

**REQUEST FOR PROPOSALS (RFP) #G20-7028-32**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
PARATRANSIT SCHEDULING & DISPATCH SERVICES**

Date: April 29, 2020

Contact: Tamika McDonald  
Procurement Supervisor

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org)

April 29, 2020

**REQUEST FOR PROPOSALS (RFP) #G20-7028-32  
PARATRANSIT SCHEDULING & DISPATCH SERVICES**

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified consulting firms interested in providing scheduling and dispatch services for the KCATA RideKC Freedom program.

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

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. However, because this project is not federally funded there is no DBE participation goal. 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](mailto:wmorgan@kcata.org).

Questions (technical, contractual, or administrative) must be directed in writing via email to Tamika McDonald at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org). Questions and requests for clarifications will be received until **2:00 p.m. May 5, 2020**. If required, KCATA's response to these submissions will be in the form of an Addendum.

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

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

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 three-year with two on-year options to renew contract term is anticipated for award to the selected and approved Provider if negotiations are successful.

KCATA will accept electronic submission of proposal responses. Proposals shall be clearly identified as "G20-7028-32 Paratransit Scheduling & Dispatch Services" and must be received with all required submittals as stated in the RFP **no later than 2:00 p.m. on May 29, 2020 to the following FTP site:**

Name	Paratransit Scheduling & Dispatch Services
Number	G20-7028-32
Site URL	<a href="https://kcata.sharepoint.com/sites/FTP/pro/psds/default.aspx">https://kcata.sharepoint.com/sites/FTP/pro/psds/default.aspx</a>
Bidder email	<a href="mailto:Bid_G20-7028-32@kcata.org">Bid_G20-7028-32@kcata.org</a>

Bidder Password -!UVG9AbGy (Dash - Exclamation - UNIFORM - VICTOR - GOLF - Nine - ALPHA -  
bravo - GOLF - yankee)  
Contact Name [Tamika McDonald](#)  
Email Address [TMcDonald@kcata.org](mailto:TMcDonald@kcata.org)  
Phone Number [816-346-0283](tel:816-346-0283)

Proposals received after the time specified shall not be considered for award. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

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

Kristen Emmendorfer  
Interim Director of Procurement

## TABLE OF CONTENTS

Page

<b>SECTION 1. PROPOSAL CALENDAR .....</b>	<b>6</b>
<b>SECTION 2. SCOPE OF WORK .....</b>	<b>7</b>
2.1 Scope of Services.....	7
2.5 Contractor Responsibilities & Requirements.....	8
2.5A Software as a Service .....	8
2.5 B Scheduling & Dispatch.....	14
<b>SECTION 3. PROPOSAL INSTRUCTIONS .....</b>	<b>24</b>
3.1 General Information.....	24
3.2 Reservations .....	24
3.3 Proposer’s Responsibilities .....	25
3.4 Authorization to Propose.....	25
3.5 Withdrawal & Incomplete Proposals.....	25
3.6 Modification of Proposals .....	25
3.7 Unbalanced Proposal .....	25
3.8 Protests.....	25
3.9 Disclosure of Proprietary Information .....	26
3.10 Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements.....	27
<b>SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD .....</b>	<b>29</b>
4.1 Proposal Format.....	29
4.2 Volume I – Cost Proposal .....	29
4.3 Volume II – Technical Proposal .....	30
4.4 Volume III - Contractual .....	34
4.5 Proposal Evaluation Criteria.....	35
4.6 Presentations/Interviews/Written Responses .....	37
4.7 Consultant Selection .....	37
4.8 Contract Award .....	37
<b>ATTACHMENTS</b>	
Attachment A Proposal Submittal Checklist.....	38
Attachment B Sample Agreement/Terms and Conditions .....	39
Attachment C KCATA’s Travel Policy for Contractors .....	59
Attachment D Cost/Price Proposal.....	60
Attachment E Affidavit of Civil Rights Compliance .....	61
Attachment F-1 Guidelines for Workforce Analysis/EEO-1 Report.....	63
Attachment F-2 KCATA Workforce Analysis/EEO-1 Report .....	64
Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification .....	65
Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification .....	66
Attachment H Letter of Intent to Subcontract .....	67
Attachment I Schedule of Participation.....	68
Appendix A Service Statistical Information	

**NO PROPOSAL REPLY FORM**

**RFP #G20-7028-32**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
PARATRANSIT SCHEDULING & DISPATCH 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 Tamika McDonald, KCATA's Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org).

