

REQUEST FOR PROPOSALS (RFP) #F20-7027-29C

KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
TRANSIT SCHEDULING SERVICES

Date: July 2, 2020

Contact: Karen Pointer
Buyer

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July 1, 2020

REQUEST FOR PROPOSALS (RFP) #F20-7027-29C

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
TRANSIT SCHEDULING SERVICES**

The Kansas City Area Transportation Authority (KCATA) is soliciting written proposals from qualified consulting firms interested in providing scheduling services for the Agency's.

KCATA currently operates 250 Fixed Route buses on 52 routes Monday through Friday, 30 routes on Saturday, and 25 routes on Sunday. These routes carry 15 million passengers annually and serve the counties of Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas. KCATA also utilizes contracted services to provide 250,000 Paratransit trips annually. Additional information regarding KCATA routes and service can be found at www.ridekc.org.

KCATA will be implementing a system redesign to be completed and in service in 2021. With this change, all 52 bus routes will have schedules adjusted in some way to meet recommendations of service plan.

The selected firm's project staff and proposed team must include professionals who have demonstrated qualifications and experience in the specific transit planning disciplines identified in this RFP.

A pre-proposal conference call will be held on **July 13, 2020 at 3:00 PM**. Although attendance at this conference is not required, those firms interested in proposing to the RFP are encouraged to attend. A conference line is provided for those that wish to participate (see Section 1, "Proposal Schedule.")

Disadvantaged, Minority, Woman and Small Business Enterprises (DBEs, MBEs, WBEs and SBEs) are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. There is no DBE participation goal for this project. For further information on DBE and SBE certification, contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Questions (technical, contractual, or administrative) must be directed in writing via email to Karen Pointer at kpointer@kcata.org. The RFP number is to be included in the email subject line. Questions and requests for clarifications will be received until **2:00 p.m. July 15, 2020**.

If required, KCATA's response to these submissions will be in the form of an Addendum.

Submittal Instructions

KCATA will accept electronic submission of proposal responses. Proposals must be received with all required documents/attachments as stated in the RFP **no later than 2:00 p.m. on July 30, 2020**. Proposals are to be submitted to the following FTP site:

KCATA Transit Scheduling Services

Number F20-7027-29C

Site URL <https://kcata.sharepoint.com/sites/FTP/pro/tss/default.aspx>

Bidder email bid_F20-7027-29C@kcata.org

Bidder Password 2020Kcatab!d

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 one (1) year contract term is anticipated for award to the selected and approved provider 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 a Contractor. Any such contact would be grounds for disqualification of the Proposer.

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

RFP #F20-7027-29C

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
TRANSIT SCHEDULING SERVICES**

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Karen Pointer, KCATA's Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via email at kpointer@kcata.org or via fax at (816) 346-0336.

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

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued..... July 2, 2020

Pre-Proposal Conference July 13, 2020
.....at 3:00 p.m.

Teleconference Call-In Information:

Telephone Number: (816) 346-0338

Participant Code: 0142845

Questions, Comments and Requests for Clarifications Due to KCATA July 15, 2020
by 2:00 p.m.

Questions are to be sent via email to the following:

Karen Pointer, Buyer – kpointer@kcata.org

KCATA’s Response to Questions, Comments and Requests for Clarification July 17, 2020

RFP Closing..... July 30, 2020
2:00 p.m.

Interviews (Tentative and as Required)..... August 10, 2020

Contract Award/Notice to Proceed August 2020

SECTION 2 SCOPE OF SERVICES

2.1 Introduction

The Kansas City Area Transportation Authority (KCATA) is the regional transit authority for the Kansas City metropolitan area, operating Fixed route 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 under the RideKC brand.

