49.29	965.00	33	57
402	Johnson-Quivira	Serving JCCC, Oak Park Mall, Mission Transit Center, and Downtown Kansas City, Kansas	18.38	410.5	12	135
403	Antioch-Olathe	Serving the IRS, Crown Center, Downtown Kansas City, MO and portions of Overland Park and Olathe via Antioch, College, Mur-Len, and Santa Fe	35.9	686.5	20	256
404	Metcalf-Downtown	Serving Downtown Kansas City, MO and Crown Center from 119th & Metcalf in Overland Park via Metcalf and I-35	20.08	537	16	173
435	JoCo Downtown Midday	Serving Heartland, JCCC, Mission Transit Center, Oak Park Mall, Crown Center, and Downtown KCMO.	2.99	60.5	2	24
475	75th Street-Quivira	Serving 75th & Troost in Kansas City, Missouri to 127th in Overland Park, along 75th Street and Quivira Road	38.19	610.5	27	118
482 (480 & 481)	Overland Park Flex (Mon, Wed & F)	Serving popular destinations in Overland Park on Tuesdays and Fridays only. Flex service is available within the area bound by 75th, Quivira, 95th, and Lamar	5.08	44	26	33
495	95th Street	Serving the 95th St. corridor from Lenexa City Center eastward to State Line, traveling north to 75th St and on to Wornall Rd.	15.4	327	12	49
499	Microtransit	On-demand, shared-ride public transportation service offered south of Shawnee Mission Pkwy, west of Metcalf Ave, east of Renner Rd and north of 119th St. On Saturdays the eastern border of Metcalf Ave extends eastward to State Line Rd.	15.5	1,500	NA	150
510	K-10 Connector - Regular Day (M-F) - Regular Night (M-Th) *Summer Day (M-F) *Summer Night (M-Th) *Break (M-F)	Express service between Overland Park and Lawrence, connecting Park & Ride lots to K.U.-Lawrence, KU-Edwards, and JCCC	50.7 8.68 34.28 5.01 20.51	1,811.00 312.00 1,173.00 56.00 712.00	45 7 *24 *4 *14	2,011
519	Olathe Express	Serving Downtown Kansas City, MO and Crown Center from Olathe. Some buses only serve downtown or Crown Center	20.32	678	14	279
563	Shawnee Express	Serving Downtown Kansas City, MO and Crown Center from K-7 in Olathe and Shawnee Mission Parkway in Shawnee	6.79	181.5	4	73
569	South O.P. Express	Serving Downtown Kansas City, MO and Crown Center from 151st Street and Antioch in Overland Park and Olathe	16.17	457.5	10	172
595	Gardner-OP Express	Serving Downtown Kansas City, MO and Crown Center from Oak Park Mall and Gardner, with certain trips extending to Edgerton.	45.63	1,367.5	34	182
AVERAGE DAIL TOTALS			408.9	11,889.50	262	3,639
Note: Total = annual / 255. Will not equal sum of each route due to routes that only operate on certain days, seasons, or "reduced service" days (4 scheduled in 2020) where routes operate a reduced schedule. RideKC in Johnson County also includes an estimated 13.96 "non-driving" hours per day. @ Indicates routes that park buses at KCATA during midday. Drivers shuttle to and from.			Includes Revenue and Non-Revenue	Includes Revenue and Non-Revenue		Sept 2019 average daily ridership

- Special schedules on the 510 are Not included in the Average Daily Tips

3. Currently, eight (8) buses that complete their morning routes in downtown Kansas City are parked at the Kansas City Area Transportation Authority (KCATA) complex at 1200 East 18th Street, Kansas City, Missouri, and the drivers are shuttled back to the JCT facility. In the afternoon, drivers that begin their routes in downtown Kansas City are shuttled back to the KCATA complex and utilize **RideKC in Johnson County** buses parked there. This is to reduce vehicle deadhead trips during the day. Buses do not remain at KCATA overnight or on weekends. This number of buses parked at KCATA may increase or decrease as opportunities become available. It is anticipated that driver shuttle times (non-driving) times will be billed at a substantially reduced rate. Following is sample bus route and shuttle time information:

MORNING TO DOWNTOWN					
Route	Last stop	Last Route Stop Time	Arrive KCATA	Driver Return Departure Time	Shuttle Commute Time
673101	Union Station	6:40	6:50		
678101	Union Station	6:49	6:59		
664109	IRS	7:07	7:17		
661104	12th & Grand	7:20	7:30		
673102	Union Station	7:21	7:31	7:45	50
661106	Union Station	7:45	7:55		
678102	Union Station	7:49	7:59		
661107	12th & Grand	7:52	8:02		
673103	Union Station	7:54	8:04		
664103	IRS	7:55	8:05	8:15	50
					Park Shuttle
661254	12th & Washington	15:02	50	15:52	16:07
664252	12th & Washington				16:20
667251	9th & Oak				16:32
661255	12th & Washington				16:32
673252	12th & Washington				16:38
664253	12th & Washington				16:40
661256	12th & Washington	15:35	50	16:25	16:52
667252	9th & Oak				17:05
678252	12th & Washington				17:08
673253	12th & Washington				17:09
					Park Shuttle

B. RideKC Freedom in Johnson County

1. RideKC Freedom in Johnson County ("Freedom") currently operates a total of 21 routes (some 'routes' are very similar day-to-day, while others vary depending on the riders and trip origination/destination) per day. Current operations are approximately 138 hours per day.
3. Freedom services will be provided on weekdays (Monday through Friday), **excluding the following**

legal county holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Service operates from approximately 6:00 a.m. to approximately 6:00 p.m. with the first pickup of the day no earlier than 5:45 a.m. and the last scheduled pickup no later than 6:15 p.m. The last trip should be dropped off no later than 7:00 p.m.

4. **Eligibility.**

- a. RideKC Freedom in Johnson County provides affordable curb-to-curb service for Johnson County residents who are 60 years of age or older **or** have a documented disability **or** are within established low-income guidelines. Children ages 13 to 18, with a documented disability.
- b. If a rider is disabled and less than 60 years of age, or if an aide is required to travel, a physician's "Proof of Disability" statement must accompany the registration form. JCT does not discriminate based on race, sex, religion, national origin, or disability status. KCATA will process all applications for Freedom participants.

5. **Passenger Fares.**

- a. Fares are set and established by JCT in partnership with KCATA, and any fare adjustments may occur annually, typically based on the Consumer Price Index for transportation services. The adjustment is administered and communicated by the JCT staff.
- b. All riders of the service shall be required to register with Johnson County Transit and display a valid identification card upon request by the Contractor's personnel. The County will designate all eligible riders as a regular fare, reduced fare, or premium fare rider. Current fares are:
 - Regular Fare Riders:
 - 0.00 to 10.00 miles \$5.20 per one-way trip
 - 10.01 to 20.00 miles \$6.20 per one-way trip
 - 20.01 miles and up \$7.20 per one-way trip
 - Regular fare riders will be charged by-the-mile for trips that go into zoned areas (medical and dental only). Fares are based on the most direct street route, as determined by the scheduling software.
 - Reduced fare riders will pay \$3.20 per one-way trip for travel within Johnson County. Reduced fare riders will not be charged based on mileage.
- c. **Drivers shall not expect nor accept tips from riders.**
- d. **Fare Payment Requirements.**
 - 1) Regular fare and reduced fare (except Freedom Premium Reservation Service) riders are required to pay each time they board a vehicle. Freedom will not bill riders, nor will the drivers accept checks for a round trip. Riders are to use a pass, have the exact fare or a check for each one-way trip.
 - 2) Drivers shall not carry or provide change. The drivers will carry multi-ride

tickets/passes that may be purchased by Freedom riders. The purchasers are required to have exact change or a check for multi-ride ticket/pass purchase. The Contractor and the drivers will be responsible for all multi-ride tickets/passes provided by the County.

6. **Premium Reservation Services.**

- a. Freedom Premium Reservation Service is a component of RideKC Freedom in Johnson County. Riders enrolled in Freedom Premium Reservation Service make reservations on a monthly basis. The service currently has a waiting list. Freedom Premium Reservation Service riders pay a slightly higher fare (\$1.00 additional per ride) and are billed monthly by JCT. There are currently approximately 71 riders utilizing the Freedom Premium Reservation Service. These trips are "anchored" into the system for these rides/riders.
- b. The minutes and miles traveled for RideKC in Johnson County - Freedom Premium Reservation Service riders are already factored into the total RideKC in Johnson County - Freedom service levels. RideKC in Johnson County - Freedom Premium Reservation Service list makes the daily scheduling of the complete RideKC in Johnson County - Freedom system easier and more efficient.

7. **F.Y. 2020 Level of Freedom Service Demand (Estimates Only).**

January – March 2020

Average Number of Trips/Day:	235
Average Number of Scheduled Trips/Day:	270
Average Trip Distance (Miles)	10.6
Average Number of Vehicle Miles/Day:	3,240
Total One-Way Trips/Year	60,000

8. **RideKC in Johnson County - Freedom Definitions**

- a. **48 Hour Advance Notice Service:** Approved patrons must schedule rides a minimum of 48 hours (two business days) in advance. Riders may schedule trips up to seven (7) days in advance. The Contractor is required to make a "good faith effort" to accommodate requests with less than a 48-hour notice.
- b. **Fare Exempt:** Is an individual exempt from paying fares as determined by the Johnson County Transit. i.e., an approved "Traveling Aide."
- c. **On-Time:** Is defined as a rider being picked-up fifteen minutes before or after the agreed upon time pickup time. The Contractor shall pickup riders "on time" throughout the contract period. Additionally, on time is defined as clients arriving at their destination prior to their appointment times.
- d. **Will-Call:** This is an unscheduled return trip from a medical appointment. It is not unusual for clients not to know when their medial appointment will be completed. Patrons may schedule their pickup as a "will-call" and then call when they are ready for picked-up. The Contractor shall pick- up riders on their "will-call" return trips within sixty minutes for trips within Johnson County and within ninety minutes of notification for pickup for trips outside

of Johnson County. Return medical trips are the only "will-call" trips allowed.

- e. **No Show:** Are trips or cancellations made where the rider was unavailable and did not utilize the service as scheduled. This cost will be considered a cost of doing business and should be reflected in the proposed cost. The riders must pay for "no show" trips. ***The average number of "no-show" trips per day is approximately three (3).***
- f. **In-Vehicle:** Is one hour of time that a passenger is allowed to ride in a vehicle. The Contractor shall not exceed one (1) hour "in-vehicle" delivery time per any one (1) rider without prior County and passenger approval.
- g. **Cancellations:** Cancellations are part of doing business. The county policy for cancellations is as follows: Passengers, who must cancel a scheduled trip, must do so two (2) hours in advance of the scheduled pickup time. If it is necessary to cancel an early morning pickup, riders are instructed to call 913-362-3500 and leave the cancellation on the answering machine. For confirmation purposes, each rider who cancels a scheduled trip will receive a cancellation number. This information shall be tracked and maintained by the Contractor. The County shall have access to this information by request. ***The average number of cancellations per day is 31.***
- h. **Unit of Service:** Defined as one (1) revenue hour per vehicle. The Contractor shall transport a minimum monthly average of two (2) passengers in that hour. It is the Contractor's responsibility to provide transportation services in the most efficient and effective manner as possible, and JCT encourages the Contractor to provide at least 2.5 trips per hour.

9. **Scheduling and Service Details.**

- a. Riders must schedule trips by calling the scheduling service provider between 8:00 a.m. and 5:00 p.m. Monday through Friday. RideKC in Johnson County - Freedom rides are based on a first come, first-served basis, with the exception of RideKC in Johnson County - Freedom Premium Reservation Service riders. Riders should request rides at least 48 hours (two (2) business days) in advance or up to a maximum of seven (7) days in advance. The Contractor shall make a good-faith effort to accommodate all trip requests made within RideKC in Johnson County - Freedom boundary, even if the request is made with less than 48-hour notice.
- b. The scheduling contractor shall plan, schedule and publish, a manifest of Freedom trips to be provided by the RideKC in Johnson County Freedom service provider. These manifests will be provided to the service provider no later than 8:00 a.m. the business day before.
- c. Return trips from medical appointments can be scheduled on a will-call basis subject to the 6:00 a.m. to 6:00 p.m. operating schedule. The Contractor shall pick up riders on their "will-call" return trips within 60 minutes for trips within Johnson County. All other trips must be scheduled in advance.
- d. RideKC in Johnson County - Freedom trips are scheduled with a 30-minute window. This means that the rider may be picked up fifteen minutes before or fifteen minutes after their scheduled pickup time for a total window of 30 minutes. All rides may be shared, so there may be more than one (1) person on a vehicle for a trip. Ridesharing is encouraged for scheduling and routing efficiencies and to meet the ever-increasing demand for the service.

Each person must have a valid I.D. card and pay the appropriate fare at the time of boarding. If the rider is confined to a wheelchair, he/she must state this when scheduling the ride. There is no third-party billing. Riders may purchase multi-ride tickets from the drivers or from Johnson County Transit.

- e. RideKC in Johnson County -- Freedom riders, who must cancel their ride reservations, must do so at least two (2) hours in advance. Riders who do not cancel unwanted trips or who do so less than two (2) hours prior to the scheduled pickup time will be charged for that trip and will receive notification that they have violated the County's Late Cancellation/No Show policy. The Contractor is responsible for notifying riders of their violation and the fee assessed for the violation within two days of the violation. In the event riders do not pay the violation to the Contractor within thirty (30) days of notification, the riders will be sent a final letter by the Contractor, notifying them that they will be deleted from the system. Patrons that are to be deleted will be approved by the JCT. When deleted, riders will not be allowed to schedule future rides. However, rides scheduled prior to the deletion will be completed. Already scheduled rides will not be canceled.
- f. If a patron has three (3) "late cancellation/no show" violations in a rolling ninety (90) calendar day period, a penalty will be imposed. Following all appeal processes, participants will immediately be suspended from utilizing RideKC in Johnson County - Freedom services for a two-week period. If a patron is in violation of the "late cancel/no-show" policy more than three (3) times in a rolling ninety (90) calendar day period, he/she will be charged a \$10.00 fee in addition to the regular ride and fee for every "late cancel/no show" incident for the remainder of that rolling ninety (90) period and seven-day calendar. The Contractor is responsible for notifying and collecting the violation fee from the customer.
- g. By using RideKC in Johnson County - Freedom (including RideKC in Johnson County - Freedom Premium Reservation Service), customers agree to abide by the guidelines and policies for appropriate behavior. Any behavioral violation or action deemed inappropriate may result in a denial or suspension of service. The following procedures will be followed in these situations:
- h. Should a rider violate any appropriate behavior rule, the driver shall activate the drive camera, if available, to record as much of the incident as possible. The driver will inform the rider and/or caregiver of the policy and ask the rider to comply. Each time an individual refuses to comply or repeats a violation, the driver will inform dispatch as soon as possible and file a written Incident Report with dispatch no later than the end of the day. The Incident Report will detail the situation, including date, time, and location of the incident and the rider(s) involved. The Contractor shall notify JCT of all incidents within four (4) business hours, and a copy of the incident report will be forwarded no later than the next business day. JCT will notify the rider(s) (and/or caregiver) of the incident and the policy that was violated. Three violations of this policy within a rolling ninety (90) calendar day period may result in a suspension of up to one (1) year.
- i. Any time a driver denies service to a rider, the driver shall activate the drive camera, if available, to record as much of the incident as possible. The driver will inform dispatch as soon as possible and file a written Incident Report with submittal no later than the end of the day. The Incident Report will detail the situation, including date, time, and location of the incident and the rider(s) involved. The Contractor shall notify JCT of all incidents within four (4) business hours, and a copy of the incident report will be forwarded to JCT no later than

the next business day. JCT will notify the rider (and/or caregiver) of the incident and the potential for suspension should further incidents occur. Three (3) violations of this policy within a rolling ninety (90) calendar day period may result in a suspension of up to one year.

