

REQUEST FOR PROPOSALS (RFP) #G20-7035-52

KANSAS CITY AREA TRANSPORTATION KCATA (KCATA)  
BUS TIRE LEASE PROGRAM

Date: August 3, 2020

Contact: Larry Williams  
Procurement Supervisor

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**AUGUST 3, 2020**

**REQUEST FOR PROPOSALS (RFP) #G20-7035-52**

**KANSAS CITY AREA TRANSPORTATION KCATA (KCATA)  
BUS TIRE LEASE PROGRAM**

The Kansas City Area Transportation KCATA (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting proposals from qualified firms to provide tire leasing on a cost per mileage basis and on-site service and support. The Supplier shall furnish tires, service, inspection, and account for and maintain a replacement supply of tires for the KCATA's fleet, as hereinafter described. The KCATA currently operates one hundred and six (106) large buses, forty-two (42) BRT buses, ninety-one (91) small buses and twenty (20) Metro Flex cut away vehicles. The Kansas City Area Transportation KCATA (KCATA) is soliciting written proposals from qualified firms to provide the KCATA Bus Tire Lease.

The term will be for three (3) years ("initial term") with the option to extend the Agreement for an additional two (2), one (1) year periods thereafter.

The awarded Contractor will further provide an option for the KCATA to exercise a Run-Out Option Agreement for a term not to exceed thirty-six (36) months. The Run-Out Option Agreement shall be effective upon execution of a Lease Agreement pursuant to the terms and conditions of this solicitation.

A pre-proposal conference **will not** be held. Should a potential Proposer need to perform an on-site inspection of the operating environment, the potential Proposer may schedule an inspection with the Purchasing Department through Larry Williams, Procurement Supervisor. All on-site inspections must be completed prior to the deadline for questions/requests for clarification, and participants must adhere with KCATA's safety policy regarding COVID-19 adherence. Any request made on or after this date will not be considered nor granted.

The Kansas City Area Transportation KCATA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. All discounts should be reflected in each unit price quotation unless otherwise specified.

Questions (technical, contractual, or administrative) must be directed in writing via email to Larry Williams, KCATA Procurement Supervisor, at [lwilliams@kcata.org](mailto:lwilliams@kcata.org). Questions and requests for clarifications will be received until **2:00 p.m. August 18, 2020 CDT**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

Proposals must be received with all required submittals as stated in the RFP **no later than 2:00 p.m. on September 14, 2020** and addressed to:

Kansas City Area Transportation KCATA – Procurement Department  
Attention: Larry Williams, Procurement Supervisor  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
lwilliams@kcata.org  
(816) 346-0274

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

***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 KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Proposer.***

Kristen Emmendorfer  
Director of Procurement

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**NO PROPOSAL REPLY FORM**

**RFP #G20-7035-52**

**KANSAS CITY AREA TRANSPORTATION KCATA (KCATA)  
BUS TIRE LEASE PROGRAM**

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 Larry Williams, KCATA's Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at lwilliams@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:

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\_\_\_ 3. We do not feel we can be competitive.

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

\_\_\_ 5. Other: \_\_\_\_\_

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

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

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

**SECTION 1  
PROPOSAL CALENDAR**

RFP Advertised and Issued.....	August 3, 2020
Questions, Comments and Requests for Clarifications Due to KCATA .....	August 18, 2020 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification .....	August 25, 2020
RFP Closing.....	September 14, 2020 2:00 p.m.
Interviews (Tentative and as Required).....	September 21-25, 2020
Contract Award/Notice to Proceed .....	November 2020

*All times are Central Daylight (CDT).*

**SECTION 2**  
**TECHNICAL SPECIFICATIONS**

**2.1 GENERAL REQUIREMENTS.**

- A. The Supplier shall furnish, inspect, and maintain a replacement supply of tires for the KCATA's fleet, as hereinafter described.
- B. The Supplier shall be regularly engaged in the business of leasing bus tires and shall furnish a list of city transit properties presently and recently serviced under tire lease contracts. The contractor shall produce evidence of equal miles on its tires in a city transit property of like geographical location to the tire miles experienced by the KCATA.
- C. Supplier will submit test data for transit tire applications pertaining to tire heat. KCATA is aware of an industry problem relating to excess heat on the rear dual tires. The Supplier should also submit information and recommendations on how the heat problems (i.e., blowouts and tire separation) are handled.
- D. The Supplier will propose a Fixed Tire Mile Rate for each year of the Contract. There will be no other rate adjustments.