2.2 Project Overview

- A. KCATA currently operates 250 fixed route buses on 52 routes Monday through Friday, 30 routes on Saturday, and 25 routes on Sunday. These routes carry 15 million passengers annually and serve the counties of Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas. KCATA also utilizes contracted services to provide 250,000 paratransit trips annually. Additional information regarding KCATA routes and service can be found at www.ridekc.org.
- B. The agency makes changes to schedules four times per year effective the first Sunday of January, April, July and October. It is the intent that this contract will be effective August 2020, in time for scheduling of the January 2021 service change. Exact dates and frequency of schedule changes are subject to change and are provided as a representation of the normal course of business.
- C. KCATA will be implementing a system redesign to be completed and in service in 2021. With this change, 43 bus routes will have schedules adjusted in some way to meet recommendations of service plan (some existing routes will be eliminated and not need scheduling services). It is not yet determined which of the four 2021 quarterly markups
- D. The primary product of the consultant will be to deliver preliminary schedules and a run cut no later than 90 days prior to each markup effective date.
- E. The secondary product of the consultant will be to deliver a software training and workflow analysis of current Hastus software.
- F. Additional goals for this project include:
 - Improved system integration
 - Improved system automation/reduced staff validation time
 - Process flow development and enhancements, specifically a reduction in manual data entry
 - Improved scheduling efficiencies, reduced runtimes and greater reliance on existing Transit Signal Priority systems
 - Static and real-time GTFS process improvements and feed enhancements
 - End user training and/or certifications

2.3 Scope of Services

- A. The Consultant shall provide scheduling services for the Agency's *January 2021, April 2021, July 2021, and October 2021* operator bid periods. This must be completed for the directly operated service prior to contractually obligated dates. Exact dates and frequency of schedule changes are subject to change and

are provided as a representation of the normal course of business. KCATA reserves the right to include additional RideKC partners in the scope of scheduling services and the number of those partners is subject to change as the result of expanded transit funding or governance changes.

- B. The agency will, under Consultant supervision, maintain and update all the schedules, bus stop database, and timecard/paddle notes for each service change period.
- C. The consultant will complete blocking and run cutting/rostering solutions (draft and final). Consultant must then provide the necessary interface for integration with the agencies Trapeze software.
- D. The Consultant shall complete optimized blocking, run cuts, and rosters in a timely manner in accordance with a calendar of tasks for each bid and submit draft blocking, run cut, and roster solutions for agency review (sample calendar available in Attachment B).
- E. Solutions will need to be updated in response to agency feedback before final paddles, roster, operational reports and interfaces are produced for each bid in time for posting.
- F. For each bid period, the Consultant's optimized outputs must be within the vehicle and crew availability as specified by the agency. Agency staff will work closely with Consultant to ensure these limitations are met.
- G. All bid materials are required to be submitted to the Amalgamated Transit Union (ATU) five (5) weeks prior to the start of the quarterly service changes. In addition, the Consultant must provide Agency staff with the draft deliverables at least three weeks prior for review and the final deliverables by no less than one week before posting dates.
- H. The Consultant shall utilize operating best practices and agreements, including the agreement between the ATU, Local 1287 (which includes all related memos) in the directly operated crew schedules. See Attachment B for a copy of the existing agreement.
- I. Phase 1:
 - 1. For each bid period beginning with bid period for January 2021 service change the Consultant shall produce draft and final blocking, run-cut and roster solutions and associated operational reports and interfaces as well as provide access for Agency staff to input schedules, bus stop data, paddle notes and to produce most operational reports where appropriate.
 - 2. It is expected that the consultant will use its own methods to create schedules which represent the RideKC Next recommendations with accurate runtimes and utilization of transit centers for increased transfer connections.
 - 3. **Phase 1 Deliverables.** For each bid period, the Consultant shall produce customized documents to match current agency reports for services in consistent formatting as documents currently used. All currently used documents and reports will be provided to consultant. Reports currently used are as follows:
 - a. Master Block Guides, Bus Assignment Sheets – Consultant will produce draft reports, showing each block by route identifier and the trips it contains, for each day type (Weekday, Saturday, Sunday). Block numbering system will be provided by Agency and should be kept as consistent

as possible through work. These reports should be in PDF format. Consultant will be responsible for producing vehicle duty graphs (PDF format).