- j. The Contractor will pick up passengers with all types of disabilities and with a wide range of special needs. These disabilities include but are not limited to, visual impairment, dialysis, wheelchair users (motorized and non-motorized), frail, slow-moving elderly individuals, individuals who carry oxygen tanks, individuals with HIV+ or AIDS and/or mentally and developmentally disabled individuals. Varying needs may include, but are not limited to, exterior door-to-door assistance pushing wheelchairs between the door of the vehicle and building entrance door, waiting for or assisting slow moving passengers when required, and securing wheelchairs in the vehicle.
- k. Individual trip distances may vary from less than one (1) mile to not usually more than twenty-five (25) miles. There are no restrictions on trip purposes for intra-county trips. Inter-county trips may be made only for medically related purposes only (several riders are "grandfathered in" and utilize RideKC in Johnson County - Freedom for outside of Johnson County work trips. However, no "new" rider's trips will be made). Where feasible, practical, and when requested by the passenger or at the direction of JCT, the Contractor shall transport riders to fixed-route transit lines for extended trips.
- l. The Contractor shall be responsible for providing a return trip to every rider transported to a destination. The exception to this policy would be for one-way only trips or in instances where RideKC in Johnson County - Freedom could only provide a one-way trip because of scheduling constraints or in the event a rider fails to board the vehicle, and the rider has a return (second leg) trip scheduled, it will automatically be cancelled.
- m. If a rider requires assistance to travel, a physician's statement must be provided for the documentation, and the rider must state that need when scheduling a trip. It is the rider's responsibility to provide an aide, and the aide must be at the same pickup point as the passenger's scheduled ride. Aides ride free if they are pre-certified as a traveling aide. The JCT will provide I.D. cards for certified aides.
- n. Drivers shall wait a minimum of five (5) minutes within the pickup time window for the rider at a scheduled pickup location. For example, if the scheduled pickup time is 8:00 a.m. (pick up window 7:45 a.m. – 8:15 a.m.) and the driver arrives at 7:45 a.m., the rider must board the vehicle by 7:50 a.m. or the driver may be dispatched for the next trip. Riders will be charged for the trip if they fail to board the vehicle. If the rider requests it and the schedule permits, a vehicle will return at a later time and the rider will be charged for the additional trip.
- o. ***Currently, there are approximately 1,800 approved patrons of RideKC in Johnson County - Freedom.***

C. Sheltered Workshop Industrial Fixed-Route Transportation (SWIFT)

1. Scheduling and Service Details.

- a. SWIFT transportation services shall be operated as a curb-to-curb service, from consumer's residence to the Johnson County Developmental Supports (JCDS) work site at 10501

Lackman Road, Lenexa, Kansas, and return. JCDS is a division of the Johnson County government charged with the administration of services to the developmentally disabled. The service operates on weekdays, approximately 252 days annually. JCDS is closed the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Christmas Eve may be included in this list of Holidays, subject to the determination at a later date.

- b. SWIFT operates 13 routes twice a day (13 in the a.m. and 13 in the p.m.). Current operations are approximately 52 hours per day. At this time, there are 31 vehicles (twenty-passenger cutaways and four-passenger small mobility vehicles, i.e., Ford Transit Connects) allocated for RideKC in Johnson County - Freedom and SWIFT use, all of which are owned by the County. The successful Contractor will utilize these vehicles.
- c. SWIFT is not a traditional public transit system. Instead, it is an alternative to other transportation systems for those JCDS consumers who, for reasons of ability, cost, or necessity, need the SWIFT system.
- d. SWIFT currently operates thirteen (13) routes twice a day (13 in the a.m. and 13 in the p.m.) for 52 hours of service a day. In the event an increase in service levels is desired, the County (JCT) and the Contractor shall mutually agree on providing sufficient additional capital equipment required to meet the demand and operating needs associated with the service(s) and the increasing demands (e.g., vehicles, maintenance, personnel, dispatching, record keeping, routing, and insurance.)
- e. SWIFT provides approximately 146 rider-trips daily. Of this group, currently, sixteen (16) persons utilize mobility aids (wheelchairs). The number of JCDS consumers who require assistive mobility devices changes as needs of the various patron's change and is limited by the capacity of the vehicles.
- f. The scheduling contractor shall plan, schedule, and publish no later than 8:00 a.m. the business day before, a manifest of trips to be provided by the SWIFT transportation services provider. The service area for JCDS is within Johnson County, currently from State Line on the east to Hedge Lane on the west and from 47th on the north, (County Line Road) to 215th on the south. The average one-way route distance from the garage to JCDS is approximately 36 miles. Consumers are to arrive between 8:00 a.m. and 8:40 a.m., and the workday actually begins at 8:45 a.m. The preferred pickup time for return trips is 4:00 p.m. Most consumers should ride no longer than one-and-one half (1.5) hours, although some may ride longer simply because of the distance involved.

2. **SWIFT Current Transportation Service**

The SWIFT routes are listed below to provide assistance for estimating purposes only. These routes are listed only to provide an example of what the service may be. This is for estimation purposes only! Routes listed below are a.m. routes:

ROUTE	PICK UP TIME	MOBILITY DEVICE	ADDRESS	CITY
AM 1	700-730		4863 Silverheel St.	Shawnee
	705-735		6504 Noble St.	Shawnee
	705-735		6504 Noble St.	Shawnee
	710-740		6450 Pflumm Rd.	Shawnee
	725-755	WC	14305 W 48TH St.	Shawnee
	755-825		4825 Nieman Rd.	Shawnee
	805-835		5533 Perry Ln.	Merriam
	830-900	WC	13016 W 61st Terr.	Shawnee

AM 2	715-745		10117 W 66Th Terr.	Merriam
	720-750		10917 W. 71St St.	Shawnee
	740-810	WC	7671 Charles St.	Lenexa
	740-810		12007 W. 76th St.	Lenexa
	745-815		8522 Westgate St.	Lenexa
	750-820		8406 Mullen Rd.	Lenexa
	755-825		8500 Pflumm Rd.	Lenexa
	800-830		8958 Woodstone St.	Lenexa
	805-835		14802 Brentwood D.	Lenexa

AM 3	710-740	WC	5400 Briar St.	Roeland Park
	725-755		6238 Rosewood St.	Mission
	730-800		4400 W. 64th St.	Prairie Village
	730-800	Walker	7264 Roe Ave.	Prairie Village
	740-810		1900 W. 71st	Prairie Village
	740-810		1900 W. 71st	Prairie Village
	740-810		1900 W. 71st	Prairie Village
	740-815		2016 W. 81st Terr.	Leawood Prairie
	800-830		4102 W. 94th Terr.	Village
AM4	750-820	WC	7985 Antioch Rd.	Overland Park
	755-825		7124 Newton Dr.	Overland Park
	800-830		6522 W. 76th Terr.	Overland Park
	810-840		6916 W. 65th Terr.	Overland Park
	820-850		8202 W. 54 Terr.	Overland Park
	820-850	WC	8202 W. 54 Terr.	Overland Park
	820-850		8202 W. 54 Terr.	Overland Park
	820-850		8202 W. 54 Terr.	Overland Park

AM 5	700-730		10019 Knox Dr.	Overland Park
	710-740		9032 W. 101st St.	Overland Park
	720-750		9032 W. 101st St.	Overland Park
	720-750	WC	9032 W. 101st St.	Overland Park
	735-805		9732 Benson St.	Overland Park
	805-835	WC	8403 W. 98th Cir.	Overland Park
	805-835		8403 W. 98th Cir.	Overland Park
	805-835		8403 W. 98th Cir.	Overland Park
	805-835		8518 W. 98th St.	Overland Park

AM 6	700-730		12333 Reeds Rd.	Overland Park
	715-745		11909 W. 100th Terr.	Lenexa
	755-825		8744 Switzer Rd.	Overland Park
	810-840		8901 Carter St.	Overland Park
	815-845	WC	9612 W. 79th Terr.	Overland Park
	815-845	WC	9612 W. 79th Terr.	Overland Park
	PM ONLY		12934 Slater St.	Overland Park
	730-800		12904 Ballentine St.	Overland Park
	740-810	needs lift	8101 Santa Fe Dr.	Overland Park

AM 7	715-745		2145 E. 154th St.	Olathe
	715-745	WC	2145 E. 154th St.	Olathe
	715-745		2145 E. 154th St.	Olathe
	715-745		2145 E. 154th St.	Olathe
	715-745		2145 E. 154th St.	Olathe
	735-805		14501 Newton St.	Overland Park
	750-820		14523 Beverly St.	Overland Park
	800-830		12708 Linden Ln.	Leawood
	805-835		5604 W. 127th Terr.	Overland Park
	800-830		12904 Sherwood Dr.	Leawood
	810-840		6312 W. 128th Pl.	Leawood
	AM-6		12333 Reeds Rd.	Overland Park

AM 8	705-735		20333 W. 151st St.	Olathe
	715-745		18395 W. 152nd Terr.	Olathe
	720-750		13901 S. Brookwood Ct.	Olathe
	725-755		1401 S. Montebello Ln.	Olathe
	735-805		13651 S. Sycamore St.	Olathe
	745-815		14431 W. 138th Terr.	Olathe
	750-820		12246 S. Widmer St.	Olathe
	800-830		12014 S. Hagan St.	Olathe
	800-830		12420 W. 119th Terr.	Olathe

AM 9	700-730		1042 S. PITT St.	Olathe
	705-735		1129 W. ELM Terr.	Olathe
	715-745	WC	21553 W. 122nd St.	Olathe
	730-800		1277 N. Lucy Montgomery Way	Olathe
	735-805	WC	503 N. Walnut St.	Olathe
	800-830		968 E. Pineview St.	Olathe
	PM			
	ONLY		701 Alta Ln.	Olathe

AM 10	705-735		8511 Robinson St.	Overland Park
	710-740		9301 Robinson St.	Overland Park
	710-740		9301 Robinson St.	Overland Park
	710-740		9301 Robinson St.	Overland Park
	710-740		9300 Robinson St.	Overland Park
	710-740		9300 Robinson St.	Overland Park
	710-740		9300 Robinson St.	Overland Park
	710-740		9308 Robinson St.	Overland Park
	725-755		5608 W. 99th Terr.	Overland Park
	725-755		5608 W. 99th Terr.	Overland Park
	725-755		5608 W. 99th Terr.	Overland Park
	725-755		5608 W. 99th Terr.	Overland Park
	725-755	WC	5608 W. 99th Terr.	Overland Park

AM 11	710-740		35355 W. 146th St.	Gardner
	710-740		17371 S. Agnes St.	Gardner
	710-740		17371 S. Agnes St.	Gardner
	710-740		17371 S. Agnes St.	Gardner
	730-800	walker	17390 S. Ingrid St.	Gardner
	745-815		17390 S. Ingrid St.	Gardner
	745-815		17390 S. Ingrid St.	Gardner
	745-815		17390 S. Ingrid St.	Gardner
	810-840	WC	143 Monterey Ln.	Olathe

AM 12	810-840		16950 W. 127th St.	Olathe
	810-840		16760 W. 127TH St.	Olathe
	810-840	WC	16760 W. 127TH St.	Olathe
	810-840		16840 W 127th Street	Olathe
	810-840		16830 W. 127th St.	Olathe
	810-840		16840 W. 127th St.	Olathe
	810-840		16780 W. 127th St.	Olathe
	810-840		16960 W. 127th St.	Olathe
	810-840		16930 W. 127th St.	Olathe
	810-810		16830 W. 127th St.	Olathe
	820-850		675 N. SOMERSET Terr.	Olathe

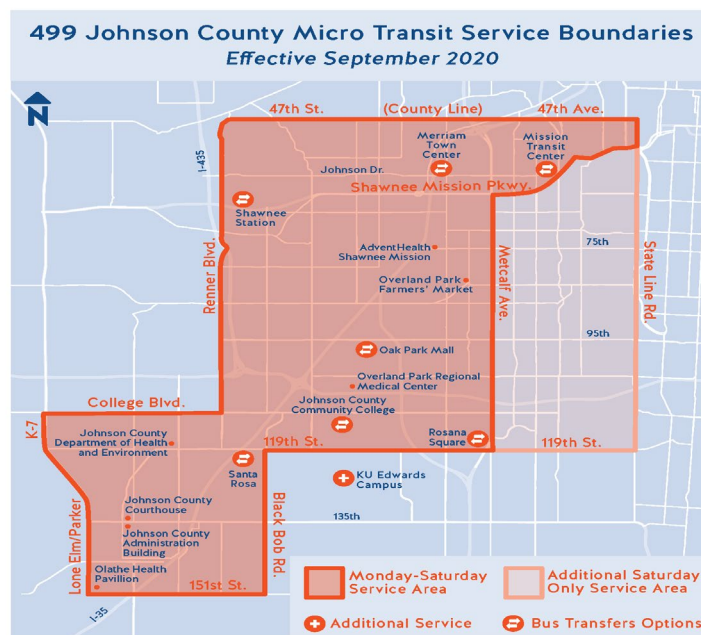
AM 13	700-730	15691 S. Downing Ct.	Olathe
	700-730	15507 S. Lindenwood	Olathe
	705-735	10914 W. 143rd St.	Overland Park
	745-815	9134 Riggs Ln.	Overland Park
	750-820	4102 W. 94th Terr.	Prairie Village
	800-830	9943 Linden St.	Overland Park
	810-840	10212 Roe Ave.	Overland Park
	820-850	10511 Manor Rd.	Leawood

E. Group Trips

As a community service, JCT provides transportation to certain senior groups on a monthly basis. Approximately 20 hours per month for F.Y. 2020 is anticipated.

F. RideKC in Johnson County Microtransit

Microtransit is an on-demand, mobile app-drive rideshare service that can operate as a “curb-to-curb” service or as a first-mile/last-mile connection to fixed-route service. The service area is comprised of Shawnee Mission Parkway to the north, Metcalf Avenue to the east, Renner Road to the west and 119th Street to the south. Additional service outside the boundaries includes Mission Transit Center, KU Edwards Campus, and Downtown Olathe. On Saturdays, the eastern service area border extends to State Line Road (see map below). The service operates from 6:00 a.m. to 8:00 p.m. currently. It is expected that the service area and hours will be subject to change. Vehicles used to provide microtransit services are owned by the County, with additional “flex” vehicles provided by privately owned taxis.



2.3 FARE PROCESSING

A. RideKC in Johnson County (Commuter Express)

Fares are established and set by JCT. The Contractor shall be responsible for probing vehicle fareboxes (all necessary equipment, software, and hardware is supplied by and is the property of JCT) to download payment data, removal of cash monies from the fareboxes, and depositing the fares into the farebox vault for safekeeping and audit. The Contractor is responsible for money count, along with a JCT member, at least once a week. Monies will be remitted to JCT per county policies.

B. RideKC Freedom in Johnson County

All checks and cash received by drivers will be retained and turned into the Contractor at the end of their shift. The Contractor shall reconcile the cash, checks, pass use, and pass sales and hold in safekeeping. Weekly the Contractor shall turn-in all cash, checks, and reconciliation documents to JCT for deposit.

C. RideKC Freedom in Johnson County - Premium Reservation Service

All Premium service patrons are invoiced monthly by JCT for services provided. There is no provision for refunds.

D. Sheltered Workshop Industrial Fixed-Route Transportation (SWIFT)

All SWIFT patrons are invoiced monthly by JCT for services provided. There is no provision for refunds.

2.4 OPERATOR STAFF

- A. The Contractor shall hire all drivers, trainers, road supervisors, safety, administrative, and management staff to provide initial (if required) and ongoing training, supervision, operation, and performance of Transit services agreed to in their contract.
- B. The Contractor shall provide adequate personnel at all times to cover all routes and service operations. Substitute and/or extra drivers shall also be available to cover personnel shortages as they occur. The Contractor shall provide the necessary administrative and support staff to complete administrative, operating, and clerical services. The Contractor shall also have access to I.T. support for County supplied systems as necessary.
- C. For staffing purposes, the Contractor shall have, at a minimum, a manager to cover the functions of the contracted services. The manager should be adept at transportation planning, administration, and problem-solving. The contractor management team will work jointly with the County on route mark-ups and service revisions, expansions, and re-routes. Other planning activities as required for the efficient and effective operation of the requested services may also be necessary.
- D. The Contractor shall provide the appropriate number of Safety/Training Coordinators necessary to provide training for new hires and route training to keep drivers up to date on safety issues and defensive driving skills. Road observations for a minimum of two (2) hours per day must be completed on a daily basis to ensure "on-time" performance standards as established herein, check on any problem areas, make recommendations on route adjustments, and ensuring good driving behavior.