**2.2 TIRE REQUIREMENTS**

- A. **Tires in Possession of KCATA at Inception of Contract.** The successful vendor, if different from the Goodyear Tire & Rubber Company (Goodyear), shall be cognizant of, and totally supportive of, the strict fulfillment of the KCATA's contractual obligation to Goodyear to continually use, insofar as practical, Goodyear's tires in the possession of, or identified for use by the KCATA, for a period of thirty-six (36) months after expiration of the contract (See section 2.5, Option Agreement to run-out Remaining Tires).
- B. **Supply of Tires.** The Supplier shall maintain a sufficient supply of tires for each wheel on each bus, plus a sufficient number of spare tires, based on a ratio of one-half (1/2) tire per vehicle per tire size, to ensure continuity of service at all times during the term of this Contract. In the event of a manufacturing delay in tires due to a strike, the Supplier will, to the degree possible, prior to the effective day of the strike, ship additional spare tires to sustain the KCATA during the manufacturing delay. In any event, it is the Supplier's responsibility to ensure an adequate supply of tires at all times. All tires shall be delivered to the KCATA premises and the Supplier shall pay for all freight or delivery charges.
- C. **Tires to be Furnished by the Supplier.** As the tires in the possession of the KCATA at the inception of the Contract are rendered permanently unfit for use and are replaced, and thereafter throughout the Contract term, the Supplier shall furnish and continuously maintain an inventory all new tires of the types listed below including a supply of spares ready to mount, to ensure that tires are available on-site and ready for use to provide continuous operation of buses.

Numbers of buses and average mileage approximations are for information only and are subject to change.



TIRE SIZE	NO. OF BUSES	MAKE & MODEL	AVG ANNUAL MILES PER BUS
305/85R22.5	38(12*)	Gillig 40-foot Low Floor	39,000
305/85R22.5	65	Gillig CNG 40-foot Low Floor	49,000
305/85R22.5	5	Gillig BRT 40-foot Low Floor Hybrid	43,000
305/85R22.5	12(2*)	Gillig BRT 40-foot Low Floor	40,176
305/85R22.5	25	Gillig BRT CNG powered 40-foot Low Floor	42,000
305/12R22.5	**	Gillig BRT – 40-Foot	41,000
275/70R22.5	56(10*)	Gillig 29-foot Low Floor	34,000
275/70R22.5	35	Gillig CNG 29-foot Low Floor	46,000
275/70R22.5	5(1*)	Aerotech National 22-foot Cutaway	30,000
275/70R22.5	2	Ford Elkhart 450 22-foot Cutaway	26,000
225/75R16	13	Ford Startrans CNG 22- foot Cutaway	34,000

\* Contingency Fleet Vehicles

\*\*Same count of buses for the BRT

D. **Original Recapped and Re-grooved Tires.** Tires to be run on front wheels shall be new tires only and shall be removed when the tread depth reach 4/32” minimum at any point in the tread configuration. Tires to be run on other than front wheels may be of original tread, recapped or re-grooved tread, and shall be removed when depth reaches 2/32” minimum at any point in the tread configuration. Not more than a total of 50% of the tires provided by the Supplier shall be previously “used” tires. **If Supplier has any plans to bring used tires on the property, the Supplier must secure prior approval from KCATA’s Management staff.**

E. **Damaged, Lost, and Stolen Tires.**

1. The cost for damaged tires shall be included in the fixed rate per tire mile “Normal” damage to a tire means abuse by partial or total destruction of a tire by means other than normal wear, including but not limited to irregular wear, damage from brake heat, curbing, road hazards and misalignment. The KCATA agrees to maintain bus suspension and steering in accordance with bus manufacturers’ alignment specifications, and keep brakes properly adjusted.
2. Tires which are damaged beyond repair by an accident or fire, lost, stolen, or have been disposed by the KCATA, shall be paid for by the KCATA by paying any mileage remaining thereon at the rate then in effect. The remaining mileage shall be prorated by the following formula; (percentage of tread rubber remaining multiplied by the base mileage multiplied by the applicable billing rate per tire mile). “Base Mileage” table is to be filled-in by Supplier on Proposal Response Form.
3. If a tire is not available for inspection in order to apply the above formula, whether lost, stolen, destroyed by fire, involved in a collision or otherwise missing, the KCATA shall not reimburse the Supplier in excess of 50 percent of the current value of a

replacement tire of the same size, unless the Supplier can provide an auditable accounting of the tire's actual mileage prior to the loss.

