



Request For Proposals (RFP) #F26-8015-31B

Kansas City Area Transportation Authority
(KCATA) Legal Services

Date: June 10, 2026

Contact: Denise Adams, Procurement Manager

Telephone: 816-346-0224

Email: dadams@kcata.org

June 10, 2026

**Request for Proposals (RFP) F26-8015-31B
Kansas City Area Transportation Authority (KCATA) Legal Services**

The Kansas City Area Transportation Authority (“KCATA”, “Authority”, “ATA”) is seeking proposals from qualified law firms to provide legal services for one year plus four, one-year extension options for a total of five years. The general areas of legal services requested are:

- General Legal Services
- Employment and Labor Law
- Real Estate; Environmental; Fixed Guideway and Economic Development and Implementation Law
- Intellectual Property
- Federal grant funding from the Federal Transit Administration (FTA) and related issues.
- Worker Compensation Litigation
- Bus accident litigation conflict counsel
- Vehicle/Bus Accident Litigation Services
- Bond Counsel Services

Firms are invited to submit proposals on one or more of the general areas and any sub-area(s) of the general categories. The Authority reserves the right to accept a proposal for a single area, several areas, to combine areas, to split areas, to award any area to one or more firms, or award the total scope of services to only one firm. Regardless of contract award(s) made as a result of this solicitation for legal services, the Authority reserves the right to solicit additional legal services proposals for specific areas and/or projects at any time during the five-year contract period. The firms and lawyers will report to the KCATA Chief Legal Officer or as otherwise assigned.

Services may not be required on a constant, continuous basis but rather on an as-needed (on-call) basis during the term of the contract. Services provided by the firm will be based on the contracted labor rates provided in the Proposer’s Price Proposal.

Services required under these contracts may be funded in part by federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA), or maybe a combination of funds appropriated by the state, county, or city governments. The executed contract will contain required federal and state procurement terms and conditions, which will be applicable irrespective of funding source. KCATA abides by all relevant laws and regulations, and therefore the highest procurement standards, terms, or conditions will apply.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email only to Denise Adams at dadams@kcata.org with the RFP number in the Subject line. Questions and requests for clarifications will be received until **2:00 p.m. Central Time on June 18, 2026**. If required, KCATA’s response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central on July 9, 2026**. **See Section 3.2 for submittal instructions.**

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

Submission of the 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 1) preparation of a proposal; or 2) to procure or contract for services/materials. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

Evaluation/Award. Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

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

Kristen Emmendorfer
Director of Procurement

TABLE OF CONTENTS

Page

SECTION 1. PROPOSAL CALENDAR	6
SECTION 2. SCOPE OF SERVICES	7
2.1 Introduction.....	7
2.2 Scope of Services.....	7
2.3 Cost Control and Case Management.....	15
SECTION 3. PROPOSAL INSTRUCTIONS	18
3.1 General Information.....	18
3.2 Proposal Submissions.....	18
3.3 Reservations.....	18
3.4 Proposer’s Responsibilities	19
3.5 Authorization to Propose	19
3.6 Withdrawal & Incomplete Proposals	19
3.7 Modification of Proposals	19
3.8 Unbalanced Proposal	19
3.9 Protests	19
3.10 Disclosure of Proprietary Information	20
3.11 Diverse Business Enterprise Requirements.....	21
SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD	22
4.1 Introduction	22
4.2 Proposal Format	22
4.3 Volume 1 – Cost Proposal	22
4.4 Volume 2 -- Technical Proposal	23
4.5 Volume 3 – Contractual Proposal	25
4.6 Proposal Evaluation Criteria.....	28
4.7 Presentations/Interviews/Written Responses.....	28
4.8 Contractor Selection	29
4.9 Contract Award	29
ATTACHMENTS	
Attachment A Proposal Submittal Checklist.....	30
Attachment B Sample Agreement/Terms and Conditions and KCATA’s Travel Policy.....	31
Attachment C-1 Price Proposal	55
Attachment C-2 Letter of Intent to Utilize Diverse Subconsultant(s).....	56
Attachment D Affidavit of Civil Rights Compliance.....	57
Attachment E-1 Guidelines for Workforce Analysis/EEO-1 Report.....	60
Attachment E-2 KCATA Workforce Analysis/EEO-1 Report.....	61
Attachment F-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification	62
Attachment F-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification.....	63
Attachment G Non-Collusion Affidavit	64
Attachment H-1 Certification of Primary Participants Regarding Restrictions on Debarment.....	65
Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Debarment	66
Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying	67
Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying.....	68
Attachment J-1 Certification of Primary Participants Regarding Federal Tax Liability and Convictions.....	69
Attachment J-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability/Convictions	70

NO PROPOSAL REPLY FORM

**Request for Proposals (RFP) F26-8015-31B
KCATA Legal Services**

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

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

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

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

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

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued	June 9, 2026
Questions, Comments and Requests for Clarifications Due to KCATA	June 23, 2026 2:00 p.m. Central Time
KCATA’s Response to Questions, Comments and Requests for Clarification	July 1, 2026
RFP Closing	July 16, 2026 2:00 p.m. Central Time
Interviews (<i>Tentative and if required</i>)	August 3-6, 2026
Contract Award (Anticipated)	September, 2026

SECTION 2 SCOPE OF SERVICES

2.1 Introduction

- A. The Kansas City Area Transportation Authority (“KCATA” or “Authority”) was formed in 1965 by the signing of a bi-state compact between the States of Missouri and Kansas. The compact gives the KCATA responsibility for planning, constructing, owning, and operating transportation systems and facilities within the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area.
- B. A 10-member Board of Commissioners governs KCATA and are representatives from the counties served -- five members are from Missouri and five members are from Kansas. Commissioners are limited to two consecutive, four-year terms. Responsibility for the management, control, and operation of KCATA and its properties is vested in the Board. The CEO of KCATA manages the agency and reports directly to the Board of Commissioners.
- C. Kansas City’s coordinated regional system is branded as RideKC. As part of this coordinated system, KCATA contracts with the Unified Government of Wyandotte County and the City of Independence, Missouri to provide transit service.
- D. KCATA operates fixed route bus service – RideKC, the MAX Bus Rapid Transit (BRT) service, Flex demand-response routes, RideKC Freedom paratransit for the elderly and persons with disabilities, and RideKC Van vanpool service. In 2019, KCATA had 12.4 million passengers and an average of 40,000 weekday riders. The KCATA transit system provides nearly 8 million miles and 600,000 hours of scheduled transit per year. The fixed-route bus, MAX, and paratransit services operate from 4:15 a.m. to 12:00 a.m., Monday through Sunday.
- E. KCATA headquarters are located in the Breen Administration Building at 1200 East 18th Street, Kansas City, MO. There is a campus of buildings at this location that includes a maintenance garage, additional administrative offices, and the bus barn. KCATA also maintains six FTA-funded transit stations in Kansas City, MO and two stations in Kansas City, KS. KCATA also operates thirty-five (35) park-and-ride lots and transit centers throughout the metropolitan area.

2.2 Scope of Services

- A. The Kansas City Area Transportation Authority (KCATA, Authority, ATA) is seeking proposals from qualified law firms to provide legal services for four years with three one-year options for a total of seven years. The general areas of legal services requested are:
 - General Legal Services
 - Employment and Labor Law
 - Real Estate; Environmental; Fixed Guideway and Economic Development and Implementation Law
 - Intellectual Property
 - Federal grant funding from the Federal Transit Administration (FTA) and related issues.
 - Worker Compensation Litigation
 - Bus accident litigation conflict counsel
 - Vehicle/Bus Accident Litigation Services
 - Bond Counsel Services
- B. Firms are invited to submit proposals on one or more of the general areas and any sub-area(s) of the general categories. The Authority reserves the right to accept a proposal for a single area, several areas, to combine areas, to split areas, to award any area to one or more firms, or award the total scope of services to only one firm. Regardless of contract award(s) made as a result of this solicitation for legal services, the Authority reserves the right to solicit additional legal services proposals for specific areas and/or projects at any time during the seven-year contract period. The firms and lawyers will report to the KCATA Chief Legal Officer for categories A through J or as otherwise

assigned.