- b. Operator Time Cards (often called Paddles) -- Consultant will produce Draft and Final reports, but Agency staff must also be trained in production of the final versions) Separate sets separately for Directly Operated and Contracted Routes for each day type (Weekday, Saturday, Sunday) These reports should be provided in PDF format.
- c. Operator Rosters / Days Off Data Sheet (Draft and Final) – Consultant must produce these. Working with agency Operation Division staff to best utilize workforce needs consultant will develop daily rosters that best utilizes staffing. In accordance with labor agreement scheduled types or work: Straight, Split, Tripper, Extra board to be specified, as well as sign on time, sign off time, work time, and drive time. Will be listed for review. Agency will specify extra board lines (including days off) and these are adjusted with each bid. These reports should be provided in both PDF and MS Excel format.
- d. Master Run Guides - Condensed and Detailed Duty Lists -- Agency staff will produce these with consultant providing any necessary training. Required report of runs by day types (Weekday, Saturday, Sunday with maximum service in school terms) containing attributes listed below. Run number, Route(s) for each piece of work associated with each run., Sign on time for each route performed with each run. Sign off time for each route performed with each run. Drive time for the day of work. Work time for the day of work. These reports should be provided in PDF format. Please see sample reports in Attachment A for more details.
- e. Peak Vehicle Report -- Agency staff will provide current report these with consultant providing any necessary training. For Directly Operated schedules for each day type (Weekday, Saturday, Sunday) and reflecting maximum school term period. Show the peak number of vehicles on the road for the maximum periods pre and post 12 noon. Consultant will respect bus vehicle types Large, Large BRT, Small, Mini (12 – passenger cutaway) as dictated by the JWA redesign plan. Primary goal of consultant will be to minimize fleet needs and project future vehicle use. These reports should be provided in PDF format.
- f. Crew Schedule Statistics -- Agency staff will produce these with consultant providing any necessary training. This report is required for Directly Operated service only, reflecting platform time, paid break, travel, sign, guarantee time, overtime, spread time (see sample for more details) Must be produced by division and day type (including weekday school and school vacation versions). These reports must be provided in PDF format.
- g. Vehicle Schedule Statistics -- Agency staff will produce these with consultant providing any necessary training. This report summarizes revenue and pull/deadhead hours and miles for each route and lists all trip pattern lengths (revenue and pull/deadhead trips) for each route and direction (mileage) This report must be provided in PDF format.
- h. Working Timetables, Supervisory Books, and Headway Reports -- Agency staff will produce these with consultant providing any necessary training. Reports for Directly Operated and Contracted that list all trips (including in some cases timepoints) with associated run(s) and block(s). These are produced for each day type and reflect school term only trips as such. These reports should be produced in PDF format except Supervisory Book which should be provided in MS Excel format. See Attachment A sample reports for more details.

- i. Scheduled Reliefs List -- Agency staff will produce this report with consultant providing any necessary training. This report lists the number of reliefs at each relief point for Weekday, Saturday, Sunday for Directly Operated and Contracted services. This report must be provided in PDF format.
 - j. Comparison of Network Statistics: Consultant should prepare a MS PowerPoint Slide or similar page summarizing key statistics for each service change compared with the previous service change. Separate pages are provided for Directly Operated and Contracted services
4. Agency staff would be responsible for data entry for any schedule variations associated with these scenario tests. The consultant would be responsible for changing rules and parameters and other items associated with scenario testing. Any unused scenario test hours may be diverted to cover a larger than average service change workload as agreed between the Agency and Consultant in advance. Successful scenario tests may be used as the final service change scenario for a bid.
 5. Consultant will be responsible for training Agency staff for them to complete schedule data entry, bus stop database updates, and operator timecard paddle note updates as well as report production as listed above.
 6. Consultant shall provide one PDF copy of all necessary training materials for agency staff reference.

J. Phase 2:

1. Operations planning and scheduling of KCATA bus service is the responsibility of the the Planning + Strategy department. Within Service Development, schedule planning tasks, including running time and frequency analysis, are conducted by the scheduler and schedule writing tasks, including route definition, trips building, blocking and run cutting are conducted by the Scheduling section.
2. KCATA uses the HASTUS software system for schedule writing. The current software version HASTUS 2011 with a possibility of being upgraded to a later version in 2020-2021. The KCATA also uses HASTUS for the garage operations functions of bus and operator markup, time keeping, and payroll interface. Schedule and markup information from HASTUS is interfaced to several external systems including the Trapeze TransitMaster CAD/AVL system, and several other systems for operations management and customer information tools.
3. There are three primary motivations for this project. Recent staff turnover, as well as more to come in the near future, in the Scheduling section has resulted in the loss of some institutional and technical knowledge and the need to prepare for future transitions with more staff training and development of best practices documentation. The potential upgrade to a later version of HASTUS will offer new opportunities and new challenges for Scheduling staff. Successful launch of the new version along and leveraging the new features of the software are both objectives of this project.
4. The consultant will work with the client to prepare a list of scheduling practices for review. This list will include the full scope of transit operations planning and scheduling tasks, including, but not limited to: route definition, trip building, blocking, run cutting, pick production, schedule interfaces, bus stop management, running time and frequency review and adjustment, use of the HASTUS software for basic and advances scheduling tasks, HASTUS system configuration, and management of the overall schedule change process.
5. Some specific tasks that should be included in this assessment are:

- Effective use of HASTUS features such as user-defined lists, attributes and fields, graphical display window settings and reports, etc.
 - Bus stop management in the Geo module.
 - Advanced blocking techniques and automated blocking features, including management of minimum layovers, blocking rules, and use of the create blocks command.
 - Creating and modifying run cut rules and parameters, and techniques for review of run cut results.
 - Developing, improving, and troubleshooting interfaces with external systems.
 - Use of the schedule calendar and the relationship to the Daily modules and external system.
6. It is anticipated that the consultant will use a combination of staff interviews and assessments to determine existing strengths and weaknesses with regards to the identified scheduling tasks.
 7. This includes developing any necessary interview protocols or assessment tools. The interviews may be scheduled with groups or individuals and may include staff both within and outside of the Service Development department.
 8. This phase should also consider the potential upgrade to HASTUS software. The resulting reports should identify new or changes features in HASTUS that will require staff training.
 9. Ideally, this review should include coordination with GIRO staff in order to determine the contents of the training that will be included as part of the existing upgrade project. In other words, this Scheduling Practice Assessment should anticipate the gaps in knowledge that will exist as a result of the upgrade project.
 10. **Phase 2 Deliverables.**
 - a. The consultant will prepare a report that documents the identified scheduling practices and existing strengths and weaknesses. The report will identify specific gaps in knowledge and abilities and will provide specific recommendations for training. The training recommendation shall include the topics to be covered, the general outline of the training, and the names of the staff to be included in the training.
 - b. The consultant will prepare and deliver a series of training sessions. Each training session will cover a specific topic that addresses the gaps identified in Phase I of the project and will be tailored to the specific needs of each different group of staff. Each training session will include the following elements: fundamental scheduling principles; the use of basic and advanced HASTUS features; and tools and techniques for assessment of work quality. The training shall include, as appropriate, assessment tools to allow participants to review their mastery of the covered topics.
 - c. Because the exact subject and audience for each training session will not be known until after Phase 1 assessment is complete, it is preferred that the Phase 2 training be proposed as pool of resources to draw on to develop and conduct the training. KCATA will reserve the right to accept or reject any proposed training. As such, it is not certain that the entire pool of training resources will be used.
 - d. The training should also take into account the potential upgrade to HASTUS software. It is preferred that as much of the training as is feasible be conducted in the most recent HASTUS

environment, even if that system is not yet in production use. This element of the training should be coordinate with the project staff from GIRO.

- e. The proposal should include a description of how this coordination is planned to occur.
- f. The consultant will prepare all materials required for training. All training materials will become property of KCATA. The consultant will schedule the training sessions at KCATA facilities using KCATA equipment. The consultant will lead the training sessions. The consultant will administer, review and report on any assessment tools developed as part of the training program.
- g. The consultant will identify gaps in tasks and skills that cannot be addressed through training. This might include tasks that should be assigned to different staff or tasks and skills that are not currently covered by any existing staff. The consultant will prepare a recommendation for staffing changes to address these gaps. This recommendation may include changes in roles and responsibilities for current positions as well as the creation of new positions.
- h. The consultant will prepare a report that details the recommended staffing changes.

2.4 Consultant Qualifications

- A. The successful contractor for scheduling services listed above must demonstrate/be able to provide high level proficiency/services in optimizing schedules, blocking, run-cuts and rosters utilizing well established industry automated scheduling software with optimization algorithms. This is necessary to provide the agency with least cost best quality scheduling solutions.
- B. The pricing for the services should include a component for software licensing/maintenance fees. The Consultant may source the software from a third-party vendor but must have a suitable agreement in place with this vendor for the life of the contract that also allows Agency staff access to complete the tasks listed above.