- F. **Tire Fitness.** All tires furnished or returned by the Supplier to the KCATA for use shall be of safe and usable condition, no tires shall be mounted that has tread missing on the road contact surface. The KCATA's determination, in the event of dispute regarding fitness for continued use, shall be final.
- G. **Storage and Security.** The Supplier shall replenish usable mounted spares of the appropriate tire sizes and tread depths. The KCATA will provide adequate space in their operating facilities for mounted tires. The KCATA agrees to provide a suitable place in an enclosed building for the storage of spare tires including spares to be used by the KCATA's road service crews. Security and control of the stored tires shall be the responsibility of the KCATA.
- H. **Tires for New Buses.**
  - 1. Upon request of the KCATA, the Supplier shall deliver to a bus manufacturer *located in North America* new tires of the type furnished under this Contract for vehicles that are under production for KCATA at that facility. All tires, both front and rear, on new buses shall be new tires. Previously used or recapped tires are not acceptable. Upon delivery to the bus manufacturer, the tires shall become subject to the terms and conditions of this Contract. The KCATA intends to purchase new buses during the term of this contract, but vehicle models and delivery schedules are unknown at this time.
  - 2. If new buses are to be driven from the manufacturer to the KCATA for delivery, the Supplier shall receive payment for such use at the same rates specified by this Contract.
- I. **Additional Tire Sizes.** The Supplier may be requested to provide tires to the KCATA in a different size or type that are not specified in this Contract, and which the Supplier ordinarily provides or has access to. KCATA and the Supplier shall mutually agree upon a suitable price of compensation for the KCATA's use of such additional tire types and sizes.
- J. **Scrap Letter Agreement.** The Supplier shall provide the KCATA a "Scrap Tire Letter of Agreement" which shall become an attachment to the contract. This letter shall allow the KCATA to work with the Contractor to mount uncut scrap tires on out-of-service buses.
- K. **Delivery.**
  - 1. Materials and/or equipment shall be delivered to Kansas City Area Transportation KCATA, Central Receiving Facility, Building #1, 1350 East 17<sup>th</sup> Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so, directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance.
  - 2. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery.
  - 3. Contractor shall obtain KCATA written signature for acceptance of all tire deliveries. KCATA shall assist with unloading tire deliveries. Contractor shall be responsible for the

accuracy of the tires delivered and ordered.

L. **Scrap Tire Storage.**

1. KCATA shall furnish the contractor with an outside storage area for scrap tires to be picked up.
2. Contractor is responsible for all cost and /or fees related to the removal of Contractor's scape lease tires.
3. Contractor shall pick up all scape tires when making deliveries to KCATA.

**2.3 SERVICE REQUIREMENTS**

- A. **Initial Inventory.** Within three weeks after the effective contract date, the Supplier shall inspect all bus tires in the KCATA's possession, shall record the tire numbers and locations, and shall provide the KCATA with a listing of all tires and locations, with appropriate comments on exceptional conditions encountered regarding fitness of tires for continued use or need for changes.
- B. **Periodic Inspection.** Following completion of the initial inventory, and throughout the remainder of the Contract term, the KCATA shall inspect all tires covered by this contract at least once during each month. The KCATA will determine needed tire changes.
- C. **Continuous Service – Supplier Responsibilities.** The Supplier shall:
1. Ensure that all tires comply with all D.O.T. (Federal & State) standards and other applicable regulations.
  2. Furnish new or recapped tires as KCATA spares, either separated or marked for use on front or other wheels, and obtain a signed receipt showing tire number(s) from the Foreman.
  3. Remove scrap tires in a timely manner.
- D. **Disposal and Environmental Safety.** The supplier shall be solely responsible for all fees and costs mandated by federal, state, or local governments associated with the acquisition, installation, removal and proper disposal of scrapped tires from KCATA premises. Disposal shall be done in accordance with all applicable federal, state, and local laws and regulations.
- E. **Responsibilities of the KCATA.**
1. Mount and dismount tires form rims, repair all bus tires, perform all wheel balancing, tire inflation, FRONT WHEEL ALIGNMENT CHECK, and supply equipment and materials necessary to perform such service on a scheduled basis. At minimum each bus will be inspected, and necessary services performed on tires once a month.
  2. The KCATA shall install and remove mounted tires from all vehicles

3. Mount, dismount, balance, and repair tires on approximately 50 other KCATA vehicles from salt trucks to road supervisor vehicles. Tires on these vehicles will also be inspected for safety and road hazard and necessary services performed once a month.
4. The KCATA shall purchase and maintain ownership of the tires on these 50 vehicles. Generate accurate records of tire and wheel changes made by the KCATA when Supplier is not working.
5. Provide all tools and equipment necessary for the performance of its services.
6. Inspect the tires, Investigate misalignment and other conditions.
7. Record the contents of all tire change tickets on a summary form showing date, vehicle, off- on, tire brand number and location.
8. Separate removed tires into appropriate categories (i.e., tires to be retired by the Supplier, tires ready for reuse, and tires from the prior contract which are considered permanently unfit for use). Mate rear dual tires.
9. Check buses for adverse mechanical conditions such as axle misalignment, worn or loose wheel bearings, worn radius rod bushing, loose or missing lugs and lug nuts, out of round brake drums, or any other maintenance deficiency which may impact tire wear or overall safety.
10. Install metal valve caps on all units.
11. Keep all tires inflated on a monthly basis to conform to approved standards of the Tire and Rim Association of America, Inc. and perform the following inspections:
  - Bump test and visually inspect all available tires on a daily basis.
  - Pressure check and inflate tires, if needed daily, on a sufficient number of vehicles to ensure that each vehicle in the fleet is pressure checked and inflated to proper tire pressure at least every thirty (30) days.
  - Static and dynamic balance all front tire and wheel sets prior to installation.
  - Check and maintain pressure in all road supervisor vehicles monthly

**F. Record Keeping Requirements.**

1. KCATA will provide to the Supplier, on or before the 15<sup>th</sup> day of the month, a list of buses and the Hubometer mileage, for the previous month.
2. For the purpose of tire mileage computations, bus mileage shall be deemed to have occurred prorated daily throughout the month.
3. The Supplier shall retain throughout the term of the Contract and for three years thereafter, all tire change summaries and invoicing documentation, and shall make the records available for inspection by the KCATA's representatives, by the KCATA's

internal and external auditors, and upon the KCATA's request, by representatives of firms owning any tires serviced by the Supplier under this Contract.