C. Assignment of cases will be based on type of case, best fit/firm experience, and/or workload balance. Assignment information will ordinarily be sent via email with general directions provided to the firm, and will normally be made without competition.

D. **Areas of Services.**

1. General Legal Services. General legal services include the following types of matters, but are not limited to:
 - a. Research and deliver opinions on operational and governance matters, including the Authority's rights and responsibilities under applicable Missouri, Kansas, as well as local and federal law.
 - b. Represent the Authority before various trial and appellate courts, both state and federal; represent the Authority before various administrative agencies of the States of Missouri and Kansas and the Federal Government.
 - c. Advise Authority management on the legal aspects in a broad variety of administrative matters. Evaluate the Authority's legal position in matters involving potential litigation or other risks.
 - d. Review and advise on various contracts with the Authority's vendors and client communities. Determine that these contracts include all applicable clauses to protect the Authority's interest. Counsel may be required to negotiate contract disputes, cancellations, enforcement, modifications, etc.
 - e. Prepare contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the Authority.
 - f. Prepare legislation required to amend the Authority's compact or to grant power and authority necessary to effectively carry out existing or new functions and advise the Authority to retain special counsel when highly specialized legal expertise or potential conflicts of interest are involved.
 - g. As directed by Authority staff and/or the Board, assist with KCATA's legislative efforts in the states of Missouri and/or Kansas, local and federal legislative efforts, attend strategy meetings with KCATA, other transit providers, lobbyists or other parties interested in or involved in funding of public transit. Research and develop language for funding initiatives requiring governmental approval.
 - h. Provide legal representation for Authority employees operating within the scope of their official duties who have been involved in traffic accidents in the states of Missouri and Kansas while driving Authority vehicles.
 - i. Perform other miscellaneous legal services concerning Authority employee representation in the states of Missouri and Kansas upon request of the Authority.
 - j. Provide other legal advice/assistance, including, but not limited to the following:
 - Freedom of Information Act; Kansas Open Meetings Act and Open Records Act, and Missouri Sunshine Law
 - Codes of Conduct and Conflicts of Interest
 - Record Retention Requirements and Policies

- Privacy Policies
- Policy writing
- Intergovernmental Memos of Understanding
- Advertising law
- Public entity law

2. Employment and Labor Law.

a. General Employment.

- 1) Provide full-service research, advisory and representative/litigation services in all facets of employment relations and claims under Title VII of the Civil Rights Act. Inform ATA staff of recent developments in employment areas and the application of such developments to KCATA's policies and practices. Provide guidance on what constitutes proper policies, procedures, and training to implement changes, assure full compliance and avoid claims.

- 2) Such services include, but are not limited to, the following areas:
 - Affirmative Action
 - Americans With Disabilities Act (ADA)
 - Americans with Disabilities Amendments Act of 2008
 - COBRA
 - Constructive Discharge Claims
 - Contract Employee versus Independent Contractor
 - Discrimination and Harassment Claims
 - Department of Transportation's Commercial Driver's License Requirements
 - Drug and Alcohol Testing
 - Equal Employment Opportunity (EEO)
 - Fair Labor Standards Act (FLSA)
 - Family Medical Leave Act (FMLA)
 - Hostile Work Environment and Related Claims
 - Immigration
 - Payroll and Garnishments, Wage Attachments, Interrogatories, Domestic Relations Orders, Child Support Orders, etc.
 - Retaliation Claims
 - Policy Development and Employee Handbooks
 - Privacy in the Workplace
 - Retaliatory Charges
 - Section 401A and 457 Deferred Compensation
 - Defined Contribution and Benefit Plans
 - Supervisory Employment Law Training
 - Terminations
 - Training in various areas of employment law

- Unemployment Compensation
 - Veterans' Rights
 - Workplace Violence
 - Workforce Reduction and Layoffs
 - Wrongful Discharge and Related Claims
- 3) Represent the Authority in judicial and administrative claims of race, religion, sex, age and disability discrimination, retaliation, harassment, wrongful discharge, and all other claims related, but not limited to Title VII civil rights.
- 4) Manage each case from inception through trial and, if necessary, through the appeal process. The effort includes full discovery, all motions and pleadings, necessary research, selection and preparation of witnesses and experts, as well as court appearances. The Authority's EEO Officer and Human Resources Director will assist Counsel in gathering and researching existing information relating to each case.
- 5) Keep Authority staff fully informed as to all aspects of each case and coordinate with Authority staff in case management.
- 6) Provide full-service research, advisory and representative services in all facets of employee benefits including, but not limited to the following:
- Qualified Flexible Benefits and Cafeteria Plans
 - Employee Wellness Programs and Incentives
 - Public Sector Pension Plans
 - Public Sector Deferred Compensation Plans
 - Pre-Tax Benefits
 - Beneficiary and Estate Claims on Death Benefits
 - Requirements and implementation of the Patient Protection and Affordable Care Act and other current and future health care legislation.
- b. Labor Law. KCATA employs approximately 575 people, with a majority belonging to the Amalgamated Transit Union (ATU), Local 1287. Bus Operators, bus mechanics, vehicle maintenance service workers, stock workers, building janitors and facilities maintenance workers, and office clerks are all members of Local 1287. KCATA's labor contract with Local 1287 will expire on December 31, 2027. The following general duties include, but are not limited to:
- 1) Provide full-service research, advisory and representative services in all facets of labor relations including, but not limited to:
- Binding Interest Arbitration
 - Collective Bargaining
 - Contract Interpretations and Enforcements
 - Grievance Negotiation, Mediation and Arbitrations
 - Labor Sign-off on Federal Grants
 - Review of Employee Manuals
 - Section 13(c) Federal Protective Arrangements
 - Union Elections and Decertification Petitions

- Work Slowdowns
 - Supervisory training on grievance avoidance and handling, labor contract interpretations, etc.
- 2) These services include hearing/fact-finding/mediation/arbitration preparation, presentation, post-hearing briefs, and appearances before arbitrators and hearing officers. Counsel will also represent the Authority in litigations arising from labor disputes and may also participate in representing KCATA in contract negotiations and related court actions.
 - 3) Assist the Authority in securing labor certifications required to obtain federal grants. A requirement to protect mass transit employees is contained in Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). The Department of Labor (DOL) must approve these arrangements before the U.S. Department of Transportation's Federal Transit Administration (FTA) can release funds to grantees. The terms and conditions of the protective arrangements are included in KCATA's contract with FTA.
 - 4) The protected rights include the preservation of rights and benefits under existing collective bargaining agreements, the continuation of collective bargaining rights, protection of individual employees against a worsening of their positions related to employment, assurances of employment to employees of acquired mass transportation systems, priority of reemployment, and paid training or retraining.
 - 5) Assist the Authority in strategizing to accomplish various operational goals while avoiding liability under 13(c).
 - 6) Assist or represent the Authority, upon request, on any labor or employee-related matter.
3. Real Estate; Environmental; Fixed Guideway; and Economic Development and Implementation Law.
- a. Real Estate
 - 1) KCATA's Transit Oriented Development (TOD) and START Bond efforts requires a combination of expertise at the intersections of public finance, real estate, public-private ventures, and private sector development to advance KCATA's TOD/Economic Development interests around transit corridors.
 - 2) The Authority may construct additional maintenance and office facilities, joint development projects, park-and-ride lots, transit centers, bus passenger shelters/benches, bus pull-offs, bus turn-around, transit stations and other facilities throughout the community. Property acquisition may be necessary. This property may be condemned, purchased, leased, or easements negotiated by the Authority. The property affected could be either public or private. Legal services are required to assist in the negotiations, to provide advice, to prepare all legal documents and filings, and to represent the Authority on all such matters. If necessary, and at the KCATA's direction, secure surveys, appraisals, environmental site assessments, title insurance, photographs, settlement agreements, joint development agreements, closing coordination, etc.
 - 3) Federal grant funds are frequently used to acquire property. Assuring satisfaction of all federal acquisition requirements, including relocation, will be required.
 - 4) Assist and advise the Authority in the purchase/sale/lease of property. Prepare agreements and/or contracts. Advise and represent the Authority in negotiations,

condemnation, valuation, financing, zoning, site plan approvals, easements, restrictions and covenants, and leases. Provide all filing and necessary related services.