2.5 DRIVER REQUIREMENTS

- A. The Contractor shall provide the necessary personnel (drivers) to ensure that all routes and runs are completed on a daily basis throughout the contract period.
- B. The Contractor shall conduct a Kansas or Missouri Bureau of Investigation full background check on all new personnel, depending on the new hire's residency. The results of this background check must be on file within 30 days of hire, or the new hire will not be permitted to operate a bus in revenue service until the results are received and on file.
- C. The Contractor shall follow all DOT safety, security, and reporting policies.
- D. The Contractor must conduct a Department of Motor Vehicle background check through the new hire's State Department of Motor Vehicles to ensure that they meet the following standards and are qualified to perform the above-described transportation services. All personnel must be contractor employees. The Contractor shall not sub-contract with individuals to execute any assignments without the expressed consent of the County.
- E. Drivers must be fully licensed in accordance with all federal, state, and local laws, rules, and regulations. All drivers shall receive periodic in-service training with regard to the safe operation of the buses, prior to operating a bus.
- F. JCT requires that all drivers are duly qualified and licensed to perform their driving duties. JCT requires that all drivers must meet the following:
 - 1. Possess a valid current driver's license for the size of the vehicle he/she is driving. A Commercial Driver's License (CDL) is required for drivers operating vehicles exceeding fifteen (15) passengers.
 - 2. No more than one (1) traffic conviction for a moving violation in the past two (2) years and no DUI\DWI citation within the last seven (7) years.
 - 3. Be at least 21 years of age.
 - 4. Be able to read, write, and communicate effectively in English.
 - 5. Be sensitive to the patron's needs.
 - 6. Pass a comprehensive drug and alcohol screen, in compliance with the Federal Drug and Alcohol Testing Requirements.
 - 7. Not have any felony convictions.
- G. The Contractor must provide drivers with employee identification (i.e., badge, name tag, I.D. card, and uniforms, etc.) for security purposes.
- H. The Contractor shall provide a comprehensive and effective training program for each employee. Every driver shall receive a minimum of 80 hours of training prior to providing service. The training program, at a minimum, shall include, but is not limited to:
 - 1. Defensive driving
 - 2. Loading and securing persons with mobility assistive devices
 - 3. CPR
 - 4. First aid
 - 5. Sensitivity training covering interactions with patrons with all types of mental and physical disabilities

6. On the road, in-vehicle practical training (including bus-on-shoulder and queue jumping)
7. Pre-post inspections responsibilities
8. Transporting passengers with frailties, oxygen, wheelchairs, walkers, visual impairment, verbal impairment, etc.
9. Safety issues
10. Proper operation and use of vehicle radios and on-board technology
11. Meet all FTA guidelines for training of the commercial operations of a vehicle with passenger and air brake endorsements, as needed

- I. The Contractor will make the drivers' training manual and handbook available to county staff for review and consideration during the RFP process.

2.6 VEHICLE INSPECTIONS

- A. 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, or JCT's established practice, whichever is greater. The Contractor shall adhere to the following program, which shall include, but is not limited to:

1. **Pre-Trip Inspections.**

- a. 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

- b. All of the 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.
 - c. 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.
2. **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.

B. 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, as determined by JCT, 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 in to 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.

C. Preventive Maintenance Inspections.

1. The Contractor shall strictly adhere to the vehicle manufacturer's recommended maintenance practices, or JCT's established practice, whichever is greater. A preventive maintenance program of all vehicles and service equipment, which meets or exceeds the JCT *Vehicle Maintenance Procedures Manual*, is required under this contract.
2. Exterior and interior cleaning at regular intervals are mandatory.
 - a. Active Vehicle exteriors shall be washed at a minimum of twice weekly, more frequently in inclement weather.
 - b. Active Vehicle interiors shall be swept, trash emptied, dusted, and spot mopped once daily. Once weekly vehicle interiors shall be fully mopped, windows cleaned, and driver's area thoroughly cleaned to meet or exceed Health Department and/or Center for Disease Control (CDC) and Federal Transit Administration (FTA) guidelines to address COVID-19 and/or other

pandemic concerns.

3. 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 county personnel upon request. The County 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.
4. Unscheduled spot inspections by qualified county representatives will be allowed at any time during the Contractor's normal business hours.
5. In addition to the vehicles, the County will also provide other maintenance-related equipment. A copy of the vehicle and equipment inventory is attached.

D. Additional Driver Requirements

1. All County-owned equipment and facilities are smoke-free. Contractor employees, who wish to smoke, must use designated smoking areas only while at the facility. Drivers shall not smoke or use any other tobacco products while on the bus or within fifteen (15) feet of loading or unloading areas.
2. Drivers shall not eat in the vehicle while the vehicle is in revenue service. Drivers must have the vehicle stopped if consuming a beverage while on-board a vehicle and use a cup with a snap lid.
3. Drivers shall not use a cell phone or text while the vehicle is in revenue service. Drivers must have the vehicle stopped and be on a break or layover if using a cell phone while on board a vehicle.
4. Drivers shall render limited assistance to passengers, consistent with Contractor's insurance, but shall not enter homes, offices, or take wheelchairs up or downstairs.
5. Drivers will have a good working knowledge of the Kansas City Metropolitan area to provide efficient and effective transportation services.
6. Written route directions and information about current passengers must be maintained for each route and kept current with applicable route changes.

2.7 REGULATIONS

The Contractor shall abide by all local, state, and federal regulations. The Contractor shall provide a Department of Transportation (DOT) number and maintain employee files per DOT safety regulations.

2.8 SUSTAINABILITY PROGRAM

The Contractor shall incorporate long term sustainability measures into work areas and work practices (including, but not limited to, administration, drivers, buses, and custodial). Seventy-five percent (75%) of all waste, including bus waste, shall be recycled. Additionally, green cleaning products shall be used, and green cleaning practices adhered to where possible.

2.9 FACILITY MAINTENANCE

The Contractor shall be responsible for custodial care and general upkeep of assigned office space and work areas.

All areas shall be maintained in a neat, clean, and professional manner. The County will be responsible for the maintenance of county facilities.

2.10 VEHICLE MAINTENANCE

- A. **Maintenance Requirements.** The Contractor shall, at its sole expense, maintain all JCT vehicles and sub-components in first-class condition. The Contractor shall strictly adhere to the vehicle manufacturer's recommended maintenance practices, or JCT's established practice, whichever is greater. A preventive maintenance program of all vehicles and service equipment, which meets or exceeds JCT's Preventive Maintenance Program, is required under this contract. The JCT Vehicle Maintenance Procedures Manual is available for review on request. The Contractor shall also perform monthly safety inspections and record all defects found, and the date the defects were corrected. Deferring bus maintenance is strictly prohibited and is grounds for contract termination. The Contractor shall ensure that all applicable certifications are displayed on all buses. The Contractor shall be responsible for completing all repairs to all buses required to keep them in proper working condition. The obligation to repair will include, but not be limited to, all work on and/or replacement of body and paint, power train, undercarriage, interior, air conditioning, wheelchair lift, farebox, etc. Work shall occur prior to placing the vehicle back in service. The Contractor shall also ensure the quick and complete repair of all buses and for maintaining a twenty percent spare ratio of active fleets to the number of vehicles required for peak service demands. Required vehicle repairs that are considered to be excessive or outside normal wear and tear may be submitted to the County for repair approval and county reimbursement prior to the repairs being made and at the sole judgment of the County.
- B. **Maintenance Program.** The Contractor, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, parts, tires, supplies, labor, maintenance, and component rebuilding and/or replacement as required for the safe and reliable operation of all equipment pursuant to this contract. The Contractor shall be responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions/exhaust systems, to be used to perform this contract in strict conformity to requirements of the original equipment manufacturer (OEM), and applicable local, state and federal regulations and requirements.
- C. **Parts.** The Contractor shall provide for its own vehicle parts inventory and/or procurement process and shall ensure that all parts supplied are new and meet OEM or ICT approved standards. The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to meet peak-hour vehicle requirements. Files should be kept per vehicle in a vehicle file.
- D. **ADA Equipment.** All wheelchair lifts, ramps, tie-downs, and related equipment shall meet ADA requirements. Operator pre-trip inspections shall be utilized to check lift operation before the pullout. If the lift is inoperable at the time of pullout, the bus shall be repaired or traded before the pullout. No vehicle shall be operated in revenue service without functioning ADA equipment.
- E. **Tires.** Vehicles are equipped with various tire makes and sizes. The contractor shall replace tires on vehicles using the size and load capacity specified by the specific vehicle manufacturers and ensure that tires are replaced at appropriate manufacturer specified intervals. Expenses associated with the purchase and/or leasing of tires, installation, rotation, balancing, and disposal shall be at the contractor's expense. Tires that have been "retread," "recap" or "remold," meaning, extending the useful life of a worn tire by the addition of new material; and re-grooving, the practice of carving out the rubber in the grooves of a tire to create additional tread depth, may only be used to replace tires on the inside rear of dual-wheeled vehicles.

2.11 RECYCLE PROGRAM

The Contractor shall implement, maintain, and encourage a recycling program for their employees to recycle all paper, cardboard, batteries, fluids, tires, etc. Any proceeds from the recycling program will be reported to JCT and retained by the Contractor.

2.12 ELECTRONIC EQUIPMENT

- A. The vehicles are equipped with a variety of technologies, including GFI Genfare fareboxes, radios, BBXs, Wi-Fi, pre-emption, traffic signal priority (TSP-queue jumpers), and destination signs. It is anticipated in the future that electronic tablets with vehicle location unit (VLU) capabilities and other potential technologies will be added to vehicles. The Contractor shall be responsible for installation, cleaning, troubleshooting, and swap-out of these devices and supporting equipment (antennas, wiring, power, etc.). The Contractor shall also ensure that Wi-Fi equipment installed in revenue vehicles is reasonably secure, and unauthorized persons are prevented from accessing, altering, removing, destroying, stealing, tampering with, vandalizing any part of or all of the components of the equipment. The Contractor will be responsible for the day to day maintenance and repair of the GFI Genfare fareboxes and Motorola radios on all transit coaches and cutaway vans. Maintenance includes but is not limited to: Testing the equipment, cleaning out all components on a 45-day cycle to ensure the proper working order, and appropriate readout of print media. JCT shall be responsible for the repair of County-owned electronic equipment other than GFI Genfare fareboxes and Motorola radios.
- B. Each vehicle is equipped with radio equipment, and a base radio station is also provided. JCT utilizes the County's trunk radio system (administered by the Johnson County Sheriff Department). JCT has access to three channels. All vehicles will use county-supplied radios. The Contractor will utilize the county radio trunk so that no airtime costs will be incurred. The Contractor will work with JCT and the Sheriff's Office on any radio operational issues.

2.13 UTILIZATION OF OUTSIDE SERVICES

- A. All vehicles and associated equipment provided in need of mechanical maintenance, overhaul, repair, or component replacement shall be the full responsibility of the Contractor.
- B. Required vehicle repairs that are considered to be excessive or outside normal wear and tear may be submitted to the County for repair approval and county reimbursement prior to the repairs being made and at the sole judgment of the County. Should services not be performed by the Contractor's maintenance staff, the Contractor shall ensure that responsible repairs are made, and that appropriate component is replaced in accordance with the Contractor's responsibilities, rebuilt to comply with federal EPA standards and meet OEM specifications. The County shall be notified of any major component replacement/repair not completed by the Contractor, but rather delegated to another person, firm, or corporation (including engine, transmission, axle, brakes, steering, suspension, body or paint, and/or rehabilitation) and shall have approval rights over such sub-contractors. Appropriate documentation of sub-contracted repairs shall be kept in the vehicles' maintenance files.

2.14 ADVERTISEMENTS ON BUSES

The Contractor shall make vehicles available for decaling and/or installation of advertisements. JCT shall make every attempt to provide at least 24 hours of notice. Dependent on weather conditions, advertisement installation may need to take place within the maintenance facility. The Contractor shall be responsible for the cost of damages to the advertisements placed on the buses due to accident damage, abuse, or negligence on the Contractor's part.

2.15 WARRANTY

The Contractor shall administer all warranties for both vehicles and parts associated with vehicles under this RFP. 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 JCT.

2.16 UNIFORMS

Maintenance personnel shall wear appropriate uniform shirts and pants while on duty. The Contractor is responsible for ensuring that maintenance personnel has the proper work clothes, shoes, goggles, safety glasses, etc. to assure the safety and professionalism of its employees. Uniform attire shall be clean and neat.

2.17 PREVENTATIVE MAINTENANCE

All preventive maintenance (PM) shall be performed at regularly scheduled intervals, as indicated in the preventive maintenance program intervals. All preventive maintenance must be performed within 10% of JCT's indicated interval or the manufacturer's recommended interval. Lack of required preventive maintenance by the Contractor may result in liquidated damage and/or further contractual action. It shall be the responsibility of the Contractor to maintain change out records for all components. This includes warranty repairs/replacements. These records are the responsibility of the Contractor, whether work is performed internally or through outside vendors. The Contractor shall comply with federal, state, and local exhaust emission requirements.

2.18 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

2.19 VEHICLE SAFETY EQUIPMENT

The Contractor must maintain a fully charged fire extinguisher, flare and safety triangle, and first aid kit in each vehicle. Johnson County supplies this equipment in each County-owned vehicle, but the Contractor must maintain and replenish on an as-needed basis.

2.20 VEHICLE LICENSING

All vehicles must be validly licensed for the specific transportation service. The County shall be responsible for registration and tagging of vehicles. The Contractor shall maintain proper operating permits for any jurisdiction requiring it.

2.21 SIGNAGE

All vehicles will have consistent signage so that the equipment can be used most efficiently and effectively.

2.22 FUELING

Currently, JCT is using ultra-low sulfur diesel fuel. Diesel fuel will be ordered through the county fuel contract and will be tracked and ordered by the Contractor; however, JCT will receive the invoices and pay for it. Three diesel fuel storage tanks and a fueling delivery system are located at the JCT facility. Gasoline-powered vehicles (provided by JCT to the Contractor) must be fueled off-site at Johnson County Public Works (approximately ¼ mile away). The vehicle maintenance contractor will be responsible for fueling all revenue vehicles and service vehicles used by the contractors that are provided by JCT. A CNG fueling station is available for use at the Johnson County Public Works location (same location as the gasoline).

2.23 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 provided by JCT.

2.24 MAINTENANCE STAFF TRAINING

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

2.25 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 JCT personnel at any time.

2.26 TOOLS

Tools and equipment supplied by JCT are shown in the inventory listing. The Contractor is responsible for ensuring all other tools required for maintenance and repairs to vehicles are available for use.

2.27 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.

2.28 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 to the JCT Operations staff.

2.29 FACILITIES

- A. The Contractor will operate from the County-owned facility located at 1701 West 56 Highway, Olathe, Kansas, 66061. Areas provided to the Contractor for use will include administrative and operations office space, eight (8) maintenance work bays, parts storage, chassis wash, a separate automatic vehicle wash building, separate two-point fueling station, covered vehicle storage area and outside parking area. The facility is situated on approximately fourteen (14) acres of land. The Contractor shall be responsible for custodial care and general upkeep of assigned office space, work areas, and bus lot within the fenced area. All areas shall be maintained in a neat, clean, and professional manner. The County shall be responsible for the maintenance of county facilities.
- B. Following is a listing of on-site facility equipment/areas that will require regular, scheduled maintenance by the Contractor:

Item	Frequency
Contractor outside entrance area cleaned	Weekly
The area inside lot fence to include along fence line cleaned	Weekly
Snowplowing of facility grounds shall be shared with Building Engineer and mutually agreed upon.	At least one hour before pullout of equipment (2 inches or more)
Sweep (spot degrease) bus lot inside the fence.	Semi-annually
Clean out of chassis wash sump pit	Annual
Clean out of bus wash reclamation pit	Annual

2.30 REGULATIONS

The Contractor shall abide by all local, state, and federal regulations. The Contractor shall maintain employee files per DOT safety regulations.