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

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

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

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

---

---

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

**SECTION 1  
PROPOSAL CALENDAR**

RFP Advertised and Issued.....	April 29, 2020
Questions, Comments and Requests for Clarifications Due to KCATA .....	May 5, 2020 2:00 p.m.
KCATA’s Response to Questions, Comments and Requests for Clarification .....	May 11, 2020
RFP Closing.....	May 29, 2020 2:00 p.m., CST
Interviews ( <u>Tentative</u> and as Required).....	June 10-12, 2020
Contract Award/Notice to Proceed .....	July 2020

## **SECTION 2 SCOPE OF WORK**

### **2.1 Scope of Services**

The Kansas City Area Transportation Authority (KCATA) is currently seeking proposals for paratransit dispatching/scheduling and software as a service for its RideKC Freedom (RKCF) program. KCATA reserves the right to add or remove any regional partner from the scope of this [project/contract] at any time due to the changing nature of regional transportation governance and operations.

### **2.2 Background**

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is the regional transit agency in the Kansas City metropolitan area. KCATA is a special purpose public authority created in 1965 through special legislative action by the states of Missouri and Kansas. A ten-member Board of Commissioners, with equal representation from both states, serves as the KCATA's policy governing body. The bi-state compact allows KCATA to operate transit in both states, although it does not provide for exclusive operation.

KCATA currently operates 70 bus routes that provide approximately 10.1 million miles of scheduled transportation service per year within Clay, Jackson and Platte Counties in Missouri and Wyandotte County in Kansas. KCATA currently operates a single bus route in Johnson County, Kansas.

RideKC Freedom (RKCF) is an umbrella name for both Non-ADA and ADA paratransit services in the Kansas City region. For the purposes of this RFP, operations will be in the greater KCMO area (which may include both Missouri and Kansas), and the city of Independence, MO. Depending on an individual's circumstances and travel needs, a person may be enrolled and travel in more than one program (ADA or non-ADA). The KCMO paratransit operational service is currently provided by WHC, using a mix of dedicated fleet vehicles/drivers and dedicated taxis/taxi drivers. The Independence, MO operational service is currently provided by First Transit using dedicated fleet vehicles (cutaways) and drivers. Service in KCMO operates seven (7) days a week from 4am until midnight. Service in Independence operates Monday through Saturday from 6am to 7pm.

### **2.3 Selected Service Statistics**

Service statistics for both Independence, MO and KCMO will be included as an attachment at the end of this RFP

### **2.4 Term and Renewal Options**

The term of this contract shall be for a period of three (3) years from the date of contract award. The KCATA shall have the option to renew the contract annually for up to two (2) years. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the "contract term."

## 2.5 Contractor Responsibilities and Requirements – Software Scope and Scheduling/Dispatch Scope

### A. **Software Scope – Software as a Service**

As a part of this proposal, the bidder is required to supply a modern scheduling and dispatch software solution. This solution must be hosted by the bidder, hosted by a cloud services provider, or provided as Software as a Service (SaaS) and delivered to the end users – including KCATA Staff and other Contract Staff – as a web based or similar solution. Finalist bidders will be required to demonstrate the full functions of the software to the selection committee. The current software is provided by MTM (formerly Reveal Management Services, RMS) The basics of this software should include, but not be limited to, the following requirements:

- Be fully functional software with history of other public transportation paratransit contracts, preferably similar in size or larger
- An open architecture to enable future integration with add-on technologies
- Come with references from other public transit agencies, with regards to paratransit
- Be securely accessed, with adequate licensing for the necessary KCATA and service contractor staff, with no fees to add users
- Intuitive, easy to use and GIS based
- Capable of automating scheduling functions, increasing efficiencies of service and accuracy of data, reducing administrative time
- Offer client registration, or client profiles (with various eligibility options), and guard against ADA denials, even when capacity is restrained
- Trip reservations and negotiations
- Scheduling and dispatching, along with trip verification
- Invoicing and full reporting functionality, with an ad hoc report feature – generating statistics to determine efficiency,
- Real time optimization
- Geo-coding and mapping, along with turn by turn directions
- OTP, productivity and full ridership information
- Calculate drive time and mileage, visually display vehicles and route
- The ability to track driver performance metrics