- 5) Maintain a master file with copies of surveys, appraisals, title insurance, closing statements, photographs, etc. Original documents shall be the sole property of the Authority and shall be forwarded to the Authority.

b. Environmental.

- 1) Advise on local, state, and federal environmental laws and/or regulations as they affect the Authority.
- 2) Research and formulate opinions on environmental issues and provide assistance with written environmental documentation, including the formalization and documentation of ATA environmental policies and procedures, licensing agreements, contracts, etc.
- 3) Assess results and advise on environmental audits and reviews, environmental site assessments and National Environmental Policy Act reviews.
- 4) Provide representation with local, state, and Federal regulatory agencies including but not limited to the Missouri Department of Natural Resources (MDNR), Environmental Protection Agency (EPA), and City of Kansas City, Missouri, and in any environmental litigation.
- 5) Provide representation in various ventures with public and private sector companies regarding environmental issues.
- 6) Provide business activity counseling as follows:
 - Environmental Compliance
 - Risk Management and Insurance Coverage for environmental damages
 - Internal Investigations
- 7) Provide staff with expertise and experience in environmental science and law.
- 8) Provide other miscellaneous legal services concerning environmental issues, upon request of the Authority.

c. Major Transit Project and Economic Development.

- 1) As directed by KCATA, work with other entities to develop, review or approve necessary agreements or other documents for the satisfactory implementation and operation of major transit projects. Project may include streetcars, light rail, bus rapid transit, commuter rail, other fixed guide-way transit or similar type transit projects. Projects may be implemented by KCATA or implemented by others with the assistance, support, or cooperation of KCATA.
- 2) Assist in addressing legal issues arising from such major capital projects and in developing, reviewing, or approving legal documents including cooperative agreements, memoranda of understanding, ordinances, authorizing legislation, contract, etc.
- 3) As needed, work with the City of Kansas City, Missouri, other governmental entities and KCATA staff in obtaining necessary approvals of fixed-guideway or other major project plans and/or cooperative agreements for funding, planning, development, and operation

of fixed- guideway transit projects including Bus Rapid Transit, streetcar, commuter rail or other similar transit lines.

4. Intellectual Property.

- a. KCATA contracts with several third-party software vendors for applications necessary for daily operational and business functions such as Scheduling, Dispatching, Maintenance, Finance, Human Resources, Procurement, Vehicle Tracking including real time arrival, etc.
- b. It is KCATA's goal to maintain ownership of the data in these systems and to provide open access to this data to KCATA and its authorized vendors for the development of interfaces, creation of custom applications and to allow a wide variety of vendors to assist KCATA in effectively utilizing this data.
- c. The following general duties include, but are not limited to:
 - 1) Provide full-service research, advisory and representative services in all facets of technology and software including, but not limited to:
 - (a) Prepare, review, and negotiate agreements and license agreements for the purchase and implementation of technology and software to ensure that any transaction adheres to KCATA's business objectives and strategic direction.
 - (b) Prepare, review, and negotiate agreements to protect KCATA's ownership of, and KCATA's and its authorized representatives or contractors access to, KCATA's data stored in the software.
 - (c) Prepare, review, and negotiate contracts and license agreements that preserve KCATA's right to integrate other hardware and/or software so as not to limit competition for such other hardware/software.
 - (d) Prepare, review, and negotiate contracts and license agreements that will not limit KCATA's ability to integrate new technology in the future nor limit KCATA's ability to meet customers changing information demands because of unreasonable additional licensing fees or issues with data ownership and access.
 - (e) Assist with disputes over the determination of system acceptance criteria.
 - 2) Provide other miscellaneous legal services concerning intellectual property issues, upon request of the Authority.

5. Federal Grant Law. The Contractor shall provide advice, legal research, and representation services regarding the requirements of federal laws and regulations as they relate to federal grant funding received by Kansas City Area Transportation Authority from the Federal Transit Administration (FTA) and related issues.

6. Workers Compensation Litigation. The Contractor shall provide advice, legal research, and representation services regarding the requirements of Kansas and Missouri worker compensation laws and regulations as they relate to claims and related litigation.

7. Vehicle Litigation Services. Litigation Legal Services. Vehicle litigation legal services include the following types of matters, but are not limited to:

- a. Research and deliver opinions on operational matters, including the Authority's rights and responsibilities under applicable federal, state, and local laws.

- b. Represent the Authority before various trial and appellate courts, both state and federal; represent the Authority before various administrative agencies of the States of Missouri and Kansas and the Federal Government.
- c. Advise Authority management on the legal aspects in a broad variety of liability issues. Evaluate the Authority's legal position in matters involving potential litigation or other risks.
- d. Prepare contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the Authority.
- e. Written discovery, witness prep., depositions, and mediations.
- f. File pre- and post-trial motions, trial prep and trials, along with all actions necessary to successfully represent the KCATA and its employees to resolve the matters.
- g. Provide legal representation for Authority employees who have received traffic citations or who have been involved in traffic accidents in the states of Missouri and Kansas while operating Authority vehicles in the course of their employment.
- h. Perform other miscellaneous legal services concerning Authority employee representation in the states of Missouri and Kansas upon request of the Authority.
- i. Provide other legal advice/assistance as requested.
- j. The Contractor will represent the KCATA and its employees in accident litigation from pre-litigation through appeal.

6. Bond Counsel.

- a. The KCATA anticipates and contemplates the issuance of general obligation bonds as the financing needs of the KCATA may require for the acquisition and construction of public improvements. The KCATA has in the past, and may in the future, contemplate the issuance of other types of debt instruments, including but not limited to certificates of participation, special revenue, and construction purpose bonds, and other temporary or permanent financing bonds.
- b. If selected, bond counsel will be expected to work with KCATA CEO, Chief Financial Officer, and Chief Legal Officer.
- c. Bond Counsel will be expected to perform the following professional services for the KCATA:
 - 1) Provide continuous and ongoing legal advice and counsel to the KCATA concerning the federal and state laws, rules and regulations related to various methods for financing public improvements.
 - 2) Provide, upon request, consultation, and assistance to KCATA to train legal staff in matters related to bond and municipal finance law.
 - 3) Prepare and process and/or review and comment on all documents necessary or appropriate for the authorization, publication, issuance, sale and delivery of any bonds or other financing instruments.
 - 4) Conduct and supervise all proceedings necessary or appropriate for the sale and issuance of bonds or other financing instruments, including the execution of documents and the closing of all sales.