2.5 KCATA Software

KCATA currently utilizes Giro HASTUS version 2011 scheduling and daily operations software with the following modules:

- Vehicle
- Crew
- CrewOpt
- Roster-Interactif
- Geo
- ATP
- Rider
- HASTOP
- HASTINFO
- Bid
- DailyCrew
- DailyVehicle

**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 July 30, 2020.**
- C. **Submittal Instructions.** KCATA will accept electronic submission of proposal responses. Proposals must be received with all required documents/attachments as stated in the RFP. Proposals are to be submitted to the following FTP site:

KCATA Transit Scheduling Services

Number F20-7027-29C

Site URL <https://kcata.sharepoint.com/sites/FTP/pro/tss/default.aspx>

Bidder email bid_F20-7027-29C@kcata.org

Bidder Password 2020Kcatabld

- D. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, shall be sent to Karen Pointer at kpointer@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)

- 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;
 5. Help remove barriers to the participation of DBE’s in DOT assisted contracts;
 6. To promote the use of DBE’s in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **There is no DBE goal established for this project.**
- D. Certified DBE, MBE, WBE and SBE firms are encouraged to submit proposals as prime or subcontractors.

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 Volumes are to be attached separately with one electronic submission. Each Volume shall have the RFP number and name, the Offeror's identity, volume number and volume title.
- B. Volumes shall be submitted in the following order:
 - 1. **Volume I: Price Proposal**
 - 2. **Volume II - Technical Proposal**
 - 3. **Volume III – Contractual** - signed submittal as specified in Section 4.4 below and in Attachment C, "Proposal Checklist."

4.2 Volume I – Price Proposal

- A. Proposers are asked to submit a Price Proposal (Attachment F) that details all costs associated with the completion of the services as described in Section 2, "Scope of Services." The 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.
- 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 E).
- E. **The Price Proposal shall be submitted separate. No price information is to be included in the Technical Proposal.**
- F. The prices included in the 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.

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. 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 2 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:

1. **Letter of Transmittal**

The letter should be addressed to Karen Pointer, KCATA Buyer 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 Project Manager 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 or 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. **Project Manager and Key Personnel Experience and Qualifications**
 - a. This section should demonstrate the Proposer's experience, skills and qualifications and professional certifications of the Project Manager and other key personnel identified to work on the major components and tasks of the Project.
 - b. Describe in detail direct experience in successfully completing transit route scheduling of similar size and complexity. Detail any added services that the Proposer will provide that are not specifically requested in this RFP.
 - c. Provide resumes (please limit to no more than two (2) pages per individual) for the proposed Project Manager and all personnel considered vital to provide the deliverables specified. Include this information for each sub-consultant.
 - d. Identify primary office location for the Project Manager and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings and coordination efforts that may arise during the project.
 6. **Project Approach, Management and Organization**
 - a. This section should describe how the work will be performed to fulfill the scope of the project and its requirements and demonstrate the intended approach to perform the tasks necessary to successfully complete the Project and align with the overall requirements established by KCATA. Items to address and include project management approach, quality control plan, start-up plan, work plan, and project schedule. State management approach and techniques required for the implementation and control of the work.
 - b. Provide an organizational chart depicting how the project will be staffed in all functional areas. Indicate number of employees of each type. If applicable, state how project staff will be supported by regional or national staff and reporting relationships between project staff, other firms' management staff and subcontractors. A statement addressing availability and commitment of the Project Manager, Key Personnel and vital resources for the Project shall be provided.

7. Exception and Omissions.

a. Exceptions.

- (1) Include with your proposal responses to all information required by this RFP a letter signed by an authorized officer of the Proposer which shall note any concerns or issues with, or requested changes to, the Sample Agreement included in this RFP, and, except to the extent of such noted concerns, issues, or requested changes, the Proposer shall be deemed to be in full agreement with the terms and conditions contained in the Agreement.
- (2) The KCATA, in its sole discretion, may consider such concerns, issues, or requested changes, or lack thereof, in making the award, and the KCATA shall not be obligated, upon making any award, to consider, discuss, or agree to any such concerns, issues, or requested changes. The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.

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

8. 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/subcontractors 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.”

13. Volume III – Contractual

- D. **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.
- E. **Proposer Status and Affirmative Action**
1. All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure. online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
 3. Vendors must complete the online Vendor Registration Questionnaire.
 4. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
 5. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual.**
 - a. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment G. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
 - b. **KCATA Workforce Analysis/EEO-1 Report.** Firms have the option of submitting KCATA’s form (Attachment H-1) or a current EEO-1 Report that has been filed with another government agency.

c. Employee Eligibility Verification

- (1) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
- (2) The Proposer shall also affirm (Attachment H-2) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
- (3) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
- (4) The Proposer shall obtain this affidavit from its subcontractors at all tiers.
- (5) This form is renewable annually.

d. Current IRS Form W9.