4. The Supplier shall make available to the KCATA, upon request, any other reports or statistics the supplier should have available such as average tire mileage by 'type' of tire, mileage history. History of tires' bus and wheel position, tires removed from service by type, etc.

**G. Wheels.**

1. KCATA has steel wheels on 95% of the fleet. New 30 and 40-foot buses are being specified with aluminum polished wheels that are hub piloted. The aluminum wheels are polished inside and outside.
2. Sandblasting and Painting. An average of twenty (20) wheels are painted per month. The paint code currently requires 508 Dupont.
3. Wheel purchases. The KCATA currently purchases an average of fifty (50) wheels per year.

**2.4 INVOICING**

The Supplier shall submit monthly invoices showing for each tire type the activity during the previous calendar month as follows:

- The Hubometer or electronic measurement of miles traveled by the KCATA's vehicles on the Supplier's tires furnished under this contract, TIMES the base mileage rate in effect for the preceding calendar month, shall equal the USAGE CHARGE.

**2.5 OPTION AGREEMENT TO RUN-OUT REMAINING TIRES**

- A. Upon the expiration of the term of the Contract, as extended and amended, and only in the event the KCATA wishes to change supplier, KCATA has the right to further extend said contract and continue to use all tires furnished by Contractor as part of such contract and in the KCATA's possession on the expiration date for a period of thirty-six (36) months from said expiration date.
- B. All terms, conditions and provisions of said contract, as previously amended and extended, shall remain in full force and effect during said thirty-six (36) month period, except that Contractor shall be relieved of any requirement to furnish the KCATA with tires during said thirty-six (36) month period unless requested by the KCATA and agreed to by Contractor.
- C. The rate or rates per miles in effect during such thirty-six (36) month period shall be the rate or rates in effect for the six (6) month period immediately preceding the commencement date of such thirty-six (36) month period.
- D. It is understood that the KCATA shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said thirty-six (36) month period.

- E. Upon the expiration of said thirty-six (36) month period, the KCATA shall pay for any then unused mileage remaining in such tires (tires supplied by contractor pursuant to the Contract) using the formula as set forth in Section 2.2F, "Damaged, Lost and Stolen Tires."
- F. Unused tires at the end of the original agreement shall be returned to the supplier at no additional cost to KCATA. The option granted herein is exercisable by the KCATA upon thirty (30) days' notice prior to the expiration date of the Contract, as extended and amended. Such notice of the KCATA's exercise of this option must be in writing and approved by KCATA and Contractor in writing.

**SECTION 3  
PROPOSAL INSTRUCTIONS**

**3.1 General Information.**

- A. The Kansas City Area Transportation KCATA (“KCATA”, “KCATA”) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area.
- B. KCATA currently utilizes over 256 buses to provide service to the Kansas City metropolitan area and several non-revenue vehicles to maintain the fleet. KCATA currently leases 1,800 tires from Goodyear Tire & Rubber. The current contract with Goodyear expires December 31, 2020. KCATA has exercised the 36-month run-off period option in the original contract, therefore, KCATA has the option, if a new vendor is selected, to run-off the existing Goodyear inventory. The approximate current payoff value of the inventory is \$453,568.06. Proposer’s are requested to provide two cost proposals with their response:
  - 1. Attachment C-1 – Cost per mile will include the buyout of tires charged back to the KCATA through the mileage rate if the new contractor decides to purchase the tires from Goodyear; and
  - 2. Attachment C-2 – The cost proposal mileage rate would be exclusive of the purchase of the existing leased tires leaving the responsibility of tire ownership with KCATA.

**[\*Note\* Goodyear is not required to submit Attachment C-2].**

**3.2 Proposal Instructions.**

- 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. **Interested firms may submit proposals until 2:00 p.m. on September 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 Larry Williams, Procurement Supervisor.
- C. 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 Larry Williams at [lwilliams@kcata.org](mailto:lwilliams@kcata.org) by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- D. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- E. 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.

### **3.3 Reservations.**

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

### **3.4 Proposer's Responsibilities.**

- A. By submitting a proposal, the Proposer represents that:
  - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
  - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
  - 3. It is authorized to transact business in the State of Missouri.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

### **3.5 Authorization to Propose.**

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

### **3.6 Withdrawal & Incomplete Proposals.**

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

### **3.7 Modification of Proposals.**

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



### 3.8 Unbalanced Proposals.

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

### 3.9 Approved Equals.

- A. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better will be accepted only when previously approved by the KCATA. When considering approved equals, the following procedures shall apply.
- B. Changes to the specifications will be made by addendum. Proposers may discuss the specification with the KCATA; however, requests for changes shall be written and documented as required by these paragraphs.
- C. All requests for approved equals shall be received by the KCATA in writing and addressed to the Director of Procurement not less than 2:00 PM August 14, 2020 CDT. The KCATA's reply to all requests shall be postmarked at least nineteen (19) days before the date scheduled for proposal closing, and shall be sent to all known proposers via fax.
- D. When an approved equal is requested, the proposer shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the proposer's product is or is not equal to specifications.