### **Software Technical Requirements**

- **Client Data Base**
  - Conversion of existing database, including, but not limited to, all customer profile information and trip history
  - Provide a data template for staff to build a client profile to be used for scheduling and dispatch functions



- Able to accommodate multiple eligibility types with accompanying policies that should be applied during the reservations process (travel times, service area, conditional eligibility, etc.)
- Track trips per client, with customization based on various trip purposes
- Enabled so that KCATA may include required customer fields
- Have customer look up and customer edit functions for all customer profile fields
- **GIS and Mapping**
  - GIS and mapping capabilities to identify approximate current locations
  - Service area boundaries be readily integrated, identifiable, editable, and defined by each RideKC fixed route in the region
  - The ability to ensure trip origin and destination are within service area zones
  - Ability to create new service-based zones
  - Allow user access to map views of the service area, individual routes or runs and/or bus stops, specific street addresses, or other specified zoom levels
  - Geographic query functions
  - Ideally would have the ability to show a graphic display of the map for any trip reservation, in real time and historically
- **Geocoding**
  - The software should have full geocoding functions allowing the user to enter an address and locate the address on a map
  - Be capable of handling various street abbreviations, with the ability to eliminate true duplicate entries, in the geocoding process
  - Permit manual entry of x and y coordinates if an address cannot be geocoded based on existing map range attributes
- **Distance Computation**
  - Capable of using street level GIS data to determine driving length and duration during scheduling process (and ideally identify one-way streets and traffic conditions)
- **Trip reservations**
  - Permit trip reservation while customer is on the phone for future trips (and capabilities of accommodating same day trip requests – will calls and unscheduled trips that may need to be placed in the system)
  - Process both individual and standing trip orders, and will calls, without the need for a lengthy manual process
  - Permit users to access client records by use of customer first or last name, customer identification number, or telephone number (with additional details so users can distinguish customers with the same last name)

- Auto populate reservation screen with customer data, including common locations, mobility devices, eligibility, PCA, etc.
  - Pertinent reservation information available to the user through on-screen displays
  - Default to the client's home address for pickup, but provide the ability to easily change pickup addresses, and retain common addresses for each client profile
  - Ability to add any points of interest pertinent to each customer
  - Capable of trip reversals
  - Capable of using customers desired pick-up time or appointment time to generate a customer 30-minute pickup window, considering appropriate travel times and ensuring an on-time arrival to the destination
  - Capable of incorporating multiple trip policies, linked to various eligibility types
  - Able to accommodate advance reservations, standing orders, trip reservation editing, suspended service, personal care attendants (and also guests, companions), trip cancellations
  - Able to accommodate multiple fare rules, lined to eligibility and service area
  - A full history of all individual trip reservations, edits and changes shall be available, along with the user identification, shall be easily available for management and auditing
- **Scheduling**
    - Perform fully automated scheduling, in batch mode or with individual trips. Provide web-based tools to manage OTP, no-shows, cancellations, late trips. Automatically send updates and alerts to dispatchers and MDT's. Continuously look and alert dispatchers of issues and opportunities to maximize efficiency in real time, taking into consideration cancellations, no shows, driver performance, vehicle position, traffic conditions, etc.
    - System should dynamically and continually check service for efficiencies throughout the service day
    - Service zones – capable of producing the schedules, by run, in either chronological or run order, indicating projected arrival and departure times
    - Capable of displaying all runs scheduled for a single day, or selected time period
    - Be equipped with validations and/or violation alerts prior to a run being finalized and/or performed
    - Offer a manual override to the scheduler for any trip, run, vehicle, etc.
    - Follow labor rules, considering employee shifts, breaks, fuel breaks, etc.
    - Recognize the need for a customer's vehicle assignment, based on their profile, and assign proper vehicles
    - Be capable of grouping trips for efficiencies
    - Dynamic shift updating – if one shift is updated, the system should then update any and all others related to that day
    - After scheduling is complete, system should display any unscheduled trips so staff can then consider and assign necessary manual overrides

