

REQUEST FOR PROPOSALS (RFP) #F19-7034-34B

INFOR CLOUDSUITE FINANCIALS
SYSTEMS INTEGRATION AND TRAINING SERVICES

Date: May 9, 2019

Contact: Denise Adams, Manager of Procurement
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May 9, 2019

**Request for Proposals (RFP) #F19-7034-34B
Infor CloudSuite Financials System Integration and Training Services**

The Kansas City Area Transportation Authority (KCATA) Kansas City Area Transportation Authority (KCATA) is seeking a qualified systems integrator to provide implementation services, support, discovery/analysis, and orientation/training for the successful installation of the Infor CloudSuite Financials software package.

Questions (technical, contractual, or administrative) must be directed in writing to via email to Denise Adams at dadams@kcata.org. Questions and requests for clarification will be received until 1:00 p.m. CDT on May 28, 2019. If required, KCATA's response to these submissions will be in the form of an Addendum by June 3, 2019.

This project is funded by Federal Transportation Administration (FTA) grants. The Authority has not set a goal for DBE participation on this project, however certified DBE, SBE, MBE and WBE firms are encouraged to submit proposals as Primes or Subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory>. For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Proposals must be received with all required submittals as stated in the RFP no later than 1:00 p.m. CDT on June 13, 2019 to:

Kansas City Area Transportation Authority – Procurement Department
Attention: Denise Adams, Manager of Procurement
1350 East 17th Street
Kansas City, Missouri 64108
(816) 346-0224 -- Telephone
(816) 346-0336 -- Facsimile
dadams@kcata.org-- Email

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

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

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

Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to

questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. A two-year contract term is anticipated for award to the selected and approved Consultant if negotiations are successful.

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of 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 Contractor. Any such contact would be grounds for disqualification of the Proposer.

Gaylord Salisbury
Director of Procurement

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. PROPOSAL CALENDAR.....	6
SECTION 2. SCOPE OF WORK.....	7
2.1 Introduction.....	7
2.2 Project Overview	7
2.3 Systems Implementation and Integration Services Scope	8
SECTION 3. PROPOSAL INSTRUCTIONS	11
3.1 General Information.....	11
3.2 Reservations	11
3.3 Proposer’s Responsibilities	11
3.4 Authorization to Propose.....	12
3.5 Withdrawal & Incomplete Proposals.....	12
3.6 Modification of Proposals	12
3.7 Unbalanced Proposal	12
3.8 Protests.....	12
3.9 Disclosure of Proprietary Information	13
3.10 Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) Requirements	14
SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD	16
4.1 Proposal Format.....	16
4.2 Volume I -- Cost/Price Proposal	17
4.3 Volume II -- Technical Proposal.....	17
4.4 Volume III -- Contractual	22
4.5 Basis for Contract Award.....	24
4.6 Proposal Evaluation Criteria.....	25
4.7 Presentations/Interviews/Written Responses	25
4.8 Consultant Selection	25
4.9 Contract Award	25
ATTACHMENTS.....	26
Attachment A Proposal Submittal Checklist.....	26
Attachment B Sample Contract/Terms and Conditions.....	27
Attachment C KCATA’s Travel Policy for Contractors	49
Attachment D Cost/Price Proposal	50
Attachment E Affidavit of Civil Rights Compliance	53
Attachment F-1 Guidelines for Workforce Analysis.....	55
Attachment F-2 Workforce Analysis Report	56
Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification	57
Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification	58
Attachment H-1 Certification of Primary Participants Regarding Restrictions on Debarment	59
Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Debarment.....	60
Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying	61
Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying	62
Attachment J Letter of Intent to Subcontract (if using DBE subcontractor).....	63
Attachment K Potential Vendors.....	64

NO PROPOSAL REPLY FORM

PROPOSAL #19-7034-34B

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
INFOR CLOUDSUITE FINANCIALS INSTALLATION AND TRAINING SERVICES**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received a solicitation but do not wish to propose, please state the reason(s) below and return this form to Denise Adams, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108 or via fax (816) 346-0336 or via email to dadams@kcata.org.

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

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Issued	May 9, 2019
Questions, Comments and Requests for Clarifications Due to KCATA	May 28, 2019 1:00 p.m. CDT
KCATA's Response to Questions, Comments and Requests for Clarification (if required)	June 3, 2019
RFP Closing	June 13, 2019 1:00 p.m. CDT
Interviews (Tentative and if required)	June 27-28, 2019
Contract Award (Tentative).....	July 2019

SECTION 2 SCOPE OF SERVICES

2.1 Introduction

- A. The Kansas City Area Transportation Authority (KCATA) is the regional transit authority for the Kansas City metropolitan area, operating bus, MAX bus rapid transit, and paratransit services throughout the region; providing approximately 15 million passenger trips annually; managing transit services in Johnson County, Kansas and in the City of Independence and coordinating transit activities throughout the region. Interest in expanding and improving transit and transit-oriented development (TOD) in the Kansas City area is growing - evidenced by the strong support for the new downtown streetcar and the planned MAX bus rapid transit (BRT) line on Prospect Avenue.