- 5) Assist the KCATA or other responsible persons with the preparation of any official statements, preliminary and final, private placement memorandum, or other form of offering statement relating to the issuance of any bonds or other financing instruments.
- 6) Obtain all approvals, rulings, permissions, and exemptions which are necessary or appropriate for the issuance of any bonds or other financing instruments.
- 7) Render any legal opinions necessary or appropriate to ensure that any bonds or other financing instruments are exempt from federal income tax, if appropriate; that the federal and state tax and securities laws are complied with; that any security agreements, indentures or other related contracts or documents are valid and enforceable; and that the financing instruments are lawful and eligible for investment, as necessary.
- 8) Prepare full and complete bond forms and transcripts as necessary and appropriate.
- 9) Assist KCATA in all communications and consultations with investment rating organizations and underwriters to best represent the interests of the KCATA.
- 10) Attend meetings of the Board of Commissioners at the request of the KCATA.
- 11) Provide other such legal assistance and service as may reasonably be requested or required for the financing of public improvements by KCATA.
- 12) Advise on the terms and structure of bonds.
- 13) Advise on proper use of bond proceeds and compliance with arbitrage requirements.
- 14) Advise and represent the KCATA in court or any administrative procedure on matters relating to compliance with Federal regulations or state rules as they may arise in the context of bond issues.

2.3 Cost Control and Case Management

A. In an effort to control costs and increase efficiency without sacrificing quality, KCATA has developed general and case/project management guidelines to follow. Other guidelines may be established in specific work areas.

B. General Guidelines.

1. Authorization of Work. The attorney shall not perform any work unless prior written authorization has been received from KCATA's Chief Legal Counsel or authorized representative.
2. Attorney Assignment. Delegation of appropriate tasks to associates and paralegals is acceptable. However, KCATA requires that a reasonable continuity in staffing be maintained. KCATA should not be billed for redundant file reviews and other activities needed to bring new staff members up to speed. Law firm shall not assign any attorney to work on KCATA projects unless KCATA has approved the attorney in advance. Upon request, the law firm should provide KCATA with the name, profile/resume and hourly rate of each attorney or paralegal working on any matter in advance.
3. Initial Case (or Project) Assessment. For any matter expected to exceed \$20,000 in legal fees or settlement/litigation awards, the law firm shall provide an oral or written assessment within 30 days of assignment, addressing the following:
 - a. Legal opinion as to strengths and weaknesses of case.
 - b. Litigation strategy, if applicable.

- c. Outline of activities
 - d. Anticipated motions, and likelihood of success of such motions.
 - e. Exposure evaluation and recommended settlement amounts, if applicable.
 - f. Estimated budget covering anticipated legal costs and other expenses.
4. Outside Experts. Expenses for an outside expert must be authorized by KCATA in advance of incurring any charges.
 5. Reporting. Law firm shall forward copies of all relevant documents to KCATA in a timely manner. The law firm should provide regular reports (frequency to be determined based on activity) concerning the progress of the litigation/project and should include:
 - a. Notification of conference, mediation, trial, and deposition dates.
 - b. Summaries of interviews and depositions.
 - c. Summaries of important documents and medical records.
 - d. Status of the case and activities still to be accomplished.
 - e. A column identifying any new activity on the matter.
 6. Case Closing. At the conclusion of each case, law firm shall ensure that the signed original of all settlement documents and agreements, and a copy of all final disposition orders are delivered to the KCATA.
 7. Law firms will be expected to monitor actual expenditures in comparison with annual contract amounts, and not exceed contractual totals without a written contract amendment. Law firms should contact KCATA’s designated Procurement staff before going over contract amounts for legal services.
 8. Prior to accepting a KCATA assignment, law firms must conduct an internal review to determine whether a potential conflict exists. Any such conflict, or potential conflict, must be divulged and examined.
 9. Bond counsel services shall be costed on a transactional basis consistent with marketplace professional fees for services rendered depending on scope and magnitude of issue.

C. Invoicing Procedures.

1. Invoice Date. All invoices should be submitted to KCATA within 30 days following the end of the month in which the services were rendered, or expenses incurred.
2. Invoice Format. Each invoice should cover only one case and should provide a detailed description of services rendered in chronological order. KCATA will provide Contractor with the appropriate billing code to be used for the matter. The detail must identify the attorney or staff member providing the services, date of services, hours worked (in at least tenths of an hour), hourly rate, amount billed (rate times hours), and a detailed description of the services rendered. The following is an example of this format:

Date	Attorney Name	Description	Hours	Hourly Rate	Total
7/1/2026	Brandy Williams	Prepare interrogatories; phone conference	3	\$125.00	\$375.00

3. All eligible expenses incurred by the law firm must appear separately from the legal fees on the invoice. Supporting documentation for each expense item should be attached. Any item labeled “miscellaneous” will not be paid.

4. A monthly summary invoice must be provided with total fees and expenses and uploaded to the KCATA's legal invoice billing service.
5. Reimbursable Expenses.
 - a. Photocopies. All invoices must identify the applicable case or project, number of pages copied and the charge per page for all copying cost charges. Copy charges are limited to the lower of \$0.10 per page for black/white copies and \$0.15 per page for color copies, or law firm's standard rate for copying charges.
 - b. Postage. Total postage or overnight mail services must have itemization. The law firm should use overnight mail or couriers only when absolutely necessary or requested by KCATA. When KCATA has allowed enough time for response, and the overnight delivery is a result of the law firm's delay, overnight delivery will not be reimbursed.
 - c. Facsimiles. KCATA is not responsible for page fees for facsimiles and will only pay long distance telephone charges associated with any fax.
 - d. Travel. Contractors will follow the same policy guidelines as enforced for KCATA employees, included herein as Attachment C. All travel on KCATA's behalf must be pre-approved in writing.
 - e. Outside Experts. While expenses for an outside expert are reimbursable, they must be authorized in writing by KCATA in advance of incurring any charges.
6. Non-billable/Non-reimbursable Activities. It is expected that counsel will only charge KCATA for those activities that are necessary to protect KCATA interests. Invoices should not contain charges for such activities as:
 - a. Negotiating, reviewing, writing, or any service whereby counsel is representing the law firm's interest, rather than KCATA's interests, such as, but not limited to, the contract or contract amendments for legal services between KCATA and the law firm.
 - b. Preparation or review of invoices or resolving payment issues.
 - c. Reviewing or analyzing potential conflict issues.
 - d. Routine or elementary legal research of issues considered common knowledge by reasonably experienced local counsel (i.e., procedural issues, courts rules, etc.).
 - e. Reading, reviewing, researching, attending seminars, etc., on new laws to gain an understanding in order to continue providing competent services in that area of law, or for which the law firm provides such services to multiple clients. This disallowance does not apply when the new law or matter in question is specific to KCATA.
 - f. Time or expenses incurred due to staff changes or the departure of law firm resources.

**SECTION 3
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. The terms “solicitation” and “Request for Proposal” and “RFP” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams at dadams@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Proposal Submissions

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on July 16, 2026**. Proposals received after the time specified may not be considered for award.

B. Proposal Delivery.

- 1. Firms shall submit one (1) original, unbound proposal (all required documents with no spiral binding) via USPS, courier, or hand delivery to

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

The outside package must include the RFP number and Project Title.

- 2. Hand deliveries are only to **KCATA’s Shipping/Receiving Department**. Allow time for navigating through security and parking. Proposals delivered to other locations at KCATA may be considered late and non-responsive.
- 3. Firms are to provide a complete copy of their proposal and all required submittals on a USB drive, **without password protection**:
 - Each Volume 1 through 3 to be submitted in a separate .pdf and labeled accordingly
 - Financial Statements to be submitted separately and labeled **CONFIDENTIAL**
 - Redlined Contract Terms and Conditions are submitted in **Word** format
- 4. Proposals received via electronic mail (email), or password protected USB drives will not be considered.

3.3 Reservations

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

- B. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
- C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.4 Proposer's Responsibilities

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

3.5 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 closes. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.
- B. Incomplete proposals may render the proposal non-responsive.