2.31 SUSTAINABILITY PROGRAM

The Contractor shall incorporate long term sustainability measures into work areas and work practices (including, but not limited to, maintenance/bus wash, administration, buses, and custodial). Seventy-five percent of all waste, including shop and bus waste, shall be recycled. Additionally, green cleaning products shall be used, and green cleaning practices adhered to.

2.32 T-1 LINE

If necessary, the Contractor shall provide and pay the monthly cost for a T-1 communication line during the life of the contract period.

2.33 GENERAL

- A. The Contractor shall complete one hundred percent (100%) of all scheduled trips on a daily basis. Missing trips is prohibited. If trips are missed, they shall be immediately reported to the JCT Operations Administrator with an explanation as to why the trip was missed and what corrective steps are\were being taken. The Contractor shall not include missed trips in monthly billing.
- B. The Contractor shall maintain proper and current records of all delays in service monthly. Service delay records will include, at a minimum, the following items: date, route, time, length of delay, the reason for the delay, and all other pertinent information. Extenuating circumstances due to weather, or other causes, immediately reported in writing and approved by the Deputy Transportation Director or Operations Administrator, will provide for an exemption from the standards protocol outlined in the prior text. The County shall be the sole judge as to the validity of the reported extenuating circumstances.
- C. Heating and air-conditioning units will be operational at all times for client comfort. No vehicle shall operate without a properly functioning heating system or without air-conditioning. Extenuating circumstances, immediately reported to, submitted in writing and approved by the Deputy Transportation Director or Operations Administrator, will provide for an exception to the above heating and air-conditioning rule. The County shall be the sole judge as to the validity of the reported extenuating circumstances.
- D. The Contractor shall maintain daily ridership logs in the form of a route sheet or electronic format, consisting of daily ridership per route and per run is required. Totals will be kept in a running log form for totals daily, weekly, monthly, and annually.
- E. The Contractor will be required to record and compile transit-related information for National Transit Database (NTD) reporting, as required by the FTA. The Contractor will be responsible for gathering statistically valid random passenger samples. A statistically valid random sample structure will be submitted to JCT staff for review and approval by a successful Contractor prior to starting up on January 1st, 2021. It will be approved annually thereafter by November 30th, in writing. Monthly monitoring of data will be allowed by the Contractor at the discretion of the JCT staff. A copy of the NTD manual is available upon request. The Contractor may be required to compile additional information for any reporting that may be required of the County by federal, state, and or other jurisdictional or organizational entities.
- F. The Contractor will submit service billings by the 5th of each month. (See the following pages for a list of monthly data reports required.)
- G. The Contractor shall immediately notify JCT staff of any accidents or improprieties that occurs during the course of an operating day.
- H. The Contractor shall notify the Transportation Director and Deputy Transportation Director of all accidents over \$250.00 in property damage or involving injury or impropriety within four (4) hours, office hours permitting. Reports will be delivered directly to the Deputy Transportation Director, Operations Administrator, and the Transportation Director.
- I. The Contractor shall be required to keep a log on all complaints and comments. All letters and phone calls received by the Contractor, complaining or commenting on service, must be retained on file and available to authorized county personnel at any time during the Contractor's normal business hours. A copy of the complaints and compliments will be submitted to the County with the regular monthly billing. The Contractor shall respond to all complaints within a maximum of twenty-four hours.

2.34 PERFORMANCE STANDARDS

- A. The Contractor shall attain on a daily basis a minimum standard of "on-time vehicle trips" of ninety-five percent (95%) on a daily trip basis and shall maintain the same ninety-five percent (95%) "on-time vehicle trips" throughout the contract period.
- B. **RideKC in Johnson County (Commuter Express)**
1. "On-time" shall be defined as between a one (1) minute early arrival and five (5) minutes late leaving the scheduled time points.
 2. Trips shall not leave scheduled time points ahead of schedule.
 3. Trips may not be missed.
- C. **RideKC Freedom in Johnson County**
1. "On-time" is plus or minus 15 minutes before or after the scheduled pickup time. On-time trips include arriving at the scheduled destination at the scheduled time.
 2. Drivers shall not leave pickup points without waiting a full five (5) minutes within the 30-minute pick up window and receiving dispatcher's approval.
 3. For trips within Johnson County, a minimum of 95% of all "will call" trips shall be picked up within sixty minutes of the request for a return trip. For trips outside of Johnson County, a minimum of 95% of all "will call" trips shall be picked up within ninety minutes of the rider's request for a return trip.
 4. The Contractor shall maintain at a minimum of 99% of all trips to not exceed the one hour "in-vehicle" riding time.
 5. "No-show" trips or cancellations are defined as trips made where the rider was unavailable and/or did not utilize the service requested. This cost will be considered the cost of doing business. However, the rider will be assessed the fare for no shows and trips not canceled according to policy. If the Contractor does not receive reimbursement from passengers that are "no-shows," or "late cancels" within 30 days, this revenue will be deducted directly from the Contractor's monthly invoice to the County, thereby reducing the total monthly billing to the County by the same amount as the lost revenue from not collecting the "no-shows," or "late cancels."
 6. The Contractor shall provide at least two (2) trips per hour, per vehicle (including no-shows and late cancellations).
 7. Trips may not be missed.
- D. **SWIFT**
1. The Contractor shall maintain at a minimum of 99% of all trips to not exceed the one-and-one-half (1.5) hours "in a vehicle" riding time.

2. "On-time" is plus or minus fifteen (15) minutes before or after the scheduled pickup time. On-time trips include arriving at the scheduled destination at the scheduled time.

E. Microtransit

1. The Contractor will utilize the scheduling software recommended by the County.
2. "On-time" is plus or minus fifteen (15) minutes before or after the scheduled pickup time. On-time trips include arriving at the scheduled destination at the scheduled time.
3. For trips within Johnson County, a minimum of 95% of all "will call" trips shall be picked up within sixty (60) minutes of the request for a return trip. For trips outside of Johnson County, a minimum of 95% of all "will call" trips shall be picked up within ninety (90) minutes of the rider's request for a return trip.
4. Drivers shall not leave pickup points without waiting a full five (5) minutes within the thirty (30) minute pick up window and receiving dispatcher's approval.
5. Trips within Johnson County 100% of all "will call" trips shall be picked up within sixty (60) minutes of the request for a return trip.
6. The Contractor shall maintain at a minimum of 99% of all trips to not exceed the one (1) hour "in-vehicle" riding time.
7. "No-show" trips or cancellations are defined as trips made where the rider was unavailable and/or did not utilize the service requested. This cost will be considered the cost of doing business. However, the rider will be assessed the fare for no shows and trips not canceled according to policy. If the Contractor does not receive reimbursement from passengers that are "no-shows," or "late cancels" within thirty (30) days, this revenue will be deducted directly from the Contractor's monthly invoice to the County, thereby reducing the total monthly billing to the County by the same amount as the lost revenue from not collecting the "no-shows," or "late cancels."
8. Trips may not be missed.

F. Vehicle Maintenance

1. Vehicle exteriors shall be washed at a minimum of twice weekly, more frequently in inclement weather.
2. Vehicle interiors shall be swept, trash emptied, dusted and spot mopped once daily. Once weekly vehicle interiors shall be fully mopped, windows cleaned, and driver's area fully cleaned. Once weekly vehicle interiors shall be fully mopped, windows cleaned, and driver's area thoroughly cleaned to meet or exceed Health Department and/or Center for Disease Control (CDC) and Federal Transit Administration (FTA) guidelines to address COVID-19 and/or other pandemic concerns.
3. All preventive maintenance (PM) shall be performed at regularly scheduled intervals, as indicated in the preventive maintenance program intervals. All preventive maintenance must be performed within 10% of JCT's indicated interval or the manufacturer's recommended interval.

G. General

1. The Contractor will be required to record, compile, and submit to JCT all appropriate information for National Transit Database reporting, as required by the Federal Transit Administration. Monthly monitoring of data will be allowed by the Contractor at the discretion of the JCT staff. The Contractor may be required to compile additional information for any reporting that may be required of the County by federal, state, and or other jurisdictional or organizational entities.
2. The Contractor shall immediately notify JCT staff of any accident or impropriety that occurred during the course of an operating day.

2.35 MONTHLY REPORTS

The Contractor shall be required to submit monthly (by the fifth of the month) the following reports:

A. RideKC in Johnson County (Commuter Express)

	1.	Monthly Invoice: Hourly Rate X Daily Hours X Number of Operating Days
	2.	Daily Breakdown of Hours/Minutes Per Trip, Per Route (Revenue and Non-Revenue)
	3.	Daily Breakdown of Non-Driving Time, Hours/Minutes Per Trip, Per Route
	4.	Daily Mileage Breakdown Per Trip, Per Route (Total, Revenue and Non-Revenue)
	5.	Daily Farebox Revenues
	6.	Daily Ticket Sales
	7.	Transit Ridership History
	8.	Daily Correctional Ridership
	9.	Community Activity Report (Passengers, Mileage, Time, Trip Type, Trip Dates)
	10.	KDOT Report
	11.	List of Complaints and Resolutions

B. RideKC in Johnson County -- Microtransit

	1.	RideKC in Johnson County – Microtransit Monthly Invoice: Hourly Rate X Daily Hours X Number of Operating Days
	2.	RideKC in Johnson County – Microtransit Total Hours Operated Broken Down by Vehicle and By Day
	3.	RideKC in Johnson county – Microtransit Fare Collection Revenues Per Day, Per Vehicle
	4.	RideKC in Johnson County – Microtransit Transfers to Other Services Per Day
	5.	Current Listing of RideKC in Johnson County – Microtransit Riders with Violations Outstanding / No Shows
	6.	Daily Breakdown of RideKC in Johnson County – Microtransit Total Mileage (Total Revenue and Non-Revenue Miles)

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| | 7. Updated Listing in the “Shared File” of Current RideKC in Johnson County Microtransit Riders’ Complaints and Resolutions |
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C. RideKC in Johnson County -- Freedom

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| | 1. RideKC in Johnson County – Freedom Monthly Invoice: Hourly Rate X Daily Hours X Number of Operating Days |
| | 2. RideKC in Johnson county – Freedom Total Hours Operated Broken Down by Vehicle and By Day |
| | 3. RideKC in Johnson county – Freedom Farebox Revenues Per Day |
| | 4. RideKC in Johnson County – Freedom Ticket Sales Per Day |
| | 5. Current Listing of RideKC in Johnson County – Freedom Riders with Violations Unpaid, Outstanding / No Shows |
| | 6. Daily Breakdown of RideKC in Johnson County – Freedom Total Mileage (Total Revenue and Non-Revenue Miles) |
| | 7. Updated Listing in the “Shared File” of Current RideKC in Johnson County – Freedom Riders’ Complaints and Resolutions |

D. Sheltered Workshop Industrial Fixed Transportation (SWIFT)

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| | 1. SWIFT Monthly Invoice: Hourly Rate X Daily Hours X Number of Operating Days |
| | 2. SWIFT Service Report (Daily and Monthly Mileage, Number of Passengers) |
| | 3. List of Complaints and Resolutions |

E. Fuel Reports

- | | |
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| | 1. Total Gallons of Diesel Used |
| | 2. Total Gallons of Gasoline Used |
| | 3. Total Monthly Usage of Fuel by Vehicle (Includes Miles Per Gallon) |

F. Other Reports

- | | |
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| | 1. Bicycle Counts |
| | 2. Daily Breakdown of Performance Measurements |
| | 3. List of Complimentary Passes Issued and to Whom (By Service) |
| | 4. Accidents (Preventable and Non-Preventable, Incidents, Complaints, Breakdowns) |
| | 5. NTD Reports – Transit |

	6. NTD Reports – Freedom
	7. NTD Reports – SWIFT
	8. NTD Reports – Microtransit (When Applicable)

G. Maintenance Reports

	1. List of Scheduled Services Per Month Completed with Mileage Between Services
	2. Cost of Maintenance Per Vehicle, Per Month
	3. Life Cost Year-to-Date Per Vehicle (From When a Vehicle is First Put into Service)
	4. Current Mileage
	5. Total Monthly Mileage
	6. Total Oil Consumption by Vehicle
	7. List of Buses Washed (Weekly)

2.36 INCENTIVES

Incentives may be negotiated with the successful Contractor.

2.37 LIQUIDATED DAMAGES

A. The Contractor will be assessed liquidated damages for unacceptable performance and non-compliance. Performance standards and contract compliance will be monitored on an ongoing basis.

B. Nonperformance shall include:

1. Five (5) or more documented violations of maintenance standards, including vehicle heating and air conditioning standards, within a one (1) month period.
2. Five (5) or more documented violations of vehicle cleanliness standards within a one (1) month period.
3. Failure to provide county personnel with requested documentation as per contract.
4. Third consecutive failure to meet "on-time" standard during county surveys within the one (1) month as specified in the RFB. This standard will be waived during the first month of "start-up" service.
5. Failure to provide for the safety and wellbeing of the riders.
6. Failure to meet scheduled trip times.
7. Five (5) or more documented instances of failure to report missed trips, incidents, and accidents involving vehicles, passengers, or pedestrians (property or personal damages).

8. Three (3) or more documented convictions of traffic standards.
 9. Three (3) or more violations of general failure to meet service requirements within a sixty (60) day period.
- C. Liquidated damages will not be assessed without the Contractor receiving prior written notice from KCATA.
 - D. If the Contractor adequately remedies nonperformance within five (5) working days after notification of nonperformance, and the same is acceptable to the County, no liquidated damages will be assessed.
 - E. Liquidated damages shall be:
 1. Forfeiture of two-day contract fee* for the first violation of nonperformance items.
 2. Forfeiture of five (5) days contract fee* for the second and third violations of a non-performance item.
 3. Cancellation of the contract, for cause, and forfeiture of the performance bond for the fourth violation of a nonperformance item.

**Daily contract fee to be determined by dividing the contract amount by the year's scheduled days of operation.*

2.38 PRICING

- A. Proposers will provide proposed pricing based upon service levels of RideKC in Johnson County (Commuter Express), RideKC Freedom in Johnson County Freedom, SWIFT, RideKC in Johnson County Microtransit and vehicle maintenance service outlined above for the current system. Proposed pricing for vehicle maintenance shall be based upon the levels of service outlined for RideKC in Johnson County (Commuter Express) and RideKC in Johnson County -Freedom, Microtransit, SWIFT, and the maintenance requirements contained in this RFP.
- B. Additionally, proposed pricing shall be submitted for a 10% and 20% increase and a 10% and 20% decrease in services should that occur in the future.
- C. **The required Cost/Price Proposal form is provided as Attachment D.** A separate document in Excel format will be provided to submit detailed breakout of costs. Proposers must provide pricing for the three-year base contract term. The prices shall remain firm for the entire period.
- D. Pricing for each two-year option, if exercised, will be increased or decreased in an amount not to exceed the change in the Consumer Price Index (CPI) for All Consumers for Intra-City Public Transportation, U.S. City Average, unless additional service hours are implemented.
- D. Surcharges (fuel or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.

2.39 INSURANCE REQUIREMENTS

- A. Contractor shall carry and maintain in force for the duration of the Contract and for the Statute of Limitations, insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:

A. Commercial General/Garage Liability:

- a. \$5,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
- b. \$5,000,000 annual aggregate per project or location

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability, Garage Liability, and Independent Contractor's Protection.

B. Workers' Compensation and Employer's Liability:

- a. Kansas Statutory Workers' Compensation including an all states endorsement
- b. Employer's Liability (E.L. and Disease):
 - Bodily Injury by Accident \$1,000,000 Each Accident:
 - Bodily Injury by Disease \$1,000,000 Policy Limit
 - Bodily Injury by Disease \$1,000,000 Each Employee

C. Commercial Automobile Liability:

\$5,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

D. Umbrella Liability:

\$5,000,000 per occurrence and aggregate

- B. The Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured under the Commercial General Liability and Commercial Automobile Liability policies on a primary and non-contributory basis. The Additional Insured requirement does not create a partnership or joint venture between the County and Contractor under this Contract.
- C. Contractor shall also name Kansas City Area Transportation Authority (KCATA), its commissioners, officers, and employees as additional insureds.
- D. Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

A copy of the Certificate of Insurance shall also be provided to KCATA.