2.2 Project Overview

- A. The Kansas City Area Transportation Authority (KCATA) currently uses Infor Lawson, version 9.01 for finance (GL, AP, AR) and for Procurement and is seeking a Systems Integrator to provide implementation services, support, discovery/analysis, and orientation/training for the successful upgrade of the current version of Lawson to version 11 of Infor CloudSuite Financials 11. KCATA is seeking Proposers that are Infor-certified partners with knowledge of Lawson version 9 and newer.
- B. CloudSuite Financials will be used primarily by KCATA's Finance and Procurement and will function as KCATA's primary Enterprise Resource Planning (ERP) software solution. The system will interface into several enterprise applications, including Infor Enterprise Asset Management (EAM), ADP Payroll, and various legacy systems for integrated functionality.
- C. Modules included in KCATA's CloudSuite Financials software package include the following:
- Infor CloudSuite Public Sector Financials and Procurement Subscription
 - Enhanced Disaster Recovery (Single Tenant)
 - Infor Grant Management Bundle Subscription
 - Infor Lawson AP Invoice Automation Subscription
 - Treasury Management Subscription (Single Tenant)
 - Infor Lawson Close and Reconciliation Management Subscription
 - Supplier Relationship Management (Strategic Sourcing, Contract Management, Supplier Order Management) Bundle Subscription
 - Infor Financials and Procurement Analytics Subscription
 - Infor d/EPM Subscription
 - RDP for d/EPM Subscription
 - Excel for d/EPM Subscription
 - Infor BI ImportMaster Developer Subscription
 - Infor BI ImportMaster Runtime Subscription
- D. System Interfaces:
- Microsoft Active Directory - User authentication/single sign-on
 - Infor EAM – Asset Management, Purchasing, Inventory

- ADP HRIS – Employee database
- ADP Payroll – Employee payroll and timekeeping system
- MHC Software – Accounts Payable (Document Express, Positive Pay, ACH, e-Remit, 1099); Accounts Receivable (Forms, Express Email, Auto Document Express)

(Note: Other systems may be identified as part of the discovery process)

E. Customizations:

KCATA's current version of Lawson includes customizations to the following Lawson modules and forms. KCATA desires to eliminate any modifications during the upgrade process; however, functionality currently provided by these modifications must be available in CloudSuite Financials.

- AP155
- AP220
- GL75
- IC50
- IC270
- IC500
- PO20
- PR160

F. Additional goals for this project include:

- Discovery and analysis of existing workflows to identify areas of improvement for alignment with the CloudSuite Financials application and best practices
- Migration and integration of data and/or information components from the KCATA's existing Lawson Financials System (v9.01).
- Review of standard reporting options, custom report creation capabilities, and automated standard reporting. KCATA desires a significant improvement in the reporting capabilities of the CloudSuite Financials system compared to the current Lawson software version.
- Provide training and orientation for the CloudSuite Financials modules installed

2.3 Systems Implementation and Integration Services Scope

A. KCATA envisions requiring a range of systems implementation and systems integration services from the selected respondent. The scope of responsibilities of the selected respondent may include but not be limited to:

- Project initiation and start-up including preparation of a detailed project work and management plan. A project kick-off meeting will be conducted for key stakeholders.
- Orientation/training on the CloudSuite Financials software for the KCATA core team members who will be assigned to the implementation project in order to allow them to become familiar with the software and contribute to other project activities.

- Business Process discovery, analysis and mapping whereby CloudSuite Financials business processes are identified based on the capabilities of the software package and management best practices.
- Fit/gap analysis in which the fit of the CloudSuite Financials software solution to meet KCATA's business requirements is confirmed, gaps are identified, and solutions are defined to address the identified gaps. Including considerations for replacing functionality of any current system customizations.
- Preparation of a range of management plans required to execute the project including a stakeholder engagement plan, test plan, conversion plan, interface plan, and enterprise readiness/training plan among others.
- Functional design, technical design, development, unit testing, and documentation of required custom development objects including forms, reports, interfaces, conversions, custom extensions and custom work flows (FRICEW).
- Planning and execution of factory, unit and system testing including required software corrections in which the capabilities of specific system functions (software configuration and FRICEW objects) are tested together to ensure the system supports the specific business function.
- Planning and execution of integration test including required software corrections in which the integration of two or more business processes supported by the CloudSuite Financials software and/or the integration between the CloudSuite Financials software solutions and other KCATA or third-party systems is fully tested.
- Support for execution of user acceptance testing in which KCATA users will verify the system works as designed and is ready for migration to production status. The selected respondent will also be responsible for implementing any required software corrections to resolve issues identified during user acceptance testing with the CloudSuite Financials software or any custom objects designed and developed by the selected respondent.
- Planning, execution, and testing of any data migrations/conversions prior to production cut-over.
- Development of regression test plans, and developing implementation cut-over and contingency plans including determining the fallback position in the event production cut-over is halted for whatever reason.
- Preparation of user training materials and business and system procedure manuals as required.
- Delivery, in collaboration with KCATA staff, of super-user and end-user training to be primarily through classroom-based presentations. (Other secondary delivery platforms would include eLearning, user manuals, quick reference guides, etc.).