3.7 Modification of Proposals

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

3.8 Unbalanced Proposals

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

3.9 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
 - 1. Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later

than five (5) days before the bid closing date.

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

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

3.10 Disclosure of Proprietary Information

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

3.11 Diverse Business Enterprise Requirements

- A. It is KCATA's policy that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime contractors, joint ventures, or subconsultants.
- B. KCATA's diversity programs are subject to the requirements of 49 CFR Part 26, and it is KCATA's policy to:
1. Ensure nondiscrimination in the award and administration of contracts;
 2. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable laws and regulations;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate in the programs;
 5. Help remove barriers to the participation of diverse firms in contracts;
 6. To promote the use of diverse firms in all types of contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the diversity programs.
- C. Funding for projects under these contracts may be funded in part by the federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA), or may be a combination of funds appropriated by the state, county, or city governments. *Federally funded projects will be subject to DBE and SBE requirements. For projects funded by other sources, MBE, WBE or SLBE requirements will apply.*
- D. At the time of this solicitation's issuance, Executive Orders prohibit DBE/Diversity goals on federally funded projects. Therefore, no diversity goal is established for this project.
- E. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

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

4.2 Proposal Format

A. Volumes shall be submitted in the following order:

- Volume 1: Price Proposal
- Volume 2: Technical Proposal
- Volume 3: Contractual Documents

B. Proposers interested in multiple categories are required to submit one Technical Proposal (Volume 2) but must submit a separate Price Proposal (Volume 1) for each category.

C. Proposers shall submit an original, unbound set of all volumes and other submittals as indicated.

D. Each volume and supplemental documents are to be submitted on a USB drive in the proper format as described in Section 3.2. Each document is to be labeled with the volume number and the Proposer's name.

E. **No Price Proposal information is to be included within Volumes 2 and 3** (with exception to the pricing in Attachment C-2, "Letter of Intent to Subcontract with DBE" (Volume 1) if utilizing a diverse Subconsultant. Volumes 1 and 3 are not shared with the evaluation team.

F. Submission of the proposal shall constitute a firm offer to KCATA for one hundred twenty (120) days from the date of closing.

4.3 Volume 1 – Price Proposal

A. Proposers are asked to submit a Price Proposal (Attachment C-1) with the fully burdened labor rates for staff that will be performing services for KCATA as described in Section 2, "Scope of Services." The same information is to be provided for any Subconsultant proposed.

B. **Firms that are submitting proposals for multiple categories must submit a separate Price Proposal for each category, with the category identified on the document.**

C. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. The Price Proposal must include rates for all five years of the anticipated contract term and option years. All work performed by the Contractor will be based on the labor rates for the applicable contract term.

D. Proposers should submit proposals with a fee structure that includes legal services fees consistent with most favored client status (billable rates should be no higher than the lowest rate billed to any client of the proposer).

E. Travel expenses, if any, must be approved in advance by KCATA. Contractors will follow the same general travel guidelines as KCATA employees (Attachment B).

F. Proposers may submit a proposal detailing cost saving options for legal services.

- G. additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.
- H. Letter of Intent to Subcontract. This letter (Attachment C-2) is only required for each Diverse Subconsultant providing services under this project, and must be signed by both the Prime and the Subconsultant
- I. The Price Proposal documents shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal (Volume 2).**

4.4 Volume 2 – Technical Proposal

- A. Firms may submit one (1) combined, comprehensive technical proposal for all categories. Firms must clearly identify the categories they are pursuing and demonstrate the team's experience (Prime and Subconsultant) in each.
- B. 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. The following are **excluded** from the page count:
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Resumé and background information (please do not include any more than 2 pages per individual)
 - Supplemental documents that are requested as part of this RFP
 - Additional lists of references
- D. Each technical proposal should enable the Selection Committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:
 - 1. Letter of Transmittal. The letter should be addressed to Kristen Emmendorfer, KCATA Procurement Director, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Statement of legal categories the firm is pursuing.
 - b. Name of lead firm and proposed team members proposed for each category. Include the name, address, telephone numbers(s) and email addresses of all subconsultants if included.
 - b. Identify primary office location for the lead firm and key staff members. Define typical response

time to requests for unscheduled/unforeseen meetings, deliveries, emergencies, and coordination efforts that may arise during the project.

- c. Name, title, address, telephone number and email address of the firm representative/contact person that will be the primary liaison for KCATA's service needs.
 - d. Proposed working relationship among firms identified (i.e., Prime, Subconsultant).
 - e. Briefly state the firm's understanding of the services to be performed and make a positive commitment to providing services as specified. Identify all categories interested in pursuing.
 - f. Acknowledgement of Receipt of Addenda (if any).
2. Title Page. Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
 3. Table of Contents. Clearly identify the materials submitted by section and page number.
 4. General Business Background. Provide a brief synopsis of the Proposer's and major subconsultants' businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
 5. Experience and Qualifications of Firm and Key Personnel.
 - a. This section should demonstrate the Proposer's experience, skills, and qualifications of the key personnel related to the categories of legal services the firm is pursuing. Describe direct experience of Principal Attorney and all staff that will be assigned to KCATA's account. Detail additional services the Proposer will provide that are not specifically required in this RFP. This information should be provided for each category.
 - b. Provide resumes (please limit to no more than two (2) pages per individual) for the key personnel and discuss the unique qualifications these individuals bring to the account. Indicate whether each has performed work for public agencies and/or entities similar to KCATA and what is requested in the RFP.
 - c. Provide a list of license numbers and applicable state for each attorney assigned to KCATA's account.
 - d. References. Prime Consultant and each subconsultant shall provide a minimum of three (3) references that positively demonstrate past performance and other technical skills, competencies, and experience related to the Scope of Services. The references should include:
 - Name of Company
 - A brief summary of services performed
 - Contact information for a person that can speak to the work performed to include name, title, telephone number and email address
 - Start/completion dates of contract
 - e. Provide an organizational chart showing how the account will be staffed in all function areas. Indicate how the local staff will be supported by other regional and national staff and the reporting relationships between local staff and other firm management staff, if applicable.

7. Exception and Omissions.

a. **Exceptions.**

1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.

2) Contract Terms and Conditions.

(a) A sample of KCATA's Contract Terms and Conditions, including KCATA's Travel Policy for Contractors (Attachment A). Proposers should review the sample terms and conditions and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted. Federal Transit Administration terms are not negotiable.

(b) Proposers are asked to submit the sample terms and conditions in Word format (document provided by KCATA) with exceptions and suggested language redlined as a separate document and labeled accordingly.

(c) Include the redlined document in Volume 2.

b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

4.5 Volume 3 – Contractual

A. Financial Condition of the Firm.

1. 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.

2. 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 subconsultants are not required.**

3. Financial documents must be submitted as a separate .pdf document and marked CONFIDENTIAL. These documents are not shared with the Selection Committee.

B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, status, and, if applicable, the disposition.

D. Proposer Status – Vendor Registration.

1. All firms (prime contractors, subconsultants, and suppliers) doing business with KCATA must complete the 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 prior to 2018 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. A confirmation email will be sent with instructions to create a permanent password and instructions to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features. This process requires a current IRS Form W9.
3. Prime Contractors must complete the online Vendor Registration Questionnaire. Subconsultants are encouraged to register to be included in notices of future solicitations.
4. If registered, provide a copy of registration document with proposal.
5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Mr. Lee Barnes, KCATA's Project Manager/DBE Liaison Officer at (816) 346-0304 or via email at lbarnes@kcata.org.