- E. A brief description of the services to be performed, the RFP number, and the required Additional Insured language shall be stated on the Certificate(s) of Insurance in the Description of Operations. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.
- F. It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Contractor.

2.40 CUSTOMER AND PUBLIC COMMUNICATIONS

- A. KCATA and/or Johnson County are responsible for all media contacts, marketing, and preparing any public information regarding these services. The Contractor shall not communicate with print, television, radio, electronic or any other type of media about any aspect of the services in this RFP without prior, express written approval of KCATA. All inquiries from the press, agencies, entities, groups, and the public are to be directed to KCATA. Failure to comply with this requirement may result in the removal of culpable individual(s) from the project.
- B. Proposers must obtain prior written approval from Johnson County for use of information relating to Johnson County or this agreement in their advertisements, brochures, promotional materials, or other informational avenues.

2.41 SUPPLEMENTAL TAXI SERVICES

- A. KCATA seeks an on-demand service program (e.g. taxi, transportation network company (TNC) that is cost effective and provides the following service values to the intended participant customers (65 years old and/or have a disability):
 - 1. Easy, user-friendly, timely responsive reservation scheduling for pickups on non-fixed routes.
 - 2. On-time pickups.
 - 3. Extended hours of service operations that are convenient to the participants.
 - 4. Clean, safe and secure transportation services with trained drivers with good driving records and sensitivity, responsiveness to participant customer's health/disability needs.
 - 5. Value-added services such as assistance with carrying packages for participant customer to the drop off door destination except as provided in safety guidelines that may prohibit such services.
 - 6. Availability of service vehicles that are wheelchair accessible.
 - 7. Fair and reasonable trip cancellation policies.
 - 8. Financial and statistical reporting of services provided.
 - 9. Customer Complaint Tracking and Resolution procedures.
- B. **Contractor's Responsibilities.**
 - 1. The contractor shall furnish and make available all necessary vehicles, including wheelchair accessible vehicles, to be available on a permanent and continuous basis. Each vehicle must include:
 - a. A working air conditioner and heater
 - b. Be well maintained and repaired to operate safely

- c. Communication System to dispatch and necessary on-road support
 - d. Current licensing, inspections, and required onboard documentation of the same
 - e. Vehicle clearly identified with contractor's business name.
- 2. Contractor is responsible for properly maintaining vehicles and keeping all maintenance records. These records shall be open and subject to inspection by KCATA at any time.
- 3. Contractor shall not subcontract any of the transportation services without KCATA's written approval and approval of proposed subcontractor. Subcontract Agreements must include FTA terms and conditions as flow down items. Subcontracts must be made available to KCATA upon request.
- 4. Contractor must maintain and carry in force insurance of the types and quantities as outlined in this RFP insuring passengers and other persons against personal injuries and property damages.
- 5. Contractor shall understand that the KCATA and contractor are subject to the rules and regulations of the Federal Transit Administration governing the operation of the Freedom Program transportation services.
- 6. The KCATA reserve the right to request and the contractor shall provide immediate replacement of any of the contractor's staff providing services under the contract if deemed to be in the best interests of the KCATA (i.e., disallow any driver to provide services for excessive complaints, illegal driving behavior, or any other just cause from participation in the program). The contractor shall provide the removal of such person(s) in the time frame requested by the KCATA. The KCATA agrees that requests for removal will not be unreasonable and if the request is for immediate removal a reasonable period for replacement is acceptable.
- 7. Contractor must establish and implement an anti-drug and alcohol misuse prevention program and conduct employee training which meets the requirements of the Federal Regulation 14 CFR.120 for anti-drug and alcohol misuse prevention program. This information must be provided to KCATA by awarded contractor within ninety (90) days of contract award.
- 8. Contractor must establish and document a training program for all drivers and operators relating to this program; safe vehicle operations; wheelchair lift operations/safety; and sensitivity training. Drivers are required to adhere to all traffic laws and obey commands of authorities.
- 9. The contractor shall have all drivers providing services under this Program undergo drug testing and criminal background checks prior to providing services. If these tests and checks were conducted prior to contract award, the results must be no older than four (4) months prior to award date. If results are older than four (4) months, then drug re-testing and criminal background re-checks shall be required. All drivers must pass a criminal background check and drug screening.
- 10. Contractor shall maintain adequate financial and operational records. The contractor shall provide such financial and operation records upon request from KCATA. The daily transportation logs must be submitted monthly to KCATA in a format mutually agreed to between KCATA and the contractor. The financial and operational records, which, at a minimum, shall include:
 - a. Organized business records accessible to representatives of KCATA for auditing purposes.
 - b. A transportation daily log consisting of the following:

- 1) Passenger name,
 - 2) Date of pick-up,
 - 3) Time of pick-up,
 - 4) Origin address,
 - 5) Destination address,
 - 6) Miles traveled on one-way trip, and
 - 7) Time of drop-off at destination in an approved format.
11. The contractor must provide a secure system for collecting and accounting for customer fares and tabulating the amount of fares that should have been collected and the actual amounts collected for each run;
 12. The contractor shall respond to and investigate any driver or operations issues noted by KCATA staff and take actions as appropriate;
 13. The contractor shall implement and maintain a drug and alcohol testing program and drug-free workplace program;
 14. The contractor shall attend regularly scheduled and special meetings pertaining to the Freedom Program with KCATA staff at the request of KCATA;
 15. Assist KCATA in developing improvements to the program;
 16. *The contractor must provide a facility suitable for the operation of the service, safe storage of all vehicles, and indoor maintenance of vehicles.*

C. Times of Operation and Driver Tasks.

1. The Contractor's service hours will mirror Freedom services which are Weekdays (Monday through Friday), excluding the following legal county holidays: New Year's Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. Service operates from approximately 6:00 a.m. to approximately 6:00 p.m. with the first pickup of the day no earlier than 5:45 a.m. and the last scheduled pickup no later than 6:15 p.m. The last trip should be dropped off no later than 7:00 p.m.
2. The contractor's drivers shall be expected, to the best of their ability, to arrive on-time for pickups and drop offs.
3. The Driver shall provide the following services at no extra cost:
 - a. Ensure the participant has completed all requested information on the on-demand service, including a signature by the participant, if applicable;
 - b. Verify the photo I.D. of the participant rider;
 - c. Make certain that the rider can get out of and into the place of origin and place of destination without difficulty or harm – being mindful of hazardous sidewalk conditions such as snow, ice, or other passageway impediments that may require the driver to assist

the participant rider to the door;

- d. With prior notification to the carrier, transportation of one (1) to four (4) passengers in the same vehicle in the same location; and
- e. Ability to accept electronic payments via an electronic fare collection system (refer to section 11 below).

D. **Office Equipment.** The contractor will provide all computer software, hardware, office equipment, and other equipment necessary to facilitate the operation and maintenance services for their services at their own expense.

E. **Vehicles and Vehicle Maintenance**

- 1. The contractor shall provide vehicles that will meet all Federal Motor Vehicle Safety Standards, State of Kansas requirements and standards. At a minimum, the contractor must have at least five (5) standard vehicles available on a permanent and continuous basis as well as at least five (5) wheelchair accessible vehicles.
- 2. The contractor shall maintain a separate file for each vehicle, which includes a complete maintenance and repair history, and inspection and licensing documentation. Vehicles will be maintained in accordance with a KCATA approved maintenance plan submitted by the contractor. Vehicles with accident damage will be removed from service and repaired promptly. Vehicles will be maintained in a manner that will allow for the safe transportation of customers.
- 3. Vehicles shall be cleaned daily and washed at least twice weekly (and more frequently as needed during bad weather). Vehicles shall remain smoke-free.
- 4. KCATA 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 KCATA, a vehicle does not meet KCATA safety standards, it may be "red tagged." A vehicle that has been "red tagged" must not go into service for this contract. 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 authorized KCATA personnel.

F. **Vehicle Markings.** Vehicle markings required by KCATA are subject to negotiation before the bid award. The contractor must meet state and federal regulations regarding vehicle markings.

G. **Accidents/Incidents.** In the event of any accident or incident involving a customer, KCATA must be notified immediately. Contractor must follow the accident and injury reporting procedures established by KCATA.

H. **Fare Collection**

- 1. The contractor will be responsible for collecting fares as set by KCATA. Participants in the Freedom Premium service program are pre-paid. Other Freedom participants have the option to use RideKC pre-purchased passes or pay the fare to the driver.
- 2. The contractor's services will provide curb-to-curb one-way trips at a predetermined rate for a predetermined distance. The customer will be responsible for paying the remainder portion of the metered fare. The KCATA will pay a predetermined rate for each one-way trip up to a set

parameter distance, which will be determined after contract award and is dependent upon the per mile rate specified in the Contractor's Cost/Price Proposal. The contractor will provide a secure method of collecting fares and account for the same. The total fares scheduled to be collected, as well as the actual fares collected, will be noted on the trip reports.

3. The contractor must have an electronic fare collection system. The contractor will provide all necessary equipment needed within the vehicles and at point of sale locations. This electronic fare collection system must provide the following features and capabilities, but not limited to:
 - a. The system processes sales transactions through a point of sale system and is downloaded to a processing center.
 - b. Data collected will include, but limited to:
 - Name of Rider
 - Dispatch time
 - Pick up location
 - Pick up time
 - Destination location
 - Destination time
 - Mileage of trip
 - Meter amount
 - Vehicle ID
 - "On Time" calculation
4. Services shall be paid for by credit/debit cards and/or cash reloadable fare cards.
5. A credit/debit card or fare card shall be used as payment for a one-way ride from point of origin to a single point destination. One fare should be valid for one (1) to four (4) passengers who travel at the same time from the same single point of origin to the same location in the same vehicle.
6. Tipping shall be at the rider's discretion and the drivers shall refrain from the solicitation of tips from passengers.

I. Payment for Transportation Services

1. The contractor shall submit monthly invoices showing fares collected.
2. Payment will be made on the normal KCATA accounts payable cycle after an accurate invoice is received and approved by the KCATA. If an invoice correction or revision is requested, the payment cycle begins again once invoice has been received in good order.
3. The KCATA may withhold payment to the contractor who is found to be in violation of their obligations and responsibilities. Further, the KCATA may deduct any Liquidated Damages appropriate assessed from invoice amounts due (refer to Section 2.37 entitled "Liquidated Damages").

J. **Complaints.** A complaint is defined as any written or verbal communication provided to contractor or KCATA which adversely reflects on the contractor's operation of services. The contractor should notify customers who wish to file complaints directly with the contractor that their complaints should be filed with the KCATA. In addition, the contractor must promptly provide KCATA with the details and specifics of all complaints received directly by the contractor.

K. **Services to Disabled Population**

1. Contractor shall be responsible for:

- a. Providing a driver trained for operation of the wheelchair lift equipped vehicles.
- b. Drivers must complete an approved training program that includes safe vehicle operations and sensitivity training session relating to older adults and disabled (both mental and physical) adults.
- c. ADA compliant vehicle availability during all business hours of operation.
- d. Dispatch the vehicle within thirty (30) minutes of the request for service, unless otherwise requested by the participant. No passenger shall wait for no more than sixty minutes (60) minutes for pick up.
 - A minimum of 90% of all one-way trips shall be picked up on-time.
 - A minimum of 90% one-way return trips must meet the same on-time.
- e. All responsibilities and services shall be at no additional cost.

L. **Vendor Qualification Requirements**

1. The contractor must have a minimum of three (3) years of successful experience in providing on-demand services to senior and disabled citizens of a similar nature and complexity (in scope, responsibility and services involved).
2. The contractor's on-demand services must be licensed with the appropriate cities in the Service Areas being bid on. The drivers must be trained and experienced in wheelchair lift service.

M. **Management Reports**

1. Monthly management reports must be submitted with invoices each month. These reports should detail accomplishments and goals related to provision of service. Existing and anticipated problems, with recommendations for resolution, should be described. A complete accounting of all customer complaints, accidents involving injury, and unusual incidents and events also should be included.
2. A monthly statistical report must also be submitted with the invoice and should include the following information:
 - a. Daily number of trips completed
 - b. Daily number of passenger no shows

- c. Daily number of missed trips (vehicle no shows)
- d. Daily number trips later than 15 minutes (15-29 minutes)
- e. Daily number of late trips (30+ minutes late)

KCATA will work with the contractor to finalize report content and format prior to the start-up of services.

- 3. The foregoing non-inclusive list of required reports must be accurate and are time sensitive. All reports and supporting data and records are subject to KCATA review. KCATA has the right to obtain and review random and selected samples of MCD data, trip tickets, etc. to determine the accuracy and reliability of the information provided by the contractor for billing purposes and on-time performance measures.
- 4. The contractor will assist the KCATA in collecting any information and data needed to meet Federal Transit Administration reporting requirements, including NTD reporting.

N. Insurance Requirements

- 1. Contractor shall carry and maintain in force for the duration of the Contract and for the Statute of Limitations, insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
 - a. Commercial General/Garage Liability:
 - 1) \$5,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
 - 2) \$5,000,000 annual aggregate per project or location

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability, Garage Liability, and Independent Contractor's Protection.
 - b. Workers' Compensation and Employer's Liability:
 - 1) Kansas Statutory Workers' Compensation including an all states endorsement
 - 2) Employer's Liability (E.L. and Disease):
 - Bodily Injury by Accident \$1,000,000 Each Accident:
 - Bodily Injury by Disease \$1,000,000 Policy Limit
 - Bodily Injury by Disease \$1,000,000 Each Employee
 - c. Commercial Automobile Liability:

\$5,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles
 - d. Umbrella Liability:

\$5,000,000 per occurrence and aggregate

2. The Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured under the Commercial General Liability and Commercial Automobile Liability policies on a primary and non-contributory basis. The Additional Insured requirement does not create a partnership or joint venture between the County and Contractor under this Contract.
3. Contractor shall also name Kansas City Area Transportation Authority (KCATA), its commissioners, officers, and employees as additional insureds.
4. Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

A copy of the Certificate of Insurance shall also be provided to KCATA.

5. A brief description of the services to be performed, the RFP number, and the required Additional Insured language shall be stated on the Certificate(s) of Insurance in the Description of Operations. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.
6. It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Contractor.

SECTION 3.
PROPOSAL INSTRUCTIONS

3.1 GENERAL INFORMATION

- A. The terms “solicitation” and “Request for Proposals” and “RFP” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. Kansas City Area Transportation Authority (KCATA) is issuing this Request for Proposals (RFP) on behalf of Johnson County, Kansas and Johnson County Transit. KCATA shall be interchangeable with “County,” “Johnson County,” “Johnson County Transit,” and “JCT.”
- C. **Interested firms may submit proposals until 2:00 p.m. on October 9, 2020.** Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108 to the attention of Denise Adams.
- D. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams, KCATA Manager of Procurement, at dadams@kcata.org by the indicated deadline. **The subject line of electronic communications must reference the RFP number.**
- E. No person or entity submitting a proposal in response to this RFP nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of Johnson County’s Board of County Commissioners, KCATA’s Board of Commissioners or any employee of Johnson County or KCATA (excluding KCATA Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Proposer.
- F. **Tax Exempt.** Johnson County and its agencies are exempt from state and local sales tax by K.S.A. 79-3606. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Kansas.
- G. **Safety.** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.
- H. Submitting a proposal constitutes a firm offer for one hundred twenty (120) days from the closing date.
- I. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 RESERVATIONS

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

- B. KCATA reserves the right to make multiple awards if it is in the best interest of the Johnson County, Kansas/Johnson County Transit.
- 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.

3.3 PROPOSER'S RESPONSIBILITIES

- A. By submitting a proposal, the Proposer represents that:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 - 3. It is authorized to transact business in the State of Kansas.
- 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.

3.4 AUTHORIZATION TO PROPOSE

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one (1) 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 (1) authorized member should sign the proposal.