- Assist KCATA with change management and enterprise readiness planning and support services including a detailed communication plan to drive implementation and change management activities.
 - Ongoing project management to manage, monitor, and track project activities against the approved baseline scope, schedule and budget; perform project status reporting; maintain project documentation; manage issues log and risk register; and manage contract items.
 - Production support by the project team for a minimum of 90 days following system implementation through final system acceptance.
 - Provision of one-year of warranty support for all systems integration work beginning with final system acceptance.
- B. KCATA envisions that the CloudSuite Financials software will be implemented following a traditional package implementation methodology with extensive engagement with KCATA subject matter experts and other users.

**SECTION 3
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals” and “RFP” are used interchangeably, and the terms “offer,” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. **Interested firms may submit proposals until 2:00 p.m. on June 13, 2019.** Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to Denise Adams, KCATA’s Procurement Department, 1350 E. 17th Street, Kansas City, MO 64108.
- C. If hand delivering proposal, deliveries should be made to KCATA’s Shipping/Receiving Department at the same address. Proposers should take into consideration the time to navigate KCATA’s security and parking.
- D. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams at dadams@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- E. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- F. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

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

3.3 Proposer’s Responsibilities

- A. By submitting a proposal, the Proposer represents that:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide

efficient and successful service to KCATA; and

3. It is authorized to transact business in the State of Missouri.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 Unbalanced Proposals

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

3.8 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the

KCATA's Director of Procurement, no later than five (5) days after the bid closing date.

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

3.9 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
 2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked

“Proprietary Information,” as provided above, is requested under the 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.

3.10 Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE’s) and Small Business Enterprises (SBE’s), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 2. Create a level playing field on which DBE’s/SBE’s can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE’s and SBE’s;
 5. Help remove barriers to the participation of DBE’s and SBE’s in DOT assisted contracts;
 6. To promote the use of DBE’s and SBE’s in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. There is no DBE goal for this procurement. However, DBE, SBE, MBE and WBE firms are encouraged to participate as Prime Contractors, Subcontractors or suppliers.
- D. **DBE and SBE Certification.** KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE or SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Bi-State Development (St. Louis) or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory>.
- E. **DBE/SBE Participation Credit.** DBE/SBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a qualified DBE/SBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE/SBE is currently certified and is a commercially useful function as defined by the Program.
2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE/SBE; and
3. Subcontractor participation with a lower tier DBE/SBE subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE/SBE. If the DBE/SBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a DBE/SBE that does not perform a commercially useful function as defined by the Program; and
 - b. Any portion of the value of the contract that a DBE/SBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - c. Materials and supplies used on the contract unless the DBE/SBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - d. Work performed by a DBE/SBE in a scope of work other than that in which the DBE/SBE is currently certified.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

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

4.1 Proposal Format

- A. The originals of all Volumes shall be unbound. All copies of Volumes I and II shall be separately bound and all copies and originals shall have the RFP number and name, the Offeror's identity, volume number and volume title printed on the cover page.
- B. Volumes shall be submitted in the following order:
 - a. **Volume I: Cost Proposal** – One (1) unbound original and one (1) copy.
 - b. **Volume II - Technical Proposal.** One (1) unbound original (labeled/stamped Original) and five (5) copies.
 - c. **Volume III – Contractual.** One (1) original of the completed, signed submittals as specified in Section 4.4 below and in Attachment B, "Proposal Checklist."
- C. Documents are not required to be spiral or 3-ring bound, however documents must be securely clipped/clamped together.
- D. Proposers are asked to submit a complete copy of their proposal (Volumes I, II and III) in .pdf format on a compact disc or flash drive, which will be retained by KCATA. Each volume shall be a separate pdf document, and the disc or flash drive shall not be password protected. Please include with Volume III.
- E. The proposal package shall be delivered, in a sealed envelope, to:

Denise Adams, Manager of Procurement
KCATA – Procurement Department
1350 East 17th Street
Kansas City, MO 64108
- G. The outside of each package shall be clearly marked, "RFP #19-7034-34B: ERP Systems Integration Services."
- H. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.
- I. All hand deliveries must be made through KCATA's Shipping/Receiving Department. Please allow ample time to navigate through KCATA's secured entrance and parking areas.

4.2 Volume I – Cost Proposal

- A. Proposers are asked to submit a Cost/Price Proposal (Attachment D) that details all costs associated with the completion of the services as described in Section 2, “Scope of Services.” The Cost/Price Proposal shall include the following:
 - 1. Employee Names and Positions/Titles of all key personnel and support staff that will be assigned to the project.
 - 2. Direct Labor Costs, which are limited to actual W-2 costs incurred and will be limited to the hourly rates as proposed by the Consultant in this Proposal and approved by KCATA negotiations. These rates will remain in effect for the duration of this contract.
 - 3. Proposer’s Overhead rate supported by the most recent statement of Direct labor, Fringe Benefits and General Overhead, prepared in accordance with Title 48 CFR, Part 31 of the Federal Acquisition Regulations. Proposers may submit audited statements from other agencies that support the proposed Overhead rates. These rates will remain in effect for the duration of this contract. Fixed fees shall be capped at 10%.
- C. Proposer must provide this information for all subconsultants proposed for this Agreement at the time of submission deadline.
- D. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA’s Travel Policy for Contractors (Attachment C).
- E. **The Cost/Price Proposal shall be submitted in a separate, sealed envelope and labeled as such. No price information is to be included in the Technical Proposal.**
- F. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- G. Firms may propose pricing for additional services that are outside this Scope of Services. This pricing must be separate and identified as such, with a detailed description of the services proposed.