E. Forms Due with Proposal Submission. The following forms are required and must be provided as part of **Volume 3**.

1. KCATA Affidavit of Civil Rights Compliance. Contractors and Subconsultants 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 D. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment E-2) or a current EEO-1 Report that has been filed with another government agency.
3. Employee Eligibility Verification.
 - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all Subconsultants at all tiers.
 - b. 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.
 - c. Proposer shall submit acceptable proof of enrollment that includes the E-Verify Memorandum of Understanding (MOU). Provide a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
 - d. The Proposer shall obtain this affidavit (Attachment FG-2) from its Subconsultants at all tiers.
 - e. This form is renewable annually.
4. Non-Collusion Affidavit to be completed by Prime Contractor only (Attachment G).
5. 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.

6. Debarment.

- a. The Proposer, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200 (see Attachment H-1).
- b. The Proposer agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended Subconsultant, and to obtain a similar certification from any Subconsultant (at any tier) seeking a contract exceeding \$25,000 (Attachment H-2).
- c. The Proposer agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective Subconsultant 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.

7. Lobbying.

- a. The Proposer is required to certify that no Federal or non-federal funds were used to influence or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action regarding the project(s) 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 C.F.R. Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended (see Attachment I-1).
- b. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. The Proposer is required to obtain the same certification and disclosure from all Subconsultants (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more (Attachment I-2). Any disclosure forms received by the Proposer must be forwarded to the KCATA.

8. Federal Tax Liability and Recent Felony Convictions.

- a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies (Attachment J-1) that to the best of its knowledge and belief that:
 - 1) The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
 - 2) The Contractor has not been convicted of any felony criminal violation under any Federal law within the preceding 24 months.

- b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
- c. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all Subconsultants (at all tiers) (Attachment J-2).

4.6 Proposal Evaluation Criteria

- A. Proposals will be evaluated by a Selection Committee based on the following criteria which are listed in descending order of importance.
 1. Quality of Professional Legal Staff Proposed to Service the KCATA Account. Proposers should assume that these items may be considered:
 - Depth of knowledge and experience of the principal attorney and other attorneys (including subconsultants) proposed in accordance with this RFP.
 - Depth of knowledge and experience in areas of legal specialization required by KCATA.
 - Success and experience in giving legal counsel to public sector clients with complex governance structures and funding systems.
 - The quality and value of any previous legal services work performed by Proposer in relation to the fees billed to KCATA.
 - Knowledge of local, state, and federal legal requirements in both Kansas and Missouri, and how they apply to KCATA.
 2. Overall Capability and Quality of the Proposing Firm. Included in this evaluation are such matters as:
 - Experience and depth of professional legal staff in each of the areas of specialization required by the KCATA.
 - Number of clients for whom the firm provides legal services similar to those required by KCATA.
 - Newsletters, seminars, workshops, etc., the law firm sponsors to inform clients of legal issues, changes, and developments, and to provide broad-range advice and education.
 - Overall size of legal and support staff; office location in relation to the KCATA's headquarters; and other resources.
 - History of the firm, including growth, client retention, and briefings and updates provided
 3. Price Proposal. Hourly rates submitted by Proposer and subconsultants shall be evaluated on reasonableness, completeness, and realism as appropriate.

4.7 Presentations/Interviews/Written Responses

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

4.8 Consultant Selection

Based on the evaluation process described above, the Selection Committee will determine the best-qualified firm(s)/team(s) for this project and, if required, begin negotiations with selected firm. If negotiations are successful, the Selection Committee will recommend the best-qualified firm/team to KCATA's Board of Commissioners for final authorization.

4.9 Contract Award

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all Subconsultants at the closing date/time.

- Volume 1: Price Proposal
 - ✓ Attachment C-1 Price Proposal
 - ✓ Attachment C-2 Letter of Intent to Subcontract (only if utilizing Diverse Subconsultants)

- Volume 2: Technical Proposal

- Volume 3: Contractual
 - ✓ Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subconsultants)
 - ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subconsultants)
 - ✓ 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 (only if using Subconsultants)
 - ✓ Attachment G Non-Collusion Form (Prime Contractor Only)
 - ✓ Attachment H-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
 - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
 - ✓ Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
 - ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
 - ✓ Attachment J-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
 - ✓ Attachment J-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)

- Required Documents Provided As Separate Documents (Properly Labeled)
 - ✓ Sample Terms and Conditions – Exceptions redlined and in **Word format**
 - ✓ Financial Statements for Past Two (2) Years – Prime Contractor Only and marked Confidential

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS SAMPLE CONTRACT IS THE BASIS OF THE AWARDED PROPOSER'S FINAL AGREEMENT. PROPOSERS MUST PROVIDE ANY EXCEPTIONS AND SUGGESTED LANGUAGE AS PART OF THEIR PROPOSAL.
FEDERAL TRANSIT ADMINISTRATION TERMS ARE NOT NEGOTIABLE

THIS CONTRACT (the "Contract"), made and entered into as of the _____ day of _____, 2026, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and _____ ("**Contractor**"), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto, and of the compensation to be paid as hereinafter specified, 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 products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated June 9, 2026 and entitled "Kansas City Area Transportation Authority (KCATA) Legal Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix C. The Contractor hereby agrees to provide the (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix D 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 one (1) year beginning October 1, 2026 and expiring on September 30, 2027, with four (4) one-year extension options. The services to be performed and the deliverables to be provided 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 Price Proposal (Appendix E) and authorized travel expenses in accordance with KCATA's Travel Policy (Appendix B). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars and ____ Cents (\$_____).

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; and
- D. Contractor’s Proposal Response; and
- E. KCATA’s RFP and Scope of Work/Specifications, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. KCATA Standard Contract Terms and Conditions; and
- Appendix B. KCATA’s Travel Policy
- Appendix C. KCATA’s Scope of Work/Technical Specifications; and
- Appendix D. Contractor’s Proposal/Statement of Work; and
- Appendix E. Contractor’s Price Proposal

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

**CONTRACTOR’S NAME
(CONTRACTOR)**

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

By _____
Name
Title

By _____
Brigette Williams
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of KCATA. In the event of KCATA's consent to assignment of this Contract, all 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 surety, 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 thirty (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 Federal Public Transportation Programs.

1. Contractor must prohibit:
 - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age);
 - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
 - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
 - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
 - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and

e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of 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.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; 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.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. 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.

D. Access to Services for Persons with Limited English Proficiency. Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.

E. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

F. 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. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

10. 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 subconsultants for any cause provided such request for removal shall be documented in writing to Consultant.

11. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subconsultant 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.

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. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of contracts;
 2. Create a level playing field on which diverse firms can compete fairly for contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law and regulations;
 4. Help remove barriers to the participation of diverse firms in contracts;
 5. To promote the use of diverse firms in all types of contracts and procurement activities; and

6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.

B. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.

C. For this contract, there is no diversity participation goal established.

D. 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 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)).

14. EMPLOYEE ELIGIBILITY VERIFICATION (FOR CONTRACTS OVER \$5,000)

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 subconsultants at all tiers with contracts exceeding \$5,000.

B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

15. FORCE MAJEURE

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

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

16. GENERAL PROVISIONS

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

- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subconsultants and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

18. HEADINGS

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

19. INDEPENDENT CONTRACTOR

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

20. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.

- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

21. INSURANCE

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

1. Workers’ Compensation:

- a. State: Missouri and/or Kansas – Statutory
- b. Employer’s Liability: Bodily Injury by Accident -- \$1,000,000 Each Accident
 Bodily Injury by Disease -- \$1,000,000 Each Employee
 Bodily Injury by Disease -- \$1,000,000 Policy Limit

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

3. **Auto Liability:**

Bodily Injury and Property Damage: \$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 subconsultants during the performance of work under this Contract.