3.5 WITHDRAWAL & INCOMPLETE PROPOSALS

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

3.6 MODIFICATION OF PROPOSALS

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

3.7 UNBALANCED PROPOSALS

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

3.8 PROTESTS

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

3.9 DISCLOSURE OF PROPRIETARY INFORMATION.

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

1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Kansas Open Records Act (K.S.A. 45-215 through 45-223) or the Missouri Sunshine Law (Section 610 of the Revised Statutes of Missouri), the KCATA will notify the Proposers of the request and the Proposers 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 Kansas or Missouri laws. The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

3.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- A. It is the policy of KCATA, Johnson County Transit and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's) and Small Business Enterprises (SBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 2. Create a level playing field on which DBE's/SBE's can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted

contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

C. DBE Goal.

1. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
2. **There is a no DBE goal established for this project.** Certified DBE firms are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by the Kansas Department of Transportation (KDOT). A list of certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>.
3. Firms may also 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 by Kansas Department of Transportation (KDOT). A list of certified firms may be found at www.modot.org/mrcc-directory.
4. MBE and WBE certifications from other agencies will not be considered.

D. DBE Certification.

1. DBE/SBE firms may participate as prime Contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified in their home state and may subsequently apply for inter-state certification.
2. Kansas based firms are certified in a state-wide program administered by the Kansas Department of Commerce at <https://www.kansascommerce.gov/programs-services/minority-women-business-development/kansas-statewide-certification-program/sas>.
3. Missouri based firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA.
4. For more information about DBE certification, and to become certified with the Missouri Regional Certification Committee, please contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

E. 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 DBE is currently certified and is a commercially useful function as defined by the Program.
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; 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 a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a DBE 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 a qualified DBE; and
 - c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

F. **Good Faith Efforts.** Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

1. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. Negotiating in good faith with interested DBEs.
2. It is the 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, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

3. A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

G. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation.** Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

1. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. **Good Cause** - Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. 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
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
3. 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.
4. The Prime Contractor must give the DBE five (5) 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

- A. The intent of the RFP is to encourage submittals that clearly communicate the consultants' qualifications for the Project. Proposals should provide information in a concise, and well written, well organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.
- B. Individual proposals will be accepted for the provision of one (1) or as many of the below service packages as the respondent desires to submit . Proposals will be accepted for the following combined service packages:
- RideKC in Johnson County, Freedom and SWIFT, including Vehicle Maintenance
 - RideKC in Johnson County Microtransit
 - Supplemental Taxi Service
- C. Firms interested in proposing on more than one (1) service package need to only submit one proposal package, but must include all documents (i.e., pricing) specific to each package.
- D. Proposer covenants that at the time of the submission of the proposal Proposer has no other contractual relationships which would create any actual or perceived conflict of interest. Proposer further agrees that during the term of this contract neither Proposer nor any of its employees shall acquire any other contractual relationships which create such a conflict.

4.2 PROPOSAL FORMAT

- A. The originals of all Volumes shall be unbound. All copies of Volumes I and II shall be separately bound and all copies and originals shall have the RFP number and name, the Offeror's identity, volume number and volume title printed on the cover page.
- B. Volumes shall be submitted in the following order:
1. **Volume I: Cost Proposal** – One (1) unbound original and one (1) copy.
 2. **Volume II - Technical Proposal.** One (1) unbound original (labeled/stamped Original) and four (4) copies.
 3. **Volume III – Contractual.** One (1) original of the completed, signed submittals as specified in Section 4.5 below and in Attachment A, "Proposal Checklist."
- C. Documents are not to be spiral or 3-ring bound but must be securely clipped/clamped together.
- D. Proposers are asked to submit a complete copy of their proposal (Volumes I, II and III) in .pdf format on a USB drive, which will be retained by KCATA. Each volume shall be a separate document, and the drive

shall not be password protected. Please include with Volume III.

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

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

- G. The outside of each package shall be clearly marked, “RFP #F20-7046-30A: Johnson County Transit and Scheduling Services.”
- H. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.
- I. All hand deliveries must be made through KCATA’s Shipping/Receiving Department. Please allow ample time to navigate through KCATA’s secured entrance and parking areas.

4.3 VOLUME I – COST PROPOSAL

- A. Proposers are asked to submit a Cost/Price Proposal ***for each service package*** that details all costs associated with the provision of the services as described in Section 2, “Scope of Services.”
- B. A Cost/Price Proposal is included as in a separate document in Excel format (Attachments D-1 and D-2) that are to be completed for each package. Firms are to summarize the cost breakout in the Attachment D that is included directly in the RFP. Both documents must be included in the submittal.
- B. The costs/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.
- C. The Cost/Price Proposal(s) shall be submitted in a separate, sealed envelope and labeled to clearly identify the applicable service package. Proposals may be combined if submitted on more than one or a combined service package. **No price information is to be included in the Technical Proposal.**

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

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional Lists of References
- Resume and background information (please do not include any more than three (3) pages per individual) including lists of employee certifications
- Safety Plans, Training Manuals, 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 Denise Adams, KCATA Manager of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
 - b. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
 - c. A statement that the Project Manager and the key Individuals identified in the Proposal will be available and committed to the contract for its duration and that none of the neither the project manager or key personnel be removed or replaced without the prior notification to and approval of KCATA.
 - d. Identification of parent or affiliated offices that will be available and/or necessary in successfully performing the services specified in this contract.
 - e. State whether the firm is licensed to do business in the state of Kansas or is prepared to become licensed prior to contract award.
 - f. Acknowledgement of Receipt of Addenda (if any).
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 the public transportation modes identified in this RFP. Describe the direct experience administering and operating the service under ADA and FTA guidelines. 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 that contemplated in this RFP. For joint ventures or partnerships, name the other individuals or companies and indicate who was the sponsoring individual or company.
- e. Litigation and Complaints. Provide details for the past five years of any litigation the Proposer, any officer or partner of the firm has been involved in regarding service delivery, service violations, non-compliance, accidents, injuries, or deaths?
- f. 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 that contemplated in this RFP.

6. Key Personnel Experience and Qualifications

- a. List of key personnel that will be associated with this contract, including any subcontractors and the subcontractor proposed work.
- b. This section should demonstrate the direct experience, skills and qualifications of the Proposer's Project Manager and other key personnel in managing and operating fixed-route, on-demand, paratransit and/or microtransit services and in meeting client goals, objectives, and schedules.
- c. Provide resumes for the proposed project manager and other key personnel and discuss the unique qualifications these individuals bring to the project.

- d. Provide the average experience of Proposer's employees (in years) – management and drivers -- in passenger transportation services that will be associated with this project.

7. 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.

8. 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 transit service. Particular attention should be given to policies and practices that ensure quality maintenance, safe driving, responsive and efficient reservations 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, mechanics, 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. Indicate whether drivers are employees or contracted. If utilizing contracted employees, describe the details of the employment contract.
- c. Companies shall outline safety procedures which must include safety standards and protocols consistent with safety requirements by the Federal Transit Administration (FTA). The content of the company's safety procedures shall meet the minimum safety

performance standards, practices, or protocols in use for fixed route, on-demand, paratransit and/or microtransit service, number, and frequency of pre-trip vehicle inspections.

- d. Provide copies of safety plans, training manuals (including list of courses provided and any certification that may be obtained), and other information that supports your management and operations plan for transportation service and vehicle maintenance.
- e. Describe the training and certifications that your vehicle and/or facilities maintenance staff has achieved and is available to new employees.

f. Subcontractor Utilization Plan.

- 1) Subcontractors (not including contract employees) must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Services to be performed on this project
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

- 2) 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."

9. **For Firms Proposing Other than RideKC Johnson County (Commuter Express).** Additional information to provide includes:

- a. 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.

b. Fleet Management

- 1) This section should provide a description of the vehicles that would be used for this service in accordance with specifications included in this RFP. Marketing materials from the manufacturer with photos of the types of vehicles proposed may also be provided.
- 2) This section should identify and describe supervisory and other non-revenue vehicles that will be used in performing the services.
- 3) Discuss the revenue vehicle preventive and corrective maintenance program, including daily inspections, preventive maintenance, repairs (including accident repairs), and vehicle cleaning.

c. Automated Systems and Provision of Trips

- 1) 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.
- 2) 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.
- 3) A critical component of this contract is to use the AVL/MDC technology to process trips. One hundred percent (100%) 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 provider will fulfill this requirement.
- 4) An RFP for scheduling software and services is being issued for a contract to be effective January 1, 2021. KCATA will work with the selected Contractor to implement any changes needed.

10. **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.

4.5 VOLUME III – CONTRACTUAL

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) most recent years of financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. **Proposal Bond.** The required Proposal Bond in the amount of *five percent (5.0%) of the total amount of the three-year Base Contract (Part A of Cost Proposal – Attachment D)* is to be included in Volume III. The bond shall be issued by a surety company licensed to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent. Said guarantee shall be made payable to the Board of County Commissioners of Johnson County, Kansas.
- D. **Proposer Status and Affirmative Action.**
 1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA/Johnson County Transit 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. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual.** One (1) original is required of each.
 - a. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
 - b. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
 - d. Current IRS Form W9.
6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.

E. Debarment.

1. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."
2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

F. Lobbying.

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if

there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

G. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the “Receipt of Addenda” form that will be issued with Addendum #1.

H. **Complete Proposal Documents.** Include the jump drive or CD of the complete proposal (see Section 4.2.D).

4.6 PROPOSAL EVALUATIONS

A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet KCATA’s requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that “standard procedures will be employed” are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.

B. Technical proposals will first be reviewed by KCATA for responsiveness. To be responsive, proposals must contain all required forms, meet the RFP requirements to KCATA’s satisfaction, and provide the requested information. Failure to submit the required forms, meet the RFP requirements, or provide the requested information may cause the proposal to be deemed as non-responsive. Failure to provide the required Proposal Bond will deem your proposal to be non-responsive and is not a correctible deficiency.

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

1. **Operating Plan and Procedures, as applicable to the type of service proposed, and Overall Responsiveness to the RFP.** Shall include:

- Program Management
- Resources (local, regional or national) available to firm to complete the service package
- Fleet Management
- Safety Plan
- Facility – Size, Location, Accessibility to Service Location
- Automated Systems and Provisions of Trips
- Mobile Applications
- Subcontractor Utilization Plan (if applicable)
- Indicates a good understanding of the service requirements based on responses to questions and information provided.

2. **Quality, Experience and Past Performance of Firm and Proposed Key Personnel.** Proposers should assume that these items may be considered:

- Experience and qualifications of the specific personnel that shall be assigned and committed to the project for its duration to the service package as outlined in the RFP. Also considers the specific involvement of those persons in service packages proposed.
- Successful demonstration of experience and depth of knowledge of the firm in operations and management of transit services, including fixed route, paratransit and/or microtransit.
- Experience in providing quality vehicle maintenance services on transit fleets equivalent to the sample fleet inventory provided.
- Recommendations and Comments regarding past performance from client references provided by Proposer and subcontractors.

3. **Cost/Price Proposal.**

4.7 PRESENTATIONS/INTERVIEWS/WRITTEN RESPONSES

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

4.8 CONSULTANT SELECTION

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm.
- B. The highest ranked firm(s) may be asked to provide a Best and Final Offer (BAFO) Cost/Price Proposal. This is not required, and Proposer's are encouraged to provide their best pricing with their proposal submittal.
- C. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to Johnson County's Board of County Commissioners for final authorization. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will enter into negotiations with the subsequent firms/teams.

4.9 CONTRACT AWARD

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST
DOCUMENT/FORM REQUIREMENTS

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

Volume I: Cost Proposal:

- One (1) unbound original and one (1) unbound copy in a separate, sealed envelope and clearly marked as “Volume I – Cost Proposal” and include the Excel spreadsheets of the Cost Breakout and the Summary Pages (Attachments D-1 and D-2). *A Separate Cost/Price Proposal must be submitted for each package submittal.*

Volume II: Technical Proposal:

- One (1) unbound original and four (4) copies

Volume III: Contractual (One set of originals):

- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment G-1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment G.2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, if applicable (Subcontractors)
- Attachment H.1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment H.2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying (Subcontractors)
- Attachment I Letter of Intent to Subcontract with DBE Firms (required only if using DBE Subcontractors)
- Proposal Bond in the amount of 5.0% of Three-Year Total Proposal Amount (Attachment D – Part A).
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)
- Complete set of Proposal documents (Volumes I, II and III) in .pdf format on USB drive

ATTACHMENT B

SAMPLE AGREEMENT

CONTRACT #20-7046-30A JOHNSON COUNTY TRANSIT SERVICES

The executed contract will be between Johnson County and Contractor(s). A sample of the proposed contract will be issued via an Addendum to include amongst its terms and conditions the following:

1. **Termination for Convenience.** The County reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.
2. **Nonappropriation.** The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.
3. **Nondiscrimination in Employment.** In accordance with K.S.A. 44-1030, the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, sex, religion or creed, age, disability, pregnancy, ancestry or national origin, military status or membership or service in the military;

In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;

If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

4. **Governing Law and Venue.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas, and the District Court of Johnson County, Kansas shall have jurisdiction over any controversy or claim arising out of, or relating to, the contractual agreements or their performance or interpretation.
5. **Hold Harmless.** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners of Johnson County, Kansas, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter "claims"). Without limiting the generality of the foregoing, any and all such claims, relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
6. **Right to Examine and Audit Records.** The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.
7. **Tax Clearance for Taxes Owed to Local Governments.** The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

The following FTA Required Federal Clauses will become part of that contract.

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED CONTRACT TERMS AND CONDITIONS**

1. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the

Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

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

2. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (26) dated October 1, 2019), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

3. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

4. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
- B. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- C. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- D. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

5. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. **There is no DBE Goal established for this procurement.**
- C. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- D. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
1. Good Cause. Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. 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
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. 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
 - f. The DBE subcontractor is not a responsible contractor; or

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

6. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

7. DISPUTE RESOLUTION

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

8. EMPLOYEE PROTECTIONS.

A. Employee Protections – General.

1. Contract Work Hours and Safety Standards Act.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (40 U.S.C. § 3701-3708 *et seq* and supplemented by Department of Labor (DOL) Regulations 29 CFR part 5)
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
- d. Safety Standards. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3704, and its implementing U.S. Department of Labor regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.
- e. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 5 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

- B. Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. §

5333(b), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this Contract.

- C. **Public Transportation Employee Protective Arrangements for Elderly and Disabled Transportation.** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this Contract, the Contractor agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter. The Contractor agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

9. ENVIRONMENTAL REGULATIONS

- A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

10. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

12. LOBBYING RESTRICTIONS

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

13. PRIVACY ACT REQUIREMENTS

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

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or

to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

15. RECORD RETENTION AND ACCESS

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

16. SEAT BELT USE POLICY

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

17. SEVERABILITY

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

18. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.
- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

3. The following provisions if included in this Contract:

ADA Access Requirements
Changes
Civil Rights
Conflicts of Interest
Debarment and Suspension
Disadvantaged Business Enterprise (DBE)
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Protections
Environmental Regulations
Federal Changes
Fraud and False or Fraudulent Statements or Related Acts
Incorporation of FTA Terms
Lobbying
Privacy Act Requirements
Prohibited Interests
Record Retention and Access
Seat Belt Use Policy
Subcontractors
Texting While Driving and Distracted Driving
Transit Operation Restrictions
General Provisions

F. Subcontractor Payments.

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

6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.
- G. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- H. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- I. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

19. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

20. TRANSIT OPERATIONS RESTRICTIONS

- A. **Charter Service Operation.** The Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.
- B. **Alcohol Misuse and Prohibited Drug Use.**
 1. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 2. If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
- C. **School Bus Operations.** The Contractor will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. § 5323 (f) or (g).
- D. **Reporting Requirements.** The Contractor agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required to FTA's national transit database. The Contractor shall submit the requested.