- Once trips are assigned to a run, system should allow a display of the run, sequence of picks and drops, and route path
- The system should provide a functional test environment for schedulers to adjust and/or create new run cuts based on seasonal, rules or ridership changes
- **Dispatching**
  - Allow dispatcher (and other assigned users) access to itineraries based on vehicle, driver, client name, client ID or telephone number
  - Display the run number, number of passengers, scheduled arrival time, estimated arrival time, special circumstances, display associated with time of day if that is the query the dispatcher uses
  - Capable of assigning drivers to runs, considering driver work schedule and any other factors in relation to compliance and policy
  - Capable of assigning vehicles to scheduled runs, taking into account customer's mobility needs, and ensuring sufficient wheelchair/mobility device capacity at all times
  - Dynamic assignment capabilities to consider mechanical issues, lift issues, driver issues, etc.
  - Allow dispatcher to process cancellations, no shows, missed trips, considering system policies
  - Allow same day reservation changes and add-ons (example – incorrect reservation address, will calls for missed trips – these are not the KCATA standard operating procedure, but need to be allowed for)
  - Easily allow the removal of a vehicle or driver from service
- **Cloud hosting**
  - Ideally, the system will be a secure, reputable platform, fully functional with both Windows and macOS operating systems
- **Electronic Fare Collection**
  - KCATA does not currently have an electronic fare system, but would like the software to be fully ready for any future integration with an electronic fare system
- **System Parameters**
  - Capable of user specified settings that govern the scheduling process (average dwell time, speed, load times, etc.)
- **Data Ownership, Retention and Access**
  - All system data shall be owned by KCATA, with the rights and ability to access all data, export it to other applications, and allow access to third parties for integration purposes on a perpetual royalty-free basis. KCATA shall be able to upload and/or download as much data as desired in transactions with the system. The vendor shall not apply any usage restrictions or fees. The vendor shall not adjust or modify the data structure without the permission of KCATA. KCATA shall be given at least 60 days advance notice in order to make corresponding accommodations/modifications. The vendor shall provide a comprehensive data archive, backup and recovery plan, and the services, equipment and systems necessary to implement that plan. Historical data shall be stored in a larger

database. The database shall retain and allow access to historical data for at least 5 years, from the date of upload.

- **Reports**

- **Standard reports**

- Software should be capable of generating a range of management and service reports necessary to permit sufficient oversight of the service. It will also provide the reports that meet NTD, State and any other jurisdictional guidelines and requirements. The software should provide real time operational supervision, on-time performance and productivity reporting. All reports are able to be run on demand and exported to csv, pdf, excel, word, etc.
    - The system should have capability to run certain reports on a scheduled basis, with parameters defined by the user and delivered via email (i.e. monthly reports on revenue, billing hours, on-time performance, monthly trip summaries, ridership totals, etc.)

- **Ad-Hoc Reports**

- The system should be capable of permitting users to create, format and print user-defined reports based on data elements contained in the database. The vendor must assist KCATA with creating ad-hoc reports, as is reasonable.

- **Hardware**

- The software solution must be hosted by the bidder, hosted through a third-party cloud services provider, or delivered as Software as a Service and must not require server hardware or software installation for KCATA or the service providers.
  - A complete list of technical specifications and requirements for all workstations for KCATA and the service providers must be included in the proposal.

- **Mobile Data Terminals/AVL Functionality**

- Proposer must provide demonstrated documentation of successful installation of the software and MDT products at other transit locations in the United States.
  - The bidder must provide a comprehensive MDT solution including hardware, configuration, and a full implementation plan. Existing service providers are already equipped with MDT's in vehicles. Service providers are currently using Samsung Galaxy tablets. It is desired that the software be accommodating to those units. Information about the current MDT's provided on the Service Stats attachment. Use of existing hardware must be specifically identified in the RFP response.

- **Current Versions**

- KCATA requires that the proposer offer the latest and tested released version in this proposal
  - KCATA will not consider any software that is in beta testing, or has not been used by any other transit agency in the United States

- **Technical Support and Maintenance**

- KCATA requires that the proposer offer comprehensive training to all KCATA and service provider staff, with a training proposal and schedule included in this RFP
- KCATA requires full technical support for the software as part of the proposal (can be shown in various levels and pricing, if necessary). This should include, but not be limited to the following:
  - Phone and email support with service technician/engineer during all normal administrating business hours maintained by KCATA
  - Provision of diagnostics/repairs via remote control access to system hardware/software
  - On-site technical support, when requested
  - Product upgrades, new releases, patches, etc., when issued by the vendor throughout