6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.

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

14. Proposal Evaluation Criteria

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

- A. **Quality, Experience of Proposed Key Personnel.** Proposers should assume that these items may be considered:
 - Experience and qualifications of the lead person/project manager of the team and other key personnel who will be committed to the project for its duration, proposed in accordance with this RFP.
 - Depth of knowledge and project relevant experience in preparing and successfully providing scheduling services for transit projects as exhibited by recent projects and references.

B. **Price Proposal**

C. **Project Approach, Organization and Management of the Proposed Work.** KCATA evaluation committee will consider, among other things, these items:

- The approach to the Project Work aligns with KCATA's schedule, scope and overall requirements as stated in the RFP.
- The proposed team possesses successful, demonstrated experience in providing transit scheduling support as required by this RFP. Software solutions proposed as part of this project are robust and have been successfully used in scheduling applications in other transit agencies. The Proposal includes specific items that are easily interpreted and understood as aligning with a required well organized, best scheduled, and managed approach to the deliverables.

D. **Past Performance and Client References.** KCATA anticipates that the Proposer will provide references for the Prime Proposer and its team of sub-consultants relating to its most recently completed transit scheduling projects, including points of contact for purposes of checking references. The Proposer should include relevant projects that closely support its ability to provide services identified in this RFP.

4.6 Presentations/Interviews/Written Responses

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

4.7 Consultant Selection

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. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA's Board of Commissioners for final authorization. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will enter into negotiations with the subsequent firms/teams.

4.8 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
SAMPLE REPORTS**

AM LARGE BUS WEEKDAY

KCATA Vehicle Specification Assignment Effective: 04/12/2020
 Crew schedule: AprSatWk Saturday Scenario: 3 AprSatWk Crew Booking: 202004
 AM LARGE BUS WEEKDAY APRIL 12 2020 Caronavirus

Run	Block	Route Sign	Pull out	Pull in	Miles	Bus No.	Type	Track	Notes
106 - 1	10601	Quindaro-Amazon	4:21	12:04	128.397		L		
85 - 1	8501	Paseo	4:50	13:25	134.662		L		
11 - 1	1101	Northeast-Westside	4:59	13:25	110.652		L		2DOOR
47 - 2	4701	Broadway	5:02	13:24	146.266		L		
85 - 2	8502	Paseo	5:03	13:11	113.814		L		
24 - 3	2402	Independence	5:03	18:58	154.916		L		
47 - 1	4702	Broadway	5:04	13:21	131.384		L		
18 - 1	1801	Troost	5:04	20:05	177.011		L		
101 - 1	10101	State Ave	5:06	12:54	132.839		L		
24 - 1	2401	Independence	5:06	19:23	150.002		L		
31 - 61	3101	31st Street	5:11	9:57	64.936		L		
18 - 2	1802	Indiana	5:22	21:05	178.786		L		
31 - 62	3102	31st Street	5:24	7:57	41.246		L		
39 - 61	3901	39th Street	5:24	8:35	41.592		L		
101 - 2	10102	State Ave	5:25	13:05	100.947		L		
35 - 1	3501	35th Street	5:31	13:15	85.473		L		2DOOR

**ATTACHMENT A (PAGE 2)
SAMPLE REPORTS**

MASTER RUN GUIDE SATURDAY

KCATA

Master Run Guide 1

Effective: 04/12/2020

Crew schedule: AprSatWk Saturday Scenario: 3 AprSatWk Crew

Booking: 202004

#1 Main MAX Large

Run	Block	Report	Clear	Work	Paid
1 - 1	101	4:30	10:41	6h11	8h00
1 - 2	102	4:34	10:10	5h36	8h00
1 - 3	104	5:04	11:25	6h21	8h00
1 - 4	106	5:47	13:53	8h06	8h09
1 - 5	108	9:47	17:54	8h07	8h11
1 - 6	110	10:17	18:24	8h07	8h11
1 - 7	111	11:01	18:39	7h38	8h00
1 - 51	109	11:18	20:47	9h29	10h14
1 - 52	107	12:32	21:15	8h43	9h05
1 - 53	151	13:30	21:17	7h47	8h00
1 - 62	103	4:49	9:55	5h06	5h06
1 - 63	105	5:19	10:25	5h06	5h06