4.3 Volume II - Technical Proposal

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11” page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Pages may be printed two-sided. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

C. The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional Lists of References
- Resume and background information (please do not include any more than three pages per individual)

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

E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

A. **Letter of Transmittal**

The letter should be addressed to Denise Adams, Manager of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Name of lead firm and all proposed team members, including all sub-consultants
- b. List of key personnel that will be associated with this project
- c. Proposed working relationship among firms identified (i.e., Prime, Sub-consultant)
- d. Acknowledgement of Receipt of Addenda (if any)
- e. A statement that the Principal-in-Charge and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without the prior approval of KCATA.
- f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified

2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.

3. **Table of Contents.** Clearly identify the materials submitted by section and page number.

4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional or

national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.

5. Experience, Quality, Stability and Reputation of the Firm

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership or management.
- b. Provide a brief narrative describing how long you have been a Lawson/Infor partner, number of employees, and organizational structure. How long have you been upgrading Lawson/Infor modules as a Lawson/Infor partner? What specific modules/versions does the project team have experience implementing?
- c. List an industry groups to which you belong. What is your company's required certifications? What current certifications does your company have?
- d. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide a minimum of three (3) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors' past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP, and include any public sector clients. The following information shall be included for each contract:
 - (1) Name and address of contracting entity, state or local governments agency or commercial customer;
 - (2) Contract type;
 - (3) Contract value;
 - (4) Brief description of services (version upgrade, module, etc.) required under the contract, including performance location(s) and performance period;
 - (5) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.
 - (6) Was this client moved to the Infor Cloud?
 - (7) How long has each client been "up and successfully running" with each solution?
- e. Provide an organizational chart showing how the account will be staffed in all functional areas. Indicate how the local staff will be supported by other regional or national staff and the reporting relationships between local staff and other firm management staff, if applicable.

- f. Describe the firm's unique capabilities and client experiences that differentiate you from your competitors.

6. Implementation Experience

- a. Describe previous experience with Lawson/Infor upgrades, including migrating Lawson/Infor products to the Infor Cloud.
- b. Describe your standard approach to a software upgrade and project upgrade methodologies.
- c. Describe your experience leading client teams in software upgrades.
- d. Describe how your company has access to Lawson/Infor development to correct software issues. Give examples of where this has been successful.
- e. Describe your experience with the integration of Lawson/Infor CloudSuite Financials with other software/hardware that KCATA uses.
- f. Define any experience your company has that makes you unique for this implementation.
- g. Describe your project management experience.

7. Training

- a. Describe the experience in training clients on the upgraded software (modules).
- b. Identify the training staff that will be assigned to this project and their experience as it relates to the upgrade and implementation.
- c. Provide a sample training manual that will be provided to KCATA staff at completion of the project.

8. Upgrade/Migration Work Plan

- a. The Proposer should complete and submit an Upgrade and Migration Plan. In preparing this plan, Proposers are directed to provide sufficient detail (i.e. separate line items for separate pieces of software [modules] and required hardware) to enable KCATA to fully understand the intentions of the Proposer should some or all of its Proposal be accepted for negotiations. Proposers are discouraged from submitting generic implementation plans as they will be evaluated negatively.
- b. Content of the Upgrade and Migration Plan. The Upgrade and Migration Plan submitted by the Proposer should provide a detailed work plan for the fulfillment of its proposed scope and software (modules) and required hardware and/or services. Proposers may employ Gantt charts, graphics or other scheduling tools. Manpower loading shall be included. The Plan shall at minimum detail the following:

- (1) Dates, times, durations and manpower loading for all activities respecting the installation of the software (modules) and configuration.
- (2) All tasks, milestones, times, durations and manpower loading for all Acceptance Testing, including any consumable or staffing required from KCATA and training.
- (3) Training Plan. The Proposer shall provide training samples for the types of training as specific in this RFP.

9. **Exception and Omissions.**

a. Exceptions.

- (1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- (2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposers submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.

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

10. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
- Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details
 - Date business was established and number of years under present ownership/management
 - Services to be performed on this project
 - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
 - Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- b. Include the following signed and dated certification statement:

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

4.4 Volume III – Contractual

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. **Vendor Registration Process and Affirmative Action**
1. All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses an online vendor management system (B2GNow). *Vendors that have previously registered with KCATA must now also complete the online process with updated information.*
 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
 3. The following forms are required and must be provided at the time of registration. Failure to provide these forms will delay the approval process.
 - a. **Vendor Registration Questionnaire.** The fillable form is provided in the online system.
 - b. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying

compliance with their Affirmative Action program.

- c. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
 - d. Employee Eligibility Verification
 - (1) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - (2) The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
 - (3) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
 - (4) The Proposer shall obtain this affidavit from its subcontractors at all tiers.
 - e. Current IRS Form W9.
 - f. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
4. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.

D. Debarment

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

or suspension certification until FTA approval is obtained.

E. **Lobbying**

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

F. **Letter of Intent to Subcontract.** To submitted if utilizing a DBE subcontractor (Attachment J).

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

H. **Complete Proposal Documents.** Include the jump drive or CD of the complete proposal (see Section 4.1.D) in this volume.