### 3.10 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 KCATA, 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 KCATA, 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 KCATA, 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.

### **3.11 Disclosure of Proprietary Information.**

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
  - 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
  - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
  - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

### 3.12 Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements.

- A. It is the policy of KCATA 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. 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. Certified DBE firms are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA or by Kansas Department of Transportation (KDOT). A list of certified firms may be found at [www.modot.org/mrcc-directory](http://www.modot.org/mrcc-directory). A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications from other agencies will not be considered.
- Because this project is not federally funded, there is no DBE goal established. However, certified DBE, MBE, WBE and SBE firms are encouraged to submit proposals as prime or subcontractors.
- D. **DBE Certification.** 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 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. A list of certified firms may be found at

<https://www.modot.org/mrcc-directory> located on MoDOT's website.

- 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 days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

## SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD

### 4.1 Introduction.

The intent of the RFP is to encourage submittals that clearly communicate the vendors 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. Vendors are encouraged to submit only proposal material that is relative to the services and scope cited.

### 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: Price 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 4.4 below and in Attachment A, "Proposal Checklist."
- C. Documents are not required to be spiral or 3-ring bound, however documents 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 compact disc or flash drive, which will be retained by KCATA. Each volume shall be a separate pdf document, and the disc or flash drive shall not be password protected. Please include with Volume III.
- E. The proposal package shall be delivered, in a sealed envelope, to:

Larry Williams, Procurement Supervisor  
KCATA – Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108
- F. The outside of each package shall be clearly marked, "RFP #G20-7035-52 – KCATA Bus Tire Lease Program."
- G. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.
- H. 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 – Price Proposal.**

- A. KCATA anticipates awarding a Fixed Price contract in a not to exceed amount.
- B. Detailed and summary cost proposal forms are attached as Attachments C-1 / C-2.
- C. The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- D. Proposers shall not include any cost, price information in Volume II, Technical Proposal.

#### **4.4 Volume II - Technical Proposal.**

- A. The Technical Proposal page limit is 20 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 20 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11” page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).
- C. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be as 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.
- D. 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 3 pages per individual)
  - Required forms such as certifications, financial data
  - Vendor Registration Form
  - Affirmative Action information
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical

proposals must be organized as follows:

1. **Title Page.** Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.
2. **Table of Contents.** Clearly identify the materials by section and page number.
3. **Letter of Transmittal.** The letter should be addressed to Kristen Emmendorfer, KCATA Director of Procurement, and signed by a corporate officer authorized 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. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
  - c. Acknowledgement of receipt of RFP addenda, if any
  - d. Name, title, address, telephone number and email address of the contact person for this project
  - e. Signature of a person authorized to bind the proposing firm to the terms of the proposal
  - f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified
4. **Experience and Qualifications.**
  - a. Provide a brief synopsis of the Proposer's and major sub- 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.
  - b. This section should demonstrate the experience, skills and qualifications of the performance of supplier responsibilities as detailed in Section 2 and in meeting client goals, objectives and schedules. Describe direct experience administering and operating under similar applications within the past three (3) years. Transit applications are preferred. Detail any plans on services the proposer will provide that are not specifically required in this RFP.
  - c. The Supplier shall be regularly engaged in the business of leasing bus tires and shall furnish a list of city transit properties presently and recently serviced under tire lease contracts. The contractor shall produce evidence of equal miles on its tires in a city transit property of like geographical location to the tire miles experienced by the KCATA.
  - d. Supplier will submit test data for transit tire applications pertaining to tire heat. KCATA

is aware of an industry problem relating to excess heat on the rear dual tires. The Supplier should also submit information and recommendations on how the heat problems (i.e., blowouts and tire separation) are handled.

- e. The Supplier shall provide the KCATA a sample "Scrap Tire Letter of Agreement" that has been executed with another agency.
- f. The supplier shall provide KCATA all warranty information.
- g. Provide lead time and deliveries times on tires after award.

**5. Exception and Omissions.**

- a. Exceptions.
  - (1) Include with your proposal responses to all information required by this RFP a letter signed by an authorized officer of the Proposer which shall note any concerns or issues with, or requested changes to, the Sample Agreement included in this RFP, and, except to the extent of such noted concerns, issues, or requested changes, the Proposer shall be deemed to be in full agreement with the terms and conditions contained in the Agreement.
  - (2) The KCATA, in its sole discretion, may consider such concerns, issues, or requested changes, or lack thereof, in making the award, and the KCATA shall not be obligated, upon making any award, to consider, discuss, or agree to any such concerns, issues, or requested changes. 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.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (Attachment A). The successful proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The proposer must also provide the rationale for any requested changes. If no changes are made, the proposer will be deemed to have accepted the sample contract. If the proposer request changes, such requests will be considered in any negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.