4. **Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each Claim
\$1,000,000 Annual Aggregate

The Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

5. **Pollution**

Pollution Liability Limit: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

The Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

6. **Umbrella or Excess Liability**

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

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

7. **Cyber Security** \$3,000,000 Minimum Coverage

In lieu of Cyber Security insurance, Contractor must execute a Business Associate Agreement (BAA) as part of their Contract. The BAA must include language stating that the vendor "shall bear full financial responsibility for any and all costs, damages, liabilities, or claims arising directly or indirectly from the unauthorized disclosure, misuse, or breach of Personally Identifiable Information (PII) obtained from KCATA.

22. LIABILITY AND INDEMNIFICATION

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subconsultants, or sub-subconsultant, their respective agents or anyone directly employed by any of them or anyone.

B. **Subrogation.** Contractor, its agents, and any subconsultant hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subconsultants, or sub-subconsultants, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subconsultant action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subconsultant or sub-subconsultant indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subconsultant, or sub-subconsultant under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subconsultant or sub-subconsultant, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.

4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

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

23. LICENSING, LAWS, AND REGULATIONS

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

B. The Contractor shall comply with all applicable and current rules, regulations, and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

24. NOTIFICATION AND COMMUNICATION

A. Communications regarding technical issues and activities of the project shall be exchanged with Keith Smith, KCATA’s Chief Legal Officer, at (816) 346-0247 or via e-mail at ksmith@kcata.org.

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

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

If to Contractor: _____

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

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

25. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subconsultant upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage, or destruction of or to such material.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

26. PRIVACY ACT REQUIREMENTS

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

27. PROHIBITED INTERESTS

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

28. PROHIBITED WEAPONS AND MATERIALS

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

29. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

30. REQUESTS FOR PAYMENT

- A. Contractor shall timely submit invoices for work performed each calendar month by the 15th day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically via Xakia Connect, KCATA's dedicated portal for legal invoices. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing

period applicable and itemize list of pre-approved expenses (including travel). Subconsultant invoices and all receipts shall be attached to the invoice and submitted as one .pdf document. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.

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

31. RIGHT TO OFFSET

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

32. SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed Reg. 19217); Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

33. SEVERABILITY

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

34. SUBCONSULTANTS

A. **Subconsultant Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subconsultants approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subconsultants 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 Subconsultants and for all actions of subconsultants performing work under this Contract. Any contact from Subconsultants to KCATA shall be limited to KCATA's Director of Procurement.

C. **Diverse Subconsultant Employment.** See Article 13, "Diverse Business Enterprise Requirements.

D. **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 subconsultants 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:

Assignment
Civil Rights
Conflicts of Interest (Organizational)
Dispute Resolution
Diverse Business Enterprise Requirements
Employee Eligibility Verification
Force Majeure
General Provisions
Headings
Inspection of Services
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Seat Belt Use Policy
Termination
Texting While Driving and Distracted Driving

Required Federal Clauses

Changes in Federal Requirements
Debarment and Suspension
Disadvantaged Business Enterprise Requirements (DBE)
Disclaimer of Federal Government Obligations or Liability
Environmental Regulations
Federal Tax Liability and Convictions
Fraud and False or Fraudulent Statements or Related Acts

Incorporation of FTA Terms
Lobbying
Prohibition on Restricted Telecommunications and Surveillance Equipment
Trafficking in Persons

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

35. SUSPENSION OF WORK

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

36. TERMINATION

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

remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

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

37. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. 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 subconsultant to do the same.

38. COMPLETE FTA REQUIRED CONTRACT CLAUSES

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Master Agreement between the Authority and FTA (ref: MA 34 dated November 26, 2025), 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 subconsultants who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. §§ 180.220 and 1200.220, and any amendments thereto, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131).
 2. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 3. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subconsultant, and to obtain a similar certification from any subconsultant (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 subconsultant 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) Requirements.** KCATA's DBE program is based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to relevant and applicable laws and regulations. See Article 13 for KCATA's Diverse Business Enterprise Requirements.
- D. **Disclaimer of Federal Government Obligation or Liability.** The Contractor, and any subconsultants 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 subconsultant who will be subject to its provision.

E. 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 subconsultant 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 subconsultant 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.

F. Federal Tax Liability and Recent Felony Convictions.

1. The Contractor affirmatively represents and certifies that:
 - a. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. The Contractor was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.
2. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.
3. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subconsultants (at all tiers).

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 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose penalties under 18 U.S.C. § 1001 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 and under 49 U.S.C chapter 53 or any other applicable law.
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 subconsultant 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 4220.1G 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 subconsultants who will be subject to the provision.

I. **Lobbying Restrictions.**

1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 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 subconsultants (at all tiers).

J. **Trafficking in Persons.** Contractor and its subcontractors or their employees shall not: 1) engage in severe forms of trafficking in persons during the Contract Term; b) procure a commercial sex act during the Contract Term; or c) use forced labor in the performance of the Contract. Contractor shall inform KCATA immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. KCATA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the KCATA.

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT B (CONTINUED)
KCATA TRAVEL POLICY



Policy D02: Travel Policy

Status: ADOPTED

Original Adopted Date: 05/09/2016 | Last Revised Date: 04/22/2026 | Last Reviewed Date: 04/22/2026

The KCATA will pay for travel expenses for KCATA employees and board members who travel outside the area for training, professional development, attendance at KCATA-related meetings or for other approved reasons related to their positions with the KCATA. All persons traveling at the KCATA's expense are expected to use good judgment, differentiate between expenditures for business and those for personal convenience and avoid unnecessary fees and excessive charges.

The following rules will apply to all KCATA employees. Exceptions to this policy, other than those related to CEO travel, may be approved in writing by the CEO, in situations where the circumstances warrant such action; however, exceptions to policy related to CEO travel must be approved by the board chair. Board members will follow this policy as well unless the board or the board chair determines that unusual circumstances justify an exception. All exceptions will be documented in writing for auditing purposes.

Authorization for Travel

KCATA employees must obtain prior authorization from the appropriate director for KCATA-related travel before the employee is allowed to incur travel expenses. Travel costs that are charged to a federal grant or fund award must first be approved in writing by the CEO or designee who oversees that particular federal program. The board chair must approve the CEO's travel in advance.

Payment Method

1. *Direct Payment by KCATA* – Board members and employees are required to register for meetings and make travel arrangements through the KCATA whenever possible so that vendors are receiving payment directly from the KCATA or through a KCATA-issued credit card when available and authorized.
2. *Reimbursement* – Board members and employees are encouraged to only pay for travel costs and seek reimbursement from the KCATA in situations where direct payment by the KCATA is not possible or practical, such as mileage reimbursements or payment for parking fees.
3. *Per Diem* – In order to avoid claims that the board member is receiving compensation in violation of any relevant and applicable law, the KCATA will not pay board members a per diem amount in excess of actual for travel expenses. Employees will be paid the lesser of actual expenses or per diem amounts if other methods are not available, or other methods are available but not practicable under the circumstances. Payment must be authorized by the CEO or designee, and will require receipts or appropriate proof of legitimate KCATA-related travel expense.

Documentation

Original itemized receipts are required for all travel reimbursements with the exception of mileage. All documentation must be submitted to the CEO or designee within 10 days of the end of the travel.

Documentation for Use of Federal Funds

When federal funds are used for travel, the KCATA must be able to justify the necessity of the travel to the federal program and demonstrate that the costs incurred were reasonable and consistent with the KCATA's travel policy. Therefore, KCATA staff or board members using federal funds for travel must provide sufficient documentation to the CEO or designee who oversees the applicable federal program. Such documentation may include, but is not limited to, the following:

1. An agenda of the event attended.
2. A list of attendees at the event.
3. A written statement justifying the expense.
4. Evidence of prior written approval for the expense.