4.5 **Basis for Contract Award**

- A. This is a "best value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent service than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.6 Proposal Evaluation Criteria

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

- Experience, Quality Stability and Reputation of Proposer:..... 30 Points Total
- Implementation Experience..... 25 Points Total
- Integration/Implementation Work Plan 25 Points Total
- Price Proposal..... 20 Points Total

4.7 Presentations/Interviews/Written Responses

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

4.8 Consultant Selection

1. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm based on the Sample Agreement/Terms and Conditions provided in this RFP (Attachment B).
2. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA’s Board of Commissioners for final authorization. The contract must be in final form prior to the Board recommendation.
3. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will enter into negotiations with the subsequent firms/teams.

4.9 Contract Award

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

**ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST
DOCUMENT/FORM REQUIREMENTS**

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

http://www.kcata.org/about_kcata/entries/vendor_forms

Volume I: Cost Proposal:

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

Volume II: Technical Proposal:

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

Volume III: Contractual (One set of originals):

- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment G.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment G.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subcontractors)
- Attachment H.1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment H.2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, if applicable (Subcontractors)
- Attachment I.1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment I.2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying (Subcontractors)
- Attachment J Letter of Intent to Subcontract with DBE Firms
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)
- Complete set of Proposal documents (Volumes I, II and III) in .pdf format on CD or jump drive

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

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2019, 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, and _____ ("**Contractor**"), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated May 9, 2019 entitled "Infor CloudSuite Financials System Integration and Training Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix ____ attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ____ (__) year(s) beginning _____, 2019 and expiring on _____. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

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

5. ORDER OF PRECEDENCE

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

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference
- D. Contractor's Proposal; and
- E. KCATA's RFP and Scope of Work/Services, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

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

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

**CONTRACTOR'S NAME
(CONTRACTOR)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Daniel Serda, Chairman of the Board

By _____
Ann Post, Secretary of the Board

APPENDIX A
CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

6. CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the

notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

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

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTRACTOR'S PERSONNEL

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

10. CONTRACTOR'S RESPONSIBILITY

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

11. 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.

12. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not

knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.
1. **Worker's Compensation:**
 - a. State: Missouri and/or Kansas – Statutory
 - b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

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

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:

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

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

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

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

Where applicable, 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. **Umbrella or Excess Liability**

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

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

6. **Pollution**

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

Where applicable, 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.

18. LIABILITY AND INDEMNIFICATION

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

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

19. 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.

20. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Bryan Beck, KCATA’s Chief Technology Officer, at (816) 346-0302 or via e-mail at bbeck@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, Manager of Procurement
 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.

21. 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 subcontractor 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.

22. PRIVACY ACT REQUIREMENTS

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

23. PROHIBITED INTERESTS

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

24. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of

KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

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

25. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
 - 2. **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

26. 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.

27. SEAT BELT USE POLICY

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

28. 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.

29. SUBCONTRACTORS

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

settlement.

3. The following provisions if included in this Contract:

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

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

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

30. 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.

31. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

32. 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.

33. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

34. UNAVOIDABLE DELAYS

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

35. 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.

36. FTA REQUIRED CLAUSES

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (24) dated October 1, 2017), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

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

C. **Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE Requirements).**

- 1. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's) and Small Business Enterprises (SBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE's and SBE's can compete fairly for DOT-assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's and SBE's;
 - e. Help remove barriers to the participation of DBE's and SBE's in DOT assisted contracts;
 - f. To promote the use of DBE's and SBE's in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- 2. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 15 percent. A separate contract goal has not been established for this procurement.*
- 3. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- 4. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond

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

a. Good Cause. Good cause includes the following circumstances:

- 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
- 2) The listed DBE subcontractor fails or refuses to perform the work to its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - a. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - b. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - c. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - d. The DBE subcontractor is not a responsible contractor; or
 - e. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - f. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - g. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - h. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

b. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

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

E. Environmental Regulations.

1. Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
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. Fraud and False or Fraudulent Statements or Related Acts.

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

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

H. Lobbying Restrictions.

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

U.S.C. 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.

2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

- I. **National Intelligent Transportation System Architecture and Standards.** The contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307 ©, 23 U.S.C. § 512 note, and Contractor agrees to apply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

J. **Patents, Rights in Data and Copyrights**

1. Rights in Data.

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the Contract:
 - 1) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of KCATA, until such time as KCATA may have either released or approved the release of such data to the public.
 - 2) In accordance with 2 C.F.R. part 200, Appendix II (F) and 37 C.F.R. part 401, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for "Federal Government purposes":
 - (a) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - (b) Any rights of copyright purchased by KCATA or Contractor using Federal assistance in whole or in part provided by FTA.
 - 3) "For Federal Government Purposes" means use only for the direct purpose of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work, agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become

subject data as defined previously and shall be delivered as the Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the KCATA or Contractor's use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.

- 4) Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 5) Nothing contained in this clause on rights in data shall imply a license to the KCATA or to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to KCATA or to the Federal Government under any patent.
- 6) Data developed by the KCATA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.
- 7) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work funded in whole or in part with federal assistance.