**6. Subcontractor Utilization Plan.**

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

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

#### 4.5 Volume III – Contractual

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. **Proposer Status and Affirmative Action.**
1. All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be

published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.

2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
3. 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 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 E-2) or a current EEO-1 Report that has been filed with another government agency.
  - c. Employee Eligibility Verification
    - (1) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
    - (2) The Proposer shall also affirm (Attachment F-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
    - (3) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
    - (4) The Proposer shall obtain this affidavit from its subcontractors at all tiers.

(5) This form is renewable annually.

e. 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](mailto:mgay@kcata.org).

**D. 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.

**E. 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.

- F. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the “Receipt of Addenda” form that was issued with Addendum #1.
- G. **Complete Proposal Documents.** Include the jump drive or CD of the complete proposal (see Section 4.1.D).

#### **4.6 Proposal Submission Requirements – Price Proposal.**

- A. KCATA anticipates awarding a Fixed Price contract in a not to exceed amount.
- B. Detailed and summary cost proposal forms are attached as Attachments C-1 and C-2.
- C. The price included in the cost proposal 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.

#### **4.7 Basis for Contract Award.**

- A. Award of contract, if made, will be made on a best value basis to the responsive and responsible proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the KCATA, price and other factors considered.
- B. KCATA may select other than the lowest priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the KCATA. However, the KCATA will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Accordingly, KCATA may not necessarily make an award to the proposer with the highest technical ranking nor award to the proposer with the lowest priced proposal if doing so would not be in the overall best interest of KCATA. For evaluation purposes, if proposals become more technically equivalent, then price becomes more important and may be the deciding factor.

#### **4.8 Technical Proposal Evaluation Criteria.**

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be as 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 be evaluated by the evaluation committee on the basis of the following criteria. Qualification and Experience and cost are weighted equally.

- **Technical Criteria - 40**
  - Type and size of tires proposed
  - Testing and engineering data qualifying average useful life of tire
  - Specification sheets and pertinent engineering data detailing composition, tread design, load range, suitability for transit application
  
- **Qualifications and Experience - 30**
  - Synopsis of the firm, major business activities, location of the firm, and length of time firm has been in existence.
  - Demonstration of the firms experience in transit tire leasing based on mileage and onsite service support.
  - Listing of past and present relevant contracts within the prior three years for similar leasing requirements.
  
- **Cost - 30**
  - Evaluation of mileage costs

#### **4.9 Presentations/Interviews/Written Responses.**

- A. After the submission of proposals, selected proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a proposer(s) to submit written responses to questions regarding its proposal.
  
- B. Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for the week of September 21, 2020. Selected proposers will be informed as to the exact time.

#### **4.10 Negotiations & Best and Final Offers.**

- A. Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. KCATA may solicit a Best and Final Offer (BAFO) from one or more proposers. KCATA may or may not contact all proposers to negotiate and/or to submit a BAFO.
  
- B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Kansas City Area Transportation KCATA.



**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](http://www.kcata.org/about_kcata/entries/vendor_forms)

Volume I: Cost Proposal:

- One (1) original and one (1) unbound copy in a separate, sealed envelope and clearly marked as “Volume I – Cost Proposal” (Attachment C-1 and C-2).

Volume II: Technical Proposal:

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

Volume III: Contractual (One set of originals): *Make sure you change the Attachment reference to fit the forms you use.*

- Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment F.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment F.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (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 (only for DBE Subcontractors)
- Attachment J Buy America Certification Form
- 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 CD or jump drive

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

**KANSAS CITY AREA TRANSPORTATION KCATA (KCATA) BUS TIRE LEASE PROGRAM**

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Kansas City Area Transportation KCATA ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ ("**Contractor**"), with offices at \_\_\_\_\_.

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

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated November 26, 2019 entitled "KCATA Bus Tire Lease Program" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix \_\_\_\_ attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of \_\_\_\_ (\_\_) year(s) beginning \_\_\_\_\_, 2020 and expiring on \_\_\_\_\_ with \_\_\_\_ (\_\_) one-year extension options. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

**4. CONTRACT SUM.**

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

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

**5. ORDER OF PRECEDENCE**

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

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;

- C. Executed Contract and any attachments incorporated by reference
- D. Contractor's Proposal; and
- E. KCATA's RFP and Scope of Work/Services, including any attachments incorporated by reference.

**6. MISCELLANEOUS PROVISIONS.**

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

- Appendix A. Contract Terms and Conditions; and
- Appendix B. Scope of Work; and
- Appendix C. Cost Page Submitted by Contractor.