The CEO or designee may require additional information when he or she determines it is necessary.

Specific Travel Rules

Traveling by Personal Vehicle

The KCATA will pay for mileage when employees or board members travel using their personal vehicles, but only for the actual distance necessary to attend the event and only if the employee or board member is appropriately licensed to drive the vehicle and insured as required by law. The vehicle must be licensed as required by law.

Individuals who are traveling to the same destination are required to share transportation unless an exception is granted by the CEO or designee or unless the employee or board member is willing to travel at his or her own expense. When sharing transportation, only the person whose vehicle is used may claim mileage.

The mileage allowance rate represents full compensation for the costs of operating the vehicle, including fuel costs. The KCATA will not cover physical damage to the private vehicle or loss of its personal property contents. Employees and board members who choose to drive in lieu of flying when flying is considered more economical shall be reimbursed up to the amount of the air travel. Likewise, employees and board members who choose to fly when driving is more economical will only be reimbursed for the amount that would have been incurred if the employee or board member had driven.

Traveling by KCATA-Owned Vehicles or Rental Vehicles

Employees and board members may drive KCATA-owned vehicles or rental vehicles only if they are appropriately licensed to drive the vehicle and insured as required by law.

Employees and board members are expected to use safe but inexpensive transportation services. Rental vehicles should be limited to mid-class or smaller economy vehicles unless a larger vehicle is needed to accommodate the number of persons attending or the price is the same or less to use a larger vehicle.

Employees and board members who have been issued a credit card are required to use the card when purchasing fuel for KCATA-related travel expenses using KCATA-owned or rental vehicles; otherwise, the KCATA will reimburse them for fuel purchased. The beginning and ending odometer reading for the trip must be included with the reimbursement request.

Parking and Other Travel Expenses

The KCATA will reimburse employees and board members for reasonable parking fees and road tolls incurred as a necessary part of the travel, as long as proper documentation is provided.

Airplane or Other Transportation

Employees and board members are required to secure the lowest available fares for commercial airplane, train or other transportation services unless the fare would:

1. Require circuitous routing.
2. Require travel during unreasonable hours.
3. Excessively prolong the travel.
4. Result in additional costs that would offset the transportation savings.
5. Not meet the reasonable medical needs of the employee or board member.

If a board member or employee relies on one of the listed exceptions, that exception must be approved and documented.

Business Travel Requiring Overnight Accommodations

The KCATA will not pay for hotel expenses unless an overnight stay is necessary to attend the function or returning to the area would be unsafe or cause the board member or employee to travel late at night.

In general, lodging arrangements must be made prior to departure and paid by the KCATA directly or through the use of a KCATA credit card. If advanced planning is not possible, the KCATA will reimburse employees and board members for the reasonable cost of single occupancy hotel accommodations and a reasonable amount of gratuities, up to the authorized federal lodging rate for the area. Conference or corporate rates must be utilized when available. Additional costs associated with higher-than-single-occupancy rates (spouse, children or guest) are not reimbursable and must be paid by the employee or board member prior to check out.

Meals

The KCATA will reimburse employees or board members for meals that will not be paid for or reimbursed by the KCATA as part of conference or meeting registration fees, up to the federal per diem rate for the area in which the conference or meeting is located. See <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Seminar and Registration Fees

Employees and board members should register for seminars and conferences in advance so that the KCATA may pay directly for the registration. In unusual situations where an employee or board member must pay directly for such expenses, the KCATA will reimburse at the lowest rate available if an adequate reason is provided. Requests for reimbursement must be accompanied by a receipt. The KCATA will only pay for late registration fees when there is a valid reason the board member or employee did not register earlier.

Unauthorized Expenses

The KCATA prohibits any expense that is unauthorized, excessive or unnecessary as determined by the CEO or designee. Unauthorized expenses include, but are not limited to:

1. Costs associated with the travel of a spouse, child or other person accompanying an employee or board member.
 2. Care of a dependent of a board member or employee during the course of the travel.
 3. Alcoholic beverages.
 4. Snacks are authorized as KCATA-related travel expenses up to the amount of per diem; no addition allowance above the normal per diem rate will be paid for snacks .
 5. Personal expenses, including personal communication expenses and laundry.
 6. Entertainment, unless the entertainment expense is part of the registration for the event in which the employee or board member is participating and the expense is business related and typical for the event. These expenses should be approved by the employee's director before the trip begins.
 7. Expenses for travel extending beyond the time required for the meeting or business unless it is in the KCATA's financial interest to extend the travel to obtain rate advantages.
 8. Expenses incurred by non-employees traveling with the staff member or board member, including room surcharges.
 9. Fines for parking or traffic violations.
-

**ATTACHMENT C-1
PRICE PROPOSAL PAGE 1 OF 2**

REQUEST FOR PROPOSALS F26-8015-31B – KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) LEGAL SERVICES

FIRM NAME _____ LEGAL CATEGORY _____

Proposers shall provide the billable hourly rates and number of hours of each individual (by position and name) to be assigned to KCATA legal matters. The rates shall be fully burdened and include all profit, overhead, and expenses required to perform the Scope of Services. A range of hourly rates is not acceptable. The rates provided in this Price Proposal will remain in effect during the term of the contract.

Additional price details may be submitted on a separate page. Additional documents shall include firm name and signed/dated by an authorized representative.

STAFF POSITION	Year One (Base Term) 10/2026 – 9/2027	Year Two (Option Yr 1) 10/2027-9/2028	Year Three (Option Yr #2) 10/2028-9/2029	Year Four (Option Yr #4) 10/2029-9/2030	Year Five (Option Yr #4) 10/2030-9/2031
Principal Attorney					
Other Attorneys:					
Law Clerks					
Paralegals					
Other (Please List)					

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

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

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT C-2

LETTER OF INTENT TO SUBCONTRACT
(Required only if utilizing Diverse firms)

KCATA RFP # F26-8015-31B
KANSAS CITY AREA TRANSPORTION AUTHORITY (KCATA) LEGAL SERVICES

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“Diverse 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 Diverse Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

DIVERSITY CERTIFICATION: _____ DBE _____ SBE _____ MBE _____ WBE _____ SLBE

CERTIFYING AGENCY(IES): _____

CERTIFIED CAPACITIES (NAICS): _____
Subcontractor to provide copies of current, valid certification(s) listing all eligible disciplines (NAICS).

Prime Contractor agrees to utilize Diverse Subcontractor in the capacities indicated herein, and 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: Subcontractor

Print Name

Print Name

Title

Date

Title

Date

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

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit:
 - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age);
 - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
 - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
 - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
 - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
 - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq., U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of 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., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; 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.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. 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.

D. Access to Services for Persons with Limited English Proficiency. Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.

E. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 3)

F. 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.

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2026.

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

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

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

**ATTACHMENT F-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIDAVIT OF PRIMARY PARTICIPANT'S COMPLIANCE WITH SECTION
285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission expires: _____ (Seal)

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
KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIDAVIT OF LOWER-TIER PARTICIPANT'S COMPLIANCE
WITH SECTION 285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission expires: _____ (Seal)

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
NON-COLLUSION AFFIDAVIT**

**REQUEST FOR PROPOSALS (RFP) F26-8015-31B
KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA) LEGAL SERVICES**

State of _____

County of _____

Name and Title of Person Signing

Proposer Name

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

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

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

Subscribed and sworn to before me on this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

(Seal)

**ATTACHMENT H-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
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 PARTS §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT H-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY
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 PARTS §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 2026.

By _____
Signature of Authorized Official

Title of Authorized Official

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

I, _____ (Name and Title of Grantee Official or Potential 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 _____ 2026.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT J-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

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

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

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT J-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

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

1. The Lower-Tier Participant does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.

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

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

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date