Contractor's Initials _____

County Initials _____

ATTACHMENT C
JOHNSON COUNTY TRANSIT INVENTORY

Asset Category	Description	Asset Sub Category	Asset Sub Element	Purchased Date	Replacement Date
Vehicles	2005 Ford/Goshen/Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/25/2005	8/23/2012
Vehicles	2005 Ford/Goshen/Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/25/2005	8/23/2012
Vehicles	2006 Ford/Diamond Cutaway	Revenue Vehicles	Bus (30 ft) - Diesel	3/13/2006	3/11/2013
Vehicles	2006 Ford/Diamond Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	3/28/2006	3/26/2013
Vehicles	2007 Ford/Eldorado Aerotech	Revenue Vehicles	Bus (<30 ft) - Diesel	7/25/2007	7/23/2014
Vehicles	2012 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	2/7/2012	2/5/2019
Vehicles	Ford Transit Connect	Revenue Vehicles	Medium-Duty Van	6/12/2012	6/11/2016
Vehicles	Ford Transit Connect	Revenue Vehicles	Medium-Duty Van	6/12/2012	6/11/2016
Vehicles	Ford Transit Connect	Revenue Vehicles	Medium-Duty Van	6/12/2012	6/11/2016
Vehicles	2013 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	5/8/2013	5/6/2020
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2011 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	7/27/2011	7/25/2018
Vehicles	2011 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	7/27/2011	7/25/2018
Vehicles	2011 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	7/27/2011	7/25/2018
Vehicles	2011 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	7/27/2011	7/25/2018
Vehicles	2012 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	2/7/2012	2/5/2019
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2009 Star Trans 20 Passenger Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/26/2009	8/24/2016
Vehicles	2007 Ford/Eldorado Aerotech	Revenue Vehicles	Bus (<30 ft) - Diesel	8/22/2007	8/20/2014
Vehicles	2007 Ford/Eldorado Aerotech	Revenue Vehicles	Bus (<30 ft) - Diesel	8/22/2007	8/20/2014
Vehicles	2008 Ford /Starcraft Allstar	Revenue Vehicles	Bus (<30 ft) - Diesel	6/13/2008	6/12/2015
Vehicles	2008 Ford/El Dorado Aerotech	Revenue Vehicles	Bus (<30 ft) - Diesel	6/6/2008	6/5/2015
Vehicles	2008 Ford/El Dorado Aerotech	Revenue Vehicles	Bus (<30 ft)	6/6/2008	6/5/2015
Vehicles	2008 Ford/El Dorado Aerotech	Revenue Vehicles	Bus (<30 ft) - Diesel	6/6/2008	6/5/2015
Vehicles	2014 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	11/1/2013	10/30/2020
Vehicles	2014 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	11/1/2013	10/30/2020
Vehicles	2014 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	11/1/2013	10/30/2020
Vehicles	2014 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	11/1/2013	10/30/2020
Vehicles	2014 Ford/Diamond Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/4/2014	8/2/2021
Vehicles	2014 Ford/Diamond Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/6/2014	8/4/2021
Vehicles	2014 Ford/Diamond Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/6/2014	8/4/2021
Vehicles	2014 Ford/Diamond Cutaway	Revenue Vehicles	Bus (<30 ft) - Diesel	8/11/2014	8/9/2021
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	10/20/2015	10/18/2022
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/11/2011	5/9/2018
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/18/2011	5/16/2018
Vehicles	2015 Ford/El Dorado Aerotech 220	Revenue Vehicles	Bus (<30 ft) - Diesel	5/18/2011	5/16/2018
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/18/2011	5/16/2018
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/18/2011	5/16/2018
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/18/2011	5/16/2018
Vehicles	Champion 24' CNG low-floor cutaways	Revenue Vehicles	Bus (<30 ft) - CNG	5/18/2011	5/16/2018
Vehicles	2001 Gillig - 35ft. Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	10/15/2001	10/12/2013

Vehicles	2001 Gillig - 35ft. Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	10/15/2001	10/12/2013
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 35' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	1999 Ford Explorer	Non-Revenue Vehicles	Automobile	12/18/1998	12/17/2003
Vehicles	2003 Ford F350 4X4 pickup Flatbed	Non-Revenue Vehicles	-		
Vehicles	2005 Ford F350 4X4 pickup	Non-Revenue Vehicles	-	2/18/2005	2/17/2012
Vehicles	2005 Ford/Goshen/Cutaway	Revenue Vehicles	Heavy-Duty Van	8/25/2005	8/23/2012
Vehicles	2006 Ford Escape Hybrid	Non-Revenue Vehicles	Automobile	2/28/2006	2/27/2011
Vehicles	2006 Ford Escape Hybrid	Non-Revenue Vehicles	Automobile	2/28/2006	2/27/2011
Vehicles	2008 Ford F350 4X4 Pickup	Non-Revenue Vehicles	-	3/7/2008	3/6/2015
Vehicles	1993 RTS - 40 ft Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	4/1/1993	3/29/2005
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 30ft. Passenger Coach	Revenue Vehicles	Bus (<30 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	1996 Gillig - 40ft. Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	5/1/1996	4/28/2008
Vehicles	2000 Gillig - 35ft. Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	10/15/2000	10/12/2012
Vehicles	2000 Gillig - 35ft. Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	10/15/2000	10/12/2012
Vehicles	2000 Gillig - 35ft. Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	10/15/2000	10/12/2012
Vehicles	2001 Van Hool C2045L-Used	Non-Revenue Vehicles	Medium-Duty Van	3/23/2009	3/20/2021
Vehicles	2006 Gillig - 35' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 35' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2006 Gillig - 35' Passenger Coach	Revenue Vehicles	Bus (<35 ft) - Diesel	1/3/2006	12/31/2017
Vehicles	2007 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	9/18/2007	9/15/2019
Vehicles	2007 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	9/18/2007	9/15/2019
Vehicles	2007 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	9/18/2007	9/15/2019
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2009 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	8/17/2009	8/14/2021
Vehicles	2011 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	12/28/2010	12/25/2022
Vehicles	2011 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	12/28/2010	12/25/2022
Vehicles	2011 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	12/28/2010	12/25/2022
Vehicles	2011 Gillig - 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	12/28/2010	12/25/2022
Vehicles	2012 MCI 45' OTR	Revenue Vehicles	Bus (40 ft) - Diesel	8/5/2011	8/2/2023
Vehicles	2013 Gillig - 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025

Vehicles	2013 Gillig- 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 40' Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 40' Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 40' Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 40' Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2013 Gillig- 29' BRT Passenger Coach	Revenue Vehicles	BRT Vehicle	2/28/2013	2/25/2025
Vehicles	2014 MCI 45' OTR	Revenue Vehicles	Bus (40 ft) - Diesel	10/7/2013	10/4/2025
Vehicles	2015 Gillig- 29' CNG BRT Passenger Coach	Revenue Vehicles	Bus (<30 ft)	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 29' CNG BRT Passenger Coach	Revenue Vehicles	Bus (<30 ft)	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 29' CNG BRT Passenger Coach	Revenue Vehicles	Bus (<30 ft)	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 29' Passenger Coach	Revenue Vehicles	Bus (<30 ft)	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 29' Passenger Coach	Revenue Vehicles	Bus (<30 ft)	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	6/12/2014	6/9/2026
Vehicles	2015 Gillig- 40' Passenger Coach	Revenue Vehicles	Bus (40 ft) - Diesel	6/12/2014	6/9/2026
Vehicles	2015 MCI 45' OTR	Revenue Vehicles	Bus (40 ft) - Diesel	12/29/2014	12/26/2026
Vehicles	2015 MCI 45' OTR	Revenue Vehicles	Bus (40 ft) - Diesel	5/29/2015	5/26/2027
Vehicles	Engine Rebuild	Equipment / Parts	-		
Vehicles	Lift-U Wheelchair Lift	Equipment / Parts	-	12/13/2004	12/13/2004
Vehicles	Lift-U Wheelchair Lift	Equipment / Parts	-	12/13/2004	12/13/2004
Stations	Bus Shelter (3)/Bike Rack (2)	Access	Concrete		
Stations	Bus Shelter/Bike Rack/Bike Locker	Access	Concrete		
Stations	Bus Shelter/Bike Rack/Bike Locker	Access	Concrete		
Stations	Bus Shelter/Bike Rack/Bike Locker	Access	Concrete		
Stations	Bus Shelter/Bike Rack/Bike Locker	Access	Concrete		
Stations	Bus Shelter	Access	Concrete		
Stations	Bus Shelter	Access	Concrete		
Stations	Bus Stop Shelter w/holders (11)	Access	Concrete		
Stations	Bus Stop Shelter w/holders (6)	Access	Concrete		
Stations	Bus Stop Shelter (2)	Access	Concrete		
Stations	Stop Signposts-Flag (Connex-Tiger)	Access	Concrete		
Stations	Stop Signposts-mounting pole (Connex-Tiger)	Access	Other		
Stations	Trash Can/Plastic	Access	Other		
Stations	Trash Can/Concrete	Access	Other		
Stations	Trash Can Lid/Plastic	Access	Other		
Stations	Trash Can Lid/Concrete	Access	Other		
Stations	Trash Can Liner/Concrete	Access	Other		
Stations	Bike Rack	Access	Other		
Stations	Acrylic Shelter Panels	Access	Other		
Stations	Set Diffuser Film	Access	Other		
Stations	Fasteners Shelter	Access	Other		
Systems	Spare Fare Box	ITS	Fareboxes		
Systems	Spare Fare Box	ITS	Fareboxes		
Systems	Spare Fare Box	ITS	Fareboxes		
Systems	Spare Fare Box	ITS	Fareboxes		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		

Systems	Spare Radio	Communications	Bus Radio		
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Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Radio	Communications	Bus Radio		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Spare Mobile Data Computers	ITS	-		
Systems	Pivot Plate Assy 14" for Bike Rack	ITS		9/20/1996	9/20/1996
Systems	Slide-In Bracket Piece for Rack	ITS		9/20/1996	9/20/1996
Systems	Bike Racks for Cutaways	ITS			
Systems	GFI Odyssey Farebox (32) - Part of 48 Listed Above	ITS	Fareboxes	12/27/2002	12/27/2002
Systems	GFI Odyssey Farebox (10) - Part of 48 Listed Above	ITS	Fareboxes	12/15/2003	12/15/2003
Systems	GFI Odyssey Farebox (2) - Part of 48 Listed Above	ITS	Fareboxes	12/30/2004	12/30/2004
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Systems	2000 FGFI Odyssey Farebox - From KCATA	ITS	Fareboxes	6/2/2010	6/2/2010
Facilities	Portable Radio	Equipment		5/16/1991	5/16/1991
Facilities	Portable Radio	Equipment		5/16/1991	5/16/1991
Facilities	Pro-Link Diagnostic Printer	Equipment		5/14/1993	5/14/1993
Facilities	Pro-Link Ford System Cartridge	Equipment		5/15/1993	5/15/1993
Facilities	Pro-Link Diagnostic Reader	Equipment		5/16/1993	5/16/1993
Facilities	Install Kit for Bike Racks	Equipment		9/20/1996	9/20/1996
Facilities	Mobile Lift System GRAY (set of 4)	Equipment		12/27/2013	12/27/2013
Facilities	Mobile Lift System GRAY (set of 4)	Equipment		12/27/2013	12/27/2013
Facilities	Mobile Lift System GRAY (set of 4)	Equipment		12/27/2013	12/27/2013
Facilities	Mobile Lift System GRAY (set of 4)	Equipment		12/27/2013	12/27/2013
Facilities	Tire Changer, Heavy Duty Bus	Equipment		11/20/1996	11/20/1996
Facilities	Tire Spreader Repair Station	Equipment		11/20/1996	11/20/1996
Facilities	Wheel Adapter Kit	Equipment		11/20/1996	11/20/1996

Facilities	Wheel Balancer	Equipment		11/20/1996	11/20/1996
Facilities	Ford update Cartridge	Equipment		3/9/2000	3/9/2000
Facilities	Deskpro 6000	Equipment		1/21/1998	1/21/1998
Facilities	Professional SurgeArrest	Equipment		1/21/1998	1/21/1998
Facilities	Prosignia 200 6/233	Equipment		1/21/1998	1/21/1998
Facilities	Hydraulic Press Tool Kit	Equipment		7/26/2000	7/26/2000
Facilities	Air Compressor for service truck	Equipment		7/27/2000	7/27/2000
Facilities	Charger System 1500	Equipment		7/27/2000	7/27/2000
Facilities	Jack (20 ton)	Equipment		7/27/2000	7/27/2000
Facilities	Generator	Equipment		7/28/2000	7/28/2000
Facilities	Hydraulic Press	Equipment		8/1/2000	8/1/2000
Facilities	Norco High Lift Wheel Dolly	Equipment		12/6/2000	12/6/2000
Facilities	Rotary Colum Lifts (4)(red)	Equipment		12/6/2000	12/6/2000
Facilities	Rotary Medium Height Jack Stands (4)	Equipment		12/6/2000	12/6/2000
Facilities	Rotary Tall Jack Stands (4)(yellow)	Equipment		12/6/2000	12/6/2000
Facilities	Chrysler Scan Tool & Cartridge	Equipment		1/25/2001	1/25/2001
Facilities	Recycle Air Condition Machine	Equipment		3/21/2001	3/21/2001
Facilities	Sefac Lifts AU412	Equipment		5/1/2001	5/1/2001
Facilities	Workbenches with vice (6)	Equipment		7/1/2001	7/1/2001
Facilities	Snorkel 20' scissor lift	Equipment		12/6/2001	12/6/2001
Facilities	Truck Wheel Balancer	Equipment		10/3/2002	10/3/2002
Facilities	Bus Lift (yellow hydraulic)	Equipment			
Facilities	Bus Lift (yellow hydraulic)	Equipment			
Facilities	Bus Lift (yellow hydraulic)	Equipment			
Facilities	Bus Lift (yellow hydraulic)	Equipment			
Facilities	Diagnostic Reader (Cartridge)	Equipment			
Facilities	Diagnostic Reader (Cartridge)	Equipment			
Facilities	Diagnostic Reader (Cartridge)	Equipment			
Facilities	Filter Crusher	Equipment			
Facilities	Gillig Adapter for Cartridge	Equipment			
Facilities	Gillig Cartridge	Equipment			
Facilities	Gillig Cartridge	Equipment			
Facilities	Hydraulic Lift/Jack	Equipment			
Facilities	Hydraulic Lift/Jack	Equipment			
Facilities	Hydraulic Lift/Jack	Equipment			
Facilities	Hydraulic Lift/Jack	Equipment			
Facilities	GRAY Jack Stands (8)	Equipment			
Facilities	Jack Stands (4 blue)	Equipment			
Facilities	Jack Stands (4 small yellow)	Equipment			
Facilities	Luminator - GTI message writer	Equipment			
Facilities	Luminator - MTU Volt Operation	Equipment			
Facilities	Rotary Colum Lifts (4)	Equipment			
Facilities	Impact lug nut gun model 800NGX-2	Equipment		8/24/2004	8/24/2004
Facilities	DEWALT RIP. SAW	Equipment		1/1/2002	1/1/2002
Facilities	SKILL SAW	Equipment		1/1/2002	1/1/2002
Facilities	VAIRABLE SPEED DREMEL	Equipment		1/1/2002	1/1/2002
Facilities	SKILL JIG SAW	Equipment		1/1/2002	1/1/2002
Facilities	18 VOLT DEWALT DRILL	Equipment		1/1/2002	1/1/2002
Facilities	2-18V BATTERIES	Equipment		1/1/2002	1/1/2002
Facilities	RIDGID K-50 SEAWER MACH	Equipment		1/1/2002	1/1/2002
Facilities	PROTO SOCKET SET	Equipment		1/1/2002	1/1/2002
Facilities	GREENLEE KNOC OUT SET	Equipment		1/1/2002	1/1/2002
Facilities	MORSE HOLE SAW KIT	Equipment		1/1/2002	1/1/2002
Facilities	STANDERD WRENCH SET	Equipment		1/1/2002	1/1/2002
Facilities	DEWALT THEMOMETER	Equipment		1/1/2002	1/1/2002