2. Patent Rights. If any invention, improvement, or discovery of the Contractors is conceived or first actually reduced to practice in the course of work under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify KCATA immediately and provide a detailed report, who in turn shall ultimately notify the FTA. Unless the Federal Government later makes a contrary determination in writing, the KCATA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401 and 35 U.S.C 2000 *et seq.*

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT C
KCATA'S TRAVEL POLICY FOR CONTRACTORS

Contractors will be reimbursed for authorized and documented expenses incurred while conducting KCATA business. Expenses for a traveler's companion are not eligible for reimbursement. Contractors are expected to make prudent business decisions and comparison shop for airfares, rental cars, lodging, etc., and to keep in mind that they are being reimbursed with public monies.

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures. Summarized credit card receipts will not be

The KCATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** Contractors may stay at the hotel of their choice but will be reimbursed no more than a maximum daily amount of \$160.00 plus tax unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$66 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at the current rate established by the Internal Revenue Service.

**ATTACHMENT D
COST/PRICE PROPOSAL**

RFP #F19-7034-34B: INFOR CLOUDSUITE FINANCIALS SYSTEMS INTEGRATION AND TRAINING SERVICES

Propose the billable hourly rates and number of hours of each individual (by position and name) to be assigned to this project. If additional line item costing is required, please provide on an additional sheet of paper. A range of hourly rates is not acceptable.

Proposers may submit pricing for each of the Categories identified in the Scope of Work. Individual categories must be listed on a separate page that clearly identify the Category. Proposer should also indicate if the Cost/Price Proposal is all inclusive of all Categories.

PRICE PROPOSAL #1: INFOR CLOUDSUITE FINANCIALS SYSTEM INTEGRATION AND IMPLEMENTATION

PART A. ESTIMATED LABOR COSTS				
DIRECT LABOR (Position Title and Description/Justification)	EST. HOURS	RATE PER HOUR (\$)	ESTIMATED COST	TOTAL ESTIMATED COST
Principal		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
SUB-TOTAL DIRECT LABOR				\$
PART B. LABOR AND OVERHEAD COSTS				
	RATE (%)	TOTAL LABOR (\$ ABOVE)	ESTIMATED COST	TOTAL ESTIMATED COST
Labor Overhead (Contractor Paid Benefits)		\$	\$	
Overhead and Profit (Insurance, Payroll Taxes, Office and Profit)		\$	\$	
TOTAL LABOR AND OVERHEAD				\$
PART C. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB COST	MARKUP RATE (%)	ESTIMATED COST	TOTAL ESTIMATED COST
	\$		\$	
	\$		\$	
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART D. OTHER DIRECT EXPENSES (INCLUDE TRAVEL PER KCATA TRAVEL POLICY)				
DESCRIPTION	QUANTITY/RATE	ESTIMATED COST	TOTAL ESTIMATED COST	
		\$		
		\$		
TOTAL DIRECT EXPENSES				\$
TOTAL COSTS FOR PHASE IV (PARTS A + B + C + D)				\$

**ATTACHMENT D – PAGE TWO
 COST PROPOSAL
 RFP #17-7055-35: EAM SYSTEMS INTEGRATION AND TRAINING SERVICES**

PRICE PROPOSAL #2: TRAINING

PART A. ESTIMATED LABOR COSTS				
DIRECT LABOR (Position Title and Description/Justification)	EST. HOURS	RATE PER HOUR (\$)	ESTIMATED COST	TOTAL ESTIMATED COST
Principal		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
SUB-TOTAL DIRECT LABOR				\$
PART B. LABOR AND OVERHEAD COSTS				
	RATE (%)	TOTAL LABOR (\$ ABOVE)	ESTIMATED COST	TOTAL ESTIMATED COST
Labor Overhead (Contractor Paid Benefits)		\$	\$	
Overhead and Profit (Insurance, Payroll Taxes, Office and Profit)		\$	\$	
TOTAL LABOR AND OVERHEAD				\$
PART C. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB COST	MARKUP RATE (%)	ESTIMATED COST	TOTAL ESTIMATED COST
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$
PART D. OTHER DIRECT EXPENSES (INCLUDE TRAVEL PER KCATA TRAVEL POLICY)				
DESCRIPTION	QUANTITY/RATE	ESTIMATED COST	TOTAL ESTIMATED COST	
		\$		
		\$		
		\$		
TOTAL DIRECT EXPENSES				\$
TOTAL COSTS FOR PARTS A + B + C + D				\$

**ATTACHMENT D – PAGE THREE
 COST PROPOSAL
 RFP #F19-7034-34B: INFOR CLOUDSUITE FINANCIALS SYSTEM INTEGRATION AND TRAINING SERVICES**

PRICE PROPOSAL: OPTIONAL ITEMS OUTSIDE SCOPE OF WORK

DESCRIPTION	QTY	COST

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

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

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

**ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

STATE OF _____

COUNTY OF _____

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

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

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

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

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

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

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____ (Seal)

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

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

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

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

Signature of Certifying Official _____

Company Name _____

Printed Name and Title _____

Address/City/State/Zip Code _____

Date Submitted _____

Telephone Number/Fax Number _____

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____ (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-2
AFFIDAVIT OF LOWER-TIER PARTICIPANT
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____ (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 H-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