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

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

By \_\_\_\_\_  
Name of Authorized Signer  
Title of Authorized Signer

By \_\_\_\_\_  
David Bower, Chairman of the Board

By \_\_\_\_\_  
Anne Post, Secretary of the Board

**ATTACHMENT B  
CONTRACT TERMS AND CONDITIONS**

**1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE**

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

**6. CHANGES**

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If

any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

## 7. CIVIL RIGHTS

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

#### **8. 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.

#### **9. CONTRACTOR'S PERSONNEL**

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

#### **10. CONTRACTOR'S RESPONSIBILITY**

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

#### **11. DELIVERY**

Materials, products and/or equipment shall be delivered to Kansas City Area Transportation KCATA, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of products, equipment or materials under this Contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

#### **12. DISPUTE RESOLUTION**

A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's 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.

### **13. EMPLOYEE ELIGIBILITY VERIFICATION**

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

### **14. FORCE MAJEURE**

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

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

## 15. GENERAL PROVISIONS

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



termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

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

#### 16. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

#### 17. HEADINGS

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

#### 18. INDEPENDENT CONTRACTOR

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

#### 19. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
  - 1. Contractual liability coverage is applicable; and
  - 2. The Kansas City Area Transportation KCATA, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation KCATA, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**

- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

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

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

2. **Commercial General Liability:**

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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





If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**23. 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.

**24. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on a KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

## 25. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org) with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each 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 KCATA 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 KCATA 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 KCATA 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 KCATA investigation, and if deemed appropriate by the KCATA, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
  5. The Contractor agrees that the KCATA may provide appropriate information to interested subcontractors who inquire about the status of KCATA payments to the Contractor.
  6. Nothing in this provision is intended to create a contractual obligation between the KCATA and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

## 26. RECORD RETENTION AND ACCESS

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

appeals, claims or exceptions related thereto have been disposed.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, 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.

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.

## **27. RIGHT TO OFFSET**

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

## **28. 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.

## **29. 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.

## **30. 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/SBE 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:

Acceptance of Services/Deliverables – No Release  
Agreement in Entirety  
Assignment  
Bankruptcy  
Breach of Contract; Remedies  
Changes  
Civil Rights  
Conflicts of Interest  
Contractor's Personnel  
Contractor's Responsibility  
Changes to Federal Requirements  
Delivery  
Debarment and Suspension  
Disadvantaged Business Enterprise (DBE)  
Disclaimer of Federal Government Obligations or Liability  
Dispute Resolution  
Employee Eligibility Verification  
Employee Protections  
Environmental Regulations  
Federal Changes  
Force Majeure  
Fraud and False or Fraudulent Statements or Related Acts  
General Provisions  
Governing Law: Choice of Judicial Forum  
Headings  
Incorporation of FTA Terms  
Independent Contractor  
Inspection of Services  
Insurance  
Liability and Indemnification  
Licensing, Laws and Regulations  
Lobbying  
N  
Notification and Communication  
Prohibited Interests  
Prohibited Weapons and Materials  
Record Retention and Access  
Requests for Payment  
Right to Offset  
Seat Belt Use Policy  
Severability  
Subcontractors  
Suspension of Work  
Taxpayer Identification Number (TIN)  
Termination  
Texting While Driving and Distracted Driving  
Unavoidable Delays  
United States Product and Service Preference  
Warranty; Warranty of Title

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



- G. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- H. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

**31. SUSPENSION OF WORK**

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

**32. TAXPAYER IDENTIFICATION NUMBER (TIN)**

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

**33. TERMINATION**

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

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

#### **34. 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.

#### **35. UNAVOIDABLE DELAYS**

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

#### **36. WARRANTY; WARRANTY OF TITLE**

- A. The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
- C. Contractor shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

### 37. FTA REQUIRED CLAUSES

A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the KCATA 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.

B. **Debarment and Suspension Certification.**

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

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

1. 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:
  - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
  - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
  - e. Help remove barriers to the participation of DBE's in DOT assisted contracts;

- f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
  - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. 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. *KCATA's overall goal for DBE participation is 15 percent.* **No goal has been established for this procurement.**
3. 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)).
4. 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.
- a. Good Cause. Good cause includes the following circumstances:
    - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
    - 2) The listed DBE subcontractor fails or refuses to perform the work to its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
    - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
    - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
    - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts

180, 215 and 1200 or applicable state law; or

- 6) The DBE subcontractor is not a responsible contractor; or
- 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE 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.

- b. 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.

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

**E. Employee Protections – Contract Work Hour4s and Safety Standards Act**

1. 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)

2. 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.
3. 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.
4. 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.
5. 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.
- 3.

**F. Environmental Regulations.**

1. Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1388 *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

3. **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.
4. **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.

**G. Fraud and False or Fraudulent Statements or Related Acts.**

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

- H. 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.

**I. Lobbying Restrictions.**

1. The Contractor is bound by its certification contained in its offer to the KCATA 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, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. The Contractor agrees to comply with this requirement throughout the term of the Contract.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

**J. United States Product and Service Preference – Buy America**

1. The Contractor agrees to comply with 49 U.S.C. §5323(j), and 49 CFR. Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
2. The Contractor further agrees to include these requirements in all subcontracts exceeding \$150,000.