**ATTACHMENT A (PAGE 3)
SAMPLE REPORTS**

WEEKDAY TIMECARDS

1 - 4	Saturday	SignOn Time	Start Place	PullOut /Rel	PullIn /Rel	End Place	SignOff Time	Paid Time	Effective: 04/12/2020
		5:47	17for	6:02	13:48	17for	13:53	8h09	
	Signon			5:47	1 / North	74th Terrace & Broadway	10:01		
						63rd & Brookside	10:06		
	Pull-Out			6:02		47th & J.C. Nichols Pkwy	10:14		
						39th & Main	10:20		
	Block			106		31st & Main	10:25		
						Pershing & Grand	10:29		
1 / North	KCATA - 18th & Forest 3rd & Grand			6:02 6:11		12th & Grand	10:34		
						3rd & Grand	10:41		
1 / South	3rd & Grand			6:11	1 / South	3rd & Grand	10:56		
	12th & Grand			6:18		12th & Grand	11:03		
	Pershing & Grand			6:23		Pershing & Grand	11:08		
	31st & Main			6:26		31st & Main	11:11		
	39th & Main			6:30T		39th & Main	11:15		
	47th & J.C. Nichols Pkwy			6:35		47th & J.C. Nichols Pkwy	11:20		
	63rd & Brookside			6:42					
	74th Terrace & Broadway			6:46	1 / North	47th & J.C. Nichols Pkwy	11:28		
1 / North	74th Terrace & Broadway			7:03		39th & Main	11:34		
	63rd & Brookside			7:08		31st & Main	11:39		
	47th & J.C. Nichols Pkwy			7:15		Pershing & Grand	11:43		
	39th & Main			7:20		12th & Grand	11:48		
	31st & Main			7:24		3rd & Grand	11:55		
	Pershing & Grand			7:28	1 / South	3rd & Grand	12:09		
	12th & Grand			7:33		12th & Grand	12:16		
	3rd & Grand			7:39		Pershing & Grand	12:21		
1 / South	3rd & Grand			7:56		31st & Main	12:25		
	12th & Grand			8:03		39th & Main	12:30T		
	Pershing & Grand			8:08		47th & J.C. Nichols Pkwy	12:36		
	31st & Main			8:11		63rd & Brookside	12:45		
	39th & Main			8:15		74th Terrace & Broadway	12:50		
	47th & J.C. Nichols Pkwy			8:20	1 / North	74th Terrace & Broadway	12:58		
1 / North	47th & J.C. Nichols Pkwy			8:30		63rd & Brookside	13:03		
	39th & Main			8:35		47th & J.C. Nichols Pkwy	13:12		
						39th & Main	13:19		

ATTACHMENT B

SAMPLE CALENDAR

2019 Mark Up Dates

Start and end dates of Mark Up (Booking periods)
Posting of Master Run & Block Guides (Posting of duties)
Start and end dates of Mark Up Meetings (Bidding of Duties)
Annual Vacation Mark Up Meeting (Vacation Bids)

Start and end dates of Mark Up (Booking Periods)

201810 booking: September 30 – January 5, 2019
201901 booking: January 6 – March 30
201904 booking: March 31 – June 29
201907 booking: June 30 – September 28
201910 booking: September 29 – January 4, 2020

Posting of Master Run/Block Guides (Posting of Duties) 5 weeks prior to mark up date (Friday)

November 30, 2018 for January 2019 mark up
February 28 for April mark up
May 31 for July mark up
August 30 for October mark up
November 29 for January 2020 mark up

Start and end dates of Mark Up Meetings (Bidding of Duties) 4 weeks prior to mark up date (Saturday)

December 8 (Sat), Dec. 11 - 13, 2018 for January 2019 mark up Dec. 18 for Part Time / Relief
March 9 (Sat), March 12- 14 for April mark up March 19 for Part Time / Relief
June 8 (Sat), June 11 – 13, June 18 for Part Time / Relief
September 7 (Sat), Sept. 10 – 12, Sept. 17 for Part Time / Relief
December 7 (Sat) Dec. 10– 12, Dec. 17 for Part Time / Relief for January 2020 mark up

Mark Up meetings (Bidding of Duties) are held on the following days and times:

Full-time operators meetings are held on two consecutive Saturdays 4-5 weeks prior to the start of the mark up.