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

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual

agreement with _____ (“DBE Subcontractor”), who will

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

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

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

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

ATTACHMENT K – POTENTIAL VENDORS

COMPANY NAME	ADDRESS	CITY	ST	ZIP	CONTACT	TELEPHONE	EMAIL
Technology Management Corporation *	4790 LaLewey Terrace	Shorewood	MIN	55331	Cheryl O'Brien	(952) 470-0217	cobrien@tmc1.com
Codified Business Solutions Inc. *	966 Wescott Lane	Atlanta	GA	30319	Ronald Humphrey	(678) 296-4217	rhumphrey@coderebis.com
Pinnacle Computing solutions Inc. *	11915 Mattox Court	Crystal Lake Park	MO	63131	Lylla Sanders	(314) 997-4654	lylla.sanders@pinnaclecomputing.com
Power9 Inc. *	9 The Pines Court	St. Louis	MO	63141	Naren Pandian	(314) 590-9000	epower9@gmail.com
NVision IT LLC *	1663 Whispering Pines Hollow Ct.	Chesterfield	MO	63038	Venkat Pulumati	(314) 429-0824	vpulumati@nvisioninfotech.com
C-Edge Software Consultants *	655 Craig Rd Ste. 220	Creve Coeur	MO	63141-7170	Sekhar Prabhakar	(314) 294-7551	sekhar@cegecorp.com
Abator Information Services Inc. *	615 South Avenue	Pittsburg	PA	15221	Joanne E Peterson	(412) 271-5922	joanne@abatr.com
Sigma Technology Inc. *	300 West 135th St., 5th Fl	New York	NY	10030	Ronald Stuart Holland	(917) 507-1500	stuart@sigmatechnology.com
Johnson Computer Technologies Inc. *	625 North Euclid Avenue Suite 301	St. Louis	MO	63108	Clarence E. Johnson	(314) 361-3250	clarencejct@gmail.com
Salgan Technologies Inc. *	2300 Main Street Ste. 900	Kansas City	MO	64108	Geetha Gond	(816) 448-3411	ggond@salgantech.com
NVision IT LLC *	1663 Whispering Pines Hollow Ct.	Chesterfield	MO	63038	Venkat Pulumati	(314) 429-0824	vpulumati@nvisioninfotech.com
Hybridge Solutions, Inc.	3340 Peachtree Road NE, Suite 1800	Atlanta	GA	30326	Judy Ward	(405) 245-5697	jward@hybridgesolutions.com
Balis & Associates, LLC	380 Southpointe Blvd, Ste 120	Canonburg	PA	15317	Lisa Gillett	(724) 749-8326	lisa_gillett@balisllc.com
CIBER, Inc.	9200 Indian Creek Parkway, Ste 650	Overland Park	KS	66210	Jamie Balis		jamie_balis@balisllc.com
Kinsey & Kinsey	26 N. Park Blvd	Gen Elym	IL	60137	Patrick M Brinde	(913) 749-1949	pmbrinde@ciber.com
Dashboard Gear					Guy P. Henson	(630) 858-4866 X400	
Clearsky					Brad Kinsey		b.kinsey@kinsey.com
Surety Systems					Terry Wier	(763) 208-9937	terry.wier@dashboardgear.com
Velocity Technology Solutions	704 Technology Way, Suite 100 1901. Rosborough Road, Floor 4	Denver Charlotte	CO NC	80237 28211	Sophie Desautels	(612) 281-2219	sophie.desautels@clearskyerp.com
					Matthew Wright	(913) 257-3185	
					Matt Teahan	(720) 922-2096	matt.teahan@velocity.cc
					Mike Tsontakis	(201) 747-2274	mike.tsontakis@velocitycloud.com