Contractor's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_



**ATTACHMENT C-1 – PRICE PROPOSAL**  
**RFP #G20-7035-52: KCATA BUS TIRE LEASE PROGRAM**

**INCLUDES PURCHASE OF EXISTING TIRES**

The Proposer shall complete the attached pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP and comply with the Specifications detailed in Section 2, "Technical Specifications." Any deviations from these specifications shall be pre-approved, in writing, by KCATA.

The proposal price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

Proposal shall be submitted on the attached Price Proposal provided. **Proposals submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Price Proposal Form. *No written comments, modifications or interlineations to the Price Proposal Form will be accepted.*

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals (RFP) and any subsequent Addenda. The Bidder shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the KCATA shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in this RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Email Address \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

**ATTACHMENT C-1 (CONTINUED)**  
**PRICING TABLE 1**  
**(Cost to Include Purchase of Existing Leased Tires)**

<i>Line Item</i>	<b>Tire Size*</b>	<b>Estimated Tire Miles</b>	<b>X</b>	<b>Base Rate Per Tire Mile</b>	<b>=</b>	<b>Estimated Annual Lease Cost</b>
<b>YEAR ONE</b>						
12/31/2020 -	305/85R22.5	38,472,000	X		=	\$
12/30/2021	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>YEAR TWO</b>						
12/31/2021	305/85R22.5	38,472,000	X		=	\$
12/30/2022	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>YEAR THREE</b>						
12/31/2022	305/85R22.5	38,472,000	X		=	\$
12/30/2023	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>OPTION YEARS</b>						
<b>OPTION YEAR ONE</b>						
12/31/2023	305/85R22.5	38,472,000	X		=	\$
12/30/2024	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>OPTION YEAR TWO</b>						
12/31/2024	305/85R22.5	38,472,000	X		=	\$
12/30/2025	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>

PROPOSER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

**ATTACHMENT C-2 – PRICE PROPOSAL  
RFP #G20-7035-52: KCATA BUS TIRE LEASE PROGRAM**

**EXCLUDES PURCHASE OF EXISTING TIRES**

The Proposer shall complete the attached pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP and comply with the Specifications detailed in Section 2, "Technical Specifications." Any deviations from these specifications shall be pre-approved, in writing, by KCATA.

The proposal price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

Proposal shall be submitted on the attached Price Proposal provided. **Proposals submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Price Proposal Form. *No written comments, modifications or interlineations to the Price Proposal Form will be accepted.*

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals (RFP) and any subsequent Addenda. The Bidder shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the KCATA shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
4. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in this RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Email Address \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

**ATTACHMENT C-2 (CONTINUED)**

**(Cost to Exclude Include Purchase of Existing Leased Tires)**

<i>Line Item</i>	<b>Tire Size*</b>	<b>Estimated Tire Miles</b>	<b>X</b>	<b>Base Rate Per Tire Mile</b>	<b>=</b>	<b>Estimated Annual Lease Cost</b>
<b>YEAR ONE</b>						
12/31/2020 -	305/85R22.5	38,472,000	X		=	\$
12/30/2021	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>YEAR TWO</b>						
12/31/2021	305/85R22.5	38,472,000	X		=	\$
12/30/2022	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>YEAR THREE</b>						
12/31/2022	305/85R22.5	38,472,000	X		=	\$
12/30/2023	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>OPTION YEARS</b>						
<b>OPTION YEAR ONE</b>						
12/31/2023	305/85R22.5	38,472,000	X		=	\$
12/30/2024	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>
<b>OPTION YEAR TWO</b>						
12/31/2024	305/85R22.5	38,472,000	X		=	\$
12/30/2025	305/12R22.5	1,500,000	X		=	\$
	275/70R22.5	22,296,000	X		=	\$
	225/75R16	2,652,000	X		=	\$
	<b>TOTAL</b>	<b>64,920,000</b>				<b>\$</b>

PROPOSER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

**ATTACHMENT D**  
**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 KCATA on behalf of the business entity in making this affidavit.

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

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

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

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

**ATTACHMENT D.  
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE  
(CONTINUED)**

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

\_\_\_\_\_  
Affiant's Signature Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature Date

My Commission expires: \_\_\_\_\_

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

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

**A. RACIAL/ETHNIC**

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

**B. JOB CATEGORIES**

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

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

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 KCATA on behalf of the business entity in making this affidavit.

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

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

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

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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

**ATTACHMENT G-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) 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

**ATTACHMENT J  
BUY AMERICA CERTIFICATION FORM**

**For Steel or Manufactured Products  
Other Than Rolling Stock**

**CERTIFICATION OF COMPLIANCE WITH SECTION 165(B) (3)**

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

The proposer hereby certifies that it will comply with the requirements of Section 165(b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 C.F.R. 661.11.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

The proposer hereby certifies that it cannot comply with the requirement of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 C.F.R. 661.7.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_