Facilities	FUSE PULLER	Equipment	1/1/2002	1/1/2002
Facilities	ZIRCON STUD FINDER	Equipment	1/1/2002	1/1/2002
Facilities	BASIN WRENCH	Equipment	1/1/2002	1/1/2002
Facilities	ARROW GLUE GUN	Equipment	1/1/2002	1/1/2002
Facilities	COLEMAN FLASHLIGHT	Equipment	1/1/2002	1/1/2002
Facilities	CHALKLINE REEL	Equipment	1/1/2002	1/1/2002
Facilities	BLADE WOOD BIT SET	Equipment	1/1/2002	1/1/2002
Facilities	PRY BAR	Equipment	1/1/2002	1/1/2002
Facilities	SHEET ROCK SAW	Equipment	1/1/2002	1/1/2002
Facilities	FILE SET	Equipment	1/1/2002	1/1/2002
Facilities	4 FOOT LEVEL	Equipment	1/1/2002	1/1/2002
Facilities	2 FOOT LEVEL	Equipment	1/1/2002	1/1/2002
Facilities	RIDGID PIPE WRENCH 10"	Equipment	1/1/2002	1/1/2002
Facilities	RIDGID PIPE WRENCH 18"	Equipment	1/1/2002	1/1/2002
Facilities	FLEX CUTTER	Equipment	1/1/2002	1/1/2002
Facilities	3LB SLEDGEHAMMER	Equipment	1/1/2002	1/1/2002
Facilities	20oz FRAMMING HAMMER	Equipment	1/1/2002	1/1/2002
Facilities	CHUALK GUN	Equipment	1/1/2002	1/1/2002
Facilities	DRILL BIT INDEXO	Equipment	1/1/2002	1/1/2002
Facilities	TOOLBOX	Equipment	1/1/2002	1/1/2002
Facilities	6-FOOT STEP LADDER	Equipment	1/1/2002	1/1/2002
Facilities	PVC KNIFE CUTTER	Equipment	1/1/2002	1/1/2002
Facilities	COPPER CUTTING KIT	Equipment	1/1/2002	1/1/2002
Facilities	SLOAN STRAP WRENCH	Equipment	1/1/2002	1/1/2002
Facilities	COMPOUND SQUARE	Equipment	1/1/2002	1/1/2002
Facilities	PAPPER TAPE MACHINE	Equipment	1/1/2002	1/1/2002
Facilities	4 FOOT LADDER	Equipment	1/1/2002	1/1/2002
Facilities	SAWHORSES	Equipment	1/1/2002	1/1/2002
Facilities	WIRE TIE CUTTER	Equipment	1/1/2002	1/1/2002
Facilities	TREE PRUNNERS	Equipment	1/1/2002	1/1/2002
Facilities	CURRENT TRACER	Equipment	1/1/2002	1/1/2002
Facilities	DOT MATRIX PRINTER	Equipment	5/1/2002	5/1/2002
Facilities	JOHN DEERE SNOW BL;OWER	Equipment	10/1/2002	10/1/2002
Facilities	SALT SPREADER	Equipment	10/1/2002	10/1/2002
Facilities	7.6 FOOT SNOWPLOW	Equipment	10/1/2002	10/1/2002
Facilities	V BOX SALT SPREADER	Equipment	10/1/2002	10/1/2002
Facilities	SALTY DOG SALT SPREADER - 2 cubic yards	Equipment	10/1/2014	10/1/2014
Facilities	TOILET HAND SNAKE	Equipment	1/1/2003	1/1/2003
Facilities	HAND DOLLY	Equipment	1/1/2003	1/1/2003
Facilities	FIRMICA SCORING TOOL	Equipment	2/1/2003	2/1/2003
Facilities	FIRMICA ROLLER	Equipment	2/1/2003	2/1/2003
Facilities	FIRMICA SNIPS	Equipment	2/1/2003	2/1/2003
Facilities	HAND PLANER	Equipment	5/1/2003	5/1/2003
Facilities	PVC SAW	Equipment	6/1/2003	6/1/2003
Facilities	BENZOMATIC TORCH	Equipment	6/1/2003	6/1/2003
Facilities	CONDUIT BENDER	Equipment	10/1/2003	10/1/2003
Facilities	DW6184PLUNGE R BASE	Equipment	2/1/2004	2/1/2004
Facilities	WET/DRY VAC	Equipment	2/1/2004	2/1/2004
Facilities	RIDGID COPPER PIPE CUTTER	Equipment	3/1/2004	3/1/2004
Facilities	DREMEL ACC. KIT	Equipment	5/1/2004	5/1/2004
Facilities	HOTZY POWER WASHER	Equipment	6/1/2004	6/1/2004
Facilities	HOTZY HOSE	Equipment	6/1/2004	6/1/2004
Facilities	HOSE REEL	Equipment	11/1/2004	11/1/2004
Facilities	DEWALT ORBITAL SANDER	Equipment	12/1/2004	12/1/2004
Facilities	1/2" ROUTER BIT SET	Equipment	12/1/2004	12/1/2004

[illegible]

Facilities	Computer Laptop	Equipment	Software	12/19/2011	12/19/2011
Facilities	Computer Laptop	Equipment	Software	12/19/2011	12/19/2011
Facilities	Computer Laptop	Equipment	Software	12/19/2011	12/19/2011
Facilities	Computer Laptop	Equipment	Software	12/16/2009	12/16/2009
Facilities	Computer Laptop	Equipment	Software	12/16/2009	12/16/2009
Facilities	Computer Laptop	Equipment	Software	7/16/2010	7/16/2010
Facilities	Computer Laptop	Equipment	Software		
Facilities	LazyBoy Chair	Equipment			
Facilities	LazyBoy Chair	Equipment			
Facilities	Tables for Training Room	Equipment			
Facilities	SBC Conference Call Center	Equipment		2/5/2006	2/5/2006
Facilities	Panasonic 27" Combination VCR	Equipment		7/2/2001	7/2/2001
Facilities	GE MICROWAVE OVEN (Drivers)	Equipment		7/2/2001	7/2/2001
Facilities	GE Refrigerator (Maintenance)	Equipment		5/17/2006	5/17/2006
Facilities	GE MICROWAVE OVEN (Maintenance)	Equipment		7/2/2001	7/2/2001
Facilities	GE Refrigerator (Drivers)	Equipment		7/2/2001	7/2/2001
Facilities	Building Maintenance	Equipment			
Facilities	Walker Reach Stacker	Equipment		2/23/2006	2/23/2006
Facilities	STRIPE IT MACHINE	Equipment		5/1/2005	5/1/2005
Facilities	HVAC MANIFOLD	Equipment		6/1/2005	6/1/2005
Facilities	JOHN DEERE GATOR	Equipment		7/1/2005	7/1/2005
Facilities	FLUKE 83V METER	Equipment		10/1/2005	10/1/2005
Facilities	DOORKNOB INSTALATION KIT	Equipment		10/1/2005	10/1/2005
Facilities	7.6 FOOT SNOWPLOW	Equipment		10/1/2005	10/1/2005
Facilities	7' 6" Boss Super Duty Snowplow w/deflector	Equipment		10/1/2013	10/1/2013
Facilities	8"6" Boss Snowplow w/plow wings & deflector	Equipment		11/1/2011	11/1/2011
Facilities	RIGHT ANGLE SNIPS	Equipment		11/1/2005	11/1/2005
Facilities	LEFT ANGLE SNIPS	Equipment		11/1/2005	11/1/2005
Facilities	STRAIGHT SNIPS	Equipment		11/1/2005	11/1/2005
Facilities	WISE GRIP SET	Equipment		12/1/2005	12/1/2005
Facilities	JAW GEAR PULLER	Equipment		12/1/2005	12/1/2005
Facilities	COLD CHISSEL SET	Equipment		12/1/2005	12/1/2005
Facilities	BOLT CUTTERS	Equipment		12/1/2005	12/1/2005
Facilities	JCT Property/Land	Equipment			
Facilities	10 Base-T Cat 5 Snagless Patch 14	Equipment		1/21/1998	1/21/1998
Facilities	10 Base-T Cat 5 Snagless Patch 50	Equipment		1/21/1998	1/21/1998
Facilities	10 Base-T Cat 5 Snagless Patch 7	Equipment		1/21/1998	1/21/1998
Facilities	4GB Dat Drive Internal Surestore 5000i	Equipment		1/21/1998	1/21/1998
Facilities	2002 John Deere tractor	Equipment			
Facilities	7/8/14 John Deere Tractor Front Forks	Equipment		7/8/2014	7/8/2014
Facilities	Tommy lift gate	Equipment		4/4/2000	4/4/2000
Facilities	Utility Box - Truck Side mount	Equipment		7/26/2000	7/26/2000
Facilities	Generator behind bus wash bldg.	Equipment		7/1/2001	7/1/2001
Facilities	Generator for main bldg.	Equipment		7/1/2001	7/1/2001
Facilities	Air Compressor for bus wash	Equipment			
Facilities	Air Compressor for Maintenance Bldg.	Equipment			
Facilities	Motorola Radio Base Station	Equipment		5/16/1991	5/16/1991
Facilities	Radio Receiver Fixed/Antenna	Equipment		5/21/1993	5/21/1993
Facilities	Radio cable	Equipment		7/11/1996	7/11/1996
Facilities	Motorola Radio Base Station	Equipment			
Facilities	Office Equipment	Equipment			
Facilities	Dell Laptop	Equipment		8/17/2005	8/17/2005
Facilities	Shredder	Equipment			

Facilities	Shredder	Equipment			
Facilities	Ricoh Aficio 2075 Copier	Equipment		1/10/2006	1/10/2006
Facilities	SBC Conference Call Center	Equipment		2/5/2006	2/5/2006
Facilities	SBC Conference Call Center	Equipment		2/5/2006	2/5/2006
Facilities	SBC Conference Call Center	Equipment		2/5/2006	2/5/2006
Facilities	NEC Monitor	Equipment		1/23/1998	1/23/1998
Facilities	MAG Monitor	Equipment		1/23/1998	1/23/1998
Facilities	MAG Monitor	Equipment		1/23/1998	1/23/1998
Facilities	Dell Laptop	Equipment		12/15/2004	12/15/2004
Facilities	Dell Laptop	Equipment		12/15/2004	12/15/2004
Facilities	Digital Copier W/Finisher	Equipment		1/23/2001	1/23/2001
Facilities	Echeck Adapter	Equipment			
Facilities	ABS - PTMS 6.1 software upgrade	Equipment		1/21/1998	1/21/1998
Facilities	Carbon Copy 32	Equipment		1/21/1998	1/21/1998
Facilities	Carbon Copy 32	Equipment		1/21/1998	1/21/1998
Facilities	Microsoft Press WinNT Server V.4	Equipment		1/21/1998	1/21/1998
Facilities	Multiport Micro Hub 8-port	Equipment		1/21/1998	1/21/1998
Facilities	Multisync E500	Equipment		1/21/1998	1/21/1998
Facilities	Multisync E700	Equipment		1/21/1998	1/21/1998
Facilities	Norton Antivirus 4.0	Equipment		1/21/1998	1/21/1998
Facilities	Norton Antivirus 4.0	Equipment		1/21/1998	1/21/1998
Facilities	Office Standard 97	Equipment		1/21/1998	1/21/1998
Facilities	Smart UPS 1000Net	Equipment		1/21/1998	1/21/1998
Facilities	Sportster 56K Int	Equipment		1/21/1998	1/21/1998
Facilities	Sportster 56K Int	Equipment		1/21/1998	1/21/1998
Facilities	HP DesignJet 1055cm plus	Equipment		12/15/2006	12/15/2006
Facilities	HP Laptop (Luminator)	Equipment		11/14/2006	11/14/2006
Facilities	Canon C7260 Color Copier	Equipment		8/26/2014	8/26/2014
Facilities	Breakroom/ Exercise EQUIPMENT	Equipment			
Facilities	Frigidaire Freezer	Equipment		7/2/2001	7/2/2001
Facilities	GE MICROWAVE OVEN (JCT)	Equipment		7/2/2001	7/2/2001
Facilities	GE Refrigerator (JCT)	Equipment		7/2/2001	7/2/2001
Facilities	GE Easy Touch Can Opener	Equipment		7/2/2001	7/2/2001
Facilities	Toaster	Equipment		7/2/2001	7/2/2001
Facilities	Crock Pot	Equipment			

**ATTACHMENT D
COST/PRICE PROPOSAL**

Proposers shall complete the Cost Breakout Forms provided in Excel format (**Attachment D-1 and D-2**) for the type of service they are providing. The Cost Proposals shall be submitted in a separate, sealed envelope with the words "Volume I Cost Proposal -- Service Package (Name)" clearly labeled on the outside. If submitting a combined proposal for RideKC in Johnson County, Ride KC Freedom in Johnson County and SWIFT (including Vehicle Maintenance Service) the proposals may be submitted in the same envelope.

Firms are required to submit this form and the completed Excel spreadsheets. Additional pages may be submitted if needed.

PART A. SERVICE LEVELS AS STATED				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
RideKC in Johnson County (Commuter)	\$	\$	\$	\$
RideKC Freedom in Johnson County	\$	\$	\$	\$
SWIFT	\$	\$	\$	\$
Vehicle Maintenance	\$	\$	\$	\$
RideKC Johnson County Microtransit	\$	\$	\$	\$
Supplemental Taxi Services (for Freedom)	\$	\$	\$	\$

PART B. SERVICE REDUCTION BY 10%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
RideKC in Johnson County (Commuter)	\$	\$	\$	\$
RideKC Freedom in Johnson County	\$	\$	\$	\$
SWIFT	\$	\$	\$	\$
Vehicle Maintenance	\$	\$	\$	\$
RideKC Johnson County Microtransit	\$	\$	\$	\$
Supplemental Taxi Services (for Freedom)	\$	\$	\$	\$

PART C. SERVICE REDUCTION BY 20%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
RideKC in Johnson County (Commuter)	\$	\$	\$	\$
RideKC Freedom in Johnson County	\$	\$	\$	\$
SWIFT	\$	\$	\$	\$
Vehicle Maintenance	\$	\$	\$	\$
RideKC Johnson County Microtransit	\$	\$	\$	\$
Supplemental Taxi Services (for Freedom)	\$	\$	\$	\$

PART D. SERVICE EXPANSION BY 10%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
RideKC in Johnson County (Commuter)	\$	\$	\$	\$
RideKC Freedom in Johnson County	\$	\$	\$	\$
SWIFT	\$	\$	\$	\$
Vehicle Maintenance	\$	\$	\$	\$
RideKC Johnson County Microtransit	\$	\$	\$	\$
Supplemental Taxi Services (for Freedom)	\$	\$	\$	\$

**ATTACHMENT D – PAGE TWO
COST PROPOSAL**

PART E. SERVICE EXPANSION BY 20%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
RideKC in Johnson County (Commuter)	\$	\$	\$	\$
RideKC Freedom in Johnson County	\$	\$	\$	\$
SWIFT	\$	\$	\$	\$
Vehicle Maintenance	\$	\$	\$	\$
RideKC Johnson County Microtransit	\$	\$	\$	\$
Supplemental Taxi Services (for Freedom)	\$	\$	\$	\$

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

1. I agree to include or to delete such services with a corresponding addition or reduction in my compensation rate.
2. The undersigned, if notified that if the firm is the successful proposer, agrees to execute an operating agreement based on the accepted amount incorporated therein within thirty (30) days of such notice. It is understood that each executed contract will not be binding upon the parties unless and until it is approved by the required action of the Johnson County Board of Commissioners.
3. The undersigned represents that the proposal is made without any connection with any other person making a proposal for the same purpose, and that is in all respects fair and without collusion or fraud; that no Commissioner or other officer or employee or person whose salary is payable in whole or in part by the Johnson County government is directly or indirectly connected herein.
4. The undersigned hereby affirms that the firm is authorized to conduct business in the State of Kansas, and the following officer is duly authorized to execute contracts on behalf of said corporation. The undersigned also hereby certifies that firm is not on a current list of firms ineligible to participate in federal government contracts.
5. 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.
6. A Proposal Bond in the amount of five percent (5.0%) of the three-year base contract amount (Part A above) is included.
6. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

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

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE TWO)

4. ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

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

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

Job Categories	Number of Employees (Report employees in only one category)														
	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 Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															

TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Construction	<input type="checkbox"/> Regular Dealer	<input type="checkbox"/> Selling Agent	<input type="checkbox"/> Service Establishment	<input type="checkbox"/> Other
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Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

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 _____, 20____

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 _____, 20.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

_____ ("Prime Contractor") agrees to enter into a contractual

agreement with _____ ("DBE Subcontractor"), who will

provide the following goods/services in connection with the above-referenced contract:

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

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) and/or Kansas Department of Transportation (KDOT) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date