COMPANY NAME	ADDRESS	CITY	ST	ZIP	CONTACT	TELEPHONE	EMAIL
RPI Consultants	101 N. Haven, Suite 201	Baltimore	MD	21224	DJ Welsenberger Bill Geddy	(783) 221-0462	dj@rpic.com bgeddy@rpic.com
Ascend Software	500 S. Kraemer Blvd., Suite 350	Brea	CA	92821-6797	Aaron Teague	(888) 327-2363 X223	ateague@ascendsoftware.com
J. Seva, Inc.	1844 Winding Oaks Drive	Orlando	FL	32825	Beth Wallace	(925) 682-4800 X450	bwallace@jseva.com
AVAAP					Doug Kirtrell	(703) 628-1930	doug.kirtrell@avaap.com
Infor US, LLC					Stan Hill	(312) 523-1077	stan.hill@infor.com
TEAMabsolute					Steve Brown		steve.brown@teamabsolute.com
Stellar Services	70 W. 36th Street, Suite 702	New York	NY	1018	Chuck Romero	(212) 432-2848	contact@stellara.com
ZITECH LLC	1930 Broadway	Oakland	CA	94612	Aaar Mahmood	415-355-9090	sales@z1tech.com
360 Decisions	3940 Freedom Circle Suite	Santa Clara	CA	95054	Mandeep S. Rekhi	415-640-6759	mandeep@360decisions.com
Ascend Networks, Inc.	2530 Berryessa Road #941	San Jose	CA	95132	Paul Wong	408-784-2345	paul@ascendnetworks.com
Adjacent Technologies, Inc.	10415 Morado Circle	Austin	TX	78759	David Parks	512-388-1338	alateur@adjacent-tech.com
All Business Consulting	6187 NW 167TH STREET SUITE H40	Miami	FL	33015	Robert Podgornowicz	305-698-0032	robert@routezero.com
Barrco, Inc.	1050 Hyde Avenue	San Jose	CA	95129	Subhashini Rajana	408-464-0945	info@barrco.com
Qvatech Solutions	P.O. Box 390531	San Diego	CA	92149	Redfern/Dell Rosario	619-995-5992	redfern0@yahoo.com
Competitive Strategies, Inc.	7554 MARSH ORCHID CIRCLE	Bredenton	FL	34203	Ravi K. Ghai	941-727-8253	RAV@COMPSTRAT.COM
COMPU-DATA International, LLC	14610 Faling Creek Dr, Suite 100	Houston	TX	77068	Juan J. Celaya	281-292-1333	rjp@cdiac.com
Contemporary Software Concepts of New Jersey, Inc.	106 Straube Center Blvd, Suite F01-115	Perthampton	NI	08534	Sandra Gromball	610-687-6000	smesin@conicsoftware.com
CTG Inc. of Illinois	3161 WEST WHITE OAKS DR, STE 100	Springfield	IL	62704	Wei Tao	217-698-0999	wendy.tao@novanis.com
Data Just Data, Inc.	7317 Urmelin Pike	Philadelphia	PA	19138	Darrell Diggs Sr.	832-378-3778	ddiggs@datajustdata.com
DecisionEdge LLC	131 Continental Drive, Suite 409	Newark	DE	19713	Navroze Eduljee	207-290-2940	accounting@decisionedge.com
Dheetree, Inc.	38 Lockwood Dr	Princeton	NI	08540	Vidhya Chandra	609-751-2019	vidhya.chandra@dheetree.com
Dumas Software Services, Inc.	1070-C Cambridge Square	Alpharetta	GA	30009	Phyllis Dumas	770-753-9623	phyllis.dumas@dumas-software.com
eTeK IT Services, Inc.	880 E HIGGINS RD STE 102	Schaumburg	IL	60173	Sudheer Chakka	847-969-0200	hr@etekit.com

COMPANY NAME	ADDRESS	CITY	ST	ZIP	CONTACT	TELEPHONE	EMAIL
Exifive, Inc.	556 Leap Frog Ave	Last Vegas	NV	89183	Randall Kato	702-582-6116	rkato@exifive.com
Game Plan Consulting, LLC	825 S. Elmwood	Oak Park	IL	60304	Deborah McCann	773-612-1181	debbie_mccann@gameplanconsult.com
Harris Synergy Group Inc.	15774 S Le Grange Rd Unit 233	Orland Park	IL	60462	Zachary Harris	708-864-2622	zharris@hniconsulting.com
Hypernet Solutions, Inc.	4205 GLEN MEADOWS DR	Allen	TX	75002	Michelle Hoang	214-283-3154	michelle.hoang@hnsi.com
Icon Networks	904 S. Roselle Rd. #176	Schaumburg	IL	60193	Presh Patel	630-835-8017	pkaate@icon-networks.com
Integrated Support Strategies, Inc.	111 Presidential Blvd., Suite 127	Bala Cynwyd	PA	19004	Greg Fecca	484-270-1080	gfecca@i-s-s.us
Maezro Business Solutions Inc.	3255 Japp Ln	Naperville	IL	60564	Sunil Nadarajan	630-776-8284	maestro.ord@gmail.com
PI Technology, Inc.	12413 KENNY DR	Granada Hills	CA	91344	Italo Petrecca	818-832-2002	italo@pitednology.org
Resonant Technology Partners, LLC	23705 IH 10 West, Ste. 301	San Antonio	TX	78257	Thomas Kauhaha	210-477-3670	thomas@beyondant.com
RESOURCE INTEGRATORS, LLC	7901 RR 620 N, SUITE 155, PMB 294	Austin	TX	78726	Audra L Terrazas	512-219-9700	ATerrazas@ResourceIntegrators.com
Swift Pace Solutions Inc	800 E John Carpenter Freeway, Suite 175	Irving	TX	75062	Lavina Noble Sutisoye	972-714-0000	lana@spolinc.com
SwitchLane Inc.	5 Christy Drive, Suite 303	Chadds Ford	PA	19317	Meera Kalliani	610-558-3500	meera@switchlane.com
Techgurus Consulting, LLC	5000 Jenker Street	Mechanicburg	PA		Bhargavi Baldev	717-856-9464	info@techgurusconsulting.com
TECHPEOPLE.US INC.	1508 DESSAU RIDGE LANE STE 703	Austin	TX	78754	Aaron Roy	512-989-5969	AARON@TECHPEOPLE.US
Vinoleo Solution & Services Corporation	201-15 33rd Ave	Bayside	NY	11361	Jian Du	917-582-3670	vinoled@live.com
Visual Consultants Inc	4900, Hwy 169 North, Suite #307	New Hope	MIN	55428	Bala Akkina	612-310-3754	bala@visual-consultants.com
VKC SYSTEMS, INC.	2 Getty Avenue	Clifton	NJ	07011	Kevin Cepede	718-350-8666	SHIRLEY.CEPEDE@VKCSYSTEMS.COM
Xpilon Technology Solutions, Inc.	3331 Street Road, Suite 300	Bensalem	PA	19020	Pradip Banerjee	215-638-9700	pbanerjee@xpilon.com

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