Day & Night Relief operator meeting is held the Wednesday after the second FT Saturday meeting.

Part-time operators meetings are held the week after the second FT Saturday meeting on Tuesday, Wednesday, Thursday and Friday mornings starting at 10:30

Annual Vacation Mark Up Meeting (Vacation Bids)

Mid to late November for the following year vacation picks.

January mark up must start on the first Sunday in January.

If the first day of April, July or October falls on a Thursday or later, the new mark-up will start on the following Sunday. If the first day of April, July or October falls on a Monday, Tuesday or Wednesday the new mark up will start on the previous Sunday.

Note: Do not schedule mark-up meetings in a time frame that includes a holiday.

October post and mark-up meetings dates are to consider the Labor Day holiday. January post and mark-up meetings dates are to consider the Thanksgiving holiday.

ATTACHMENT C
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

Proposals are to be submitted to the following FTP site:

KCATA Transit Scheduling Services

Number F20-7027-29C

Site URL <https://kcata.sharepoint.com/sites/FTP/pro/tss/default.aspx>

Bidder email bid_F20-7027-29C@kcata.org

Bidder Password 2020Kcata!d

Volume I: Price Proposal:

- “Volume I – Price Proposal” (Attachment F).

Volume II: Technical Proposal:

Volume III: Contractual:

- Attachment G Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment H-1 Guidelines EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment H-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment I.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment I.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subcontractors)
- Attachment J Letter of Intent to Subcontract (DBE)
- Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT D
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2020, 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 XXX, 2020 entitled "KCATA Transit Scheduling 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 xxx year(s) beginning _____, 2020 and expiring on _____ with ____ (__) one-year extension options. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix 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 Services; and
- Appendix C. Price Proposal 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 _____
Michael Graham,
Senior Vice President Administration/CFO

By _____
Jameson Auten Officer
Deputy CEO

**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. 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

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.

- A. 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 policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. 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. The contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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

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 Shawn Strate, KCATA's Planning Manager, at (816) 346-0349 or via e-mail at sstrate@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 in writing to Karen Pointer at kpointer@kcata.org
- 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 affected 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
 - Dispute Resolution
 - Employee Eligibility Verification
 - General Provisions
 - Governing Law: Choice of Judicial Forum
 - Headings
 - Independent Contractor
 - Inspection of Services
 - Insurance
 - Liability and Indemnification
 - Licensing, Laws and Regulations
 - Notification and Communication
 - Ownership, Identification, and Confidentiality of Work
 - 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

- 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.

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT E
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.

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:** The KCATA has negotiated special rates at specific hotels. 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 F
PRICE PROPOSAL
RFP #F20-7027-29C KCATA TRANSIT SCHEDULING 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. The rates provided in this Cost Proposal will remain in effect during the term of the contract.

PART A. ESTIMATED LABOR COSTS				
<i>Provide fully burdened labor rates including benefits, profit, and overhead.</i>				
DIRECT LABOR (List Labor Categories)	ESTIMATED HOURS	RATE PER HOUR (\$)	ESTIMATED COST	TOTAL ESTIMATED COST
Principal	19	\$	\$	
Project Manager	278	\$	\$	
Senior Scheduler	259	\$	\$	
Analyst	740	\$	\$	
		\$	\$	
SUB TOTAL – PRIME CONTRACTOR LABOR				\$

PART B. SUBCONTRACTOR(S)/SUBCONSULTANT(S)				
SUBCONTRACT/CONSULTANT NAME	TOTAL SUB COST	MARKUP RATE (%)	ESTIMATED COST	TOTAL ESTIMATED COST
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SUBCONTRACT/SUBCONSULTANT COSTS				\$

PART C. OTHER DIRECT EXPENSES (INCLUDE TRAVEL PER KCATA TRAVEL POLICY)			
DESCRIPTION	QUANTITY/RATE	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	
		\$	
		\$	
TOTAL DIRECT EXPENSES			\$
TOTAL PROJECT PRICE (PARTS A + B + C)			\$

**ATTACHMENT F – PAGE TWO
PRICE PROPOSAL**

RFP #F20-7027-29C KCATA TRANSIT SCHEDULING SERVICES

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 G
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: _____

**ATTACHMENT H-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 H-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT I-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: _____

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 I-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: _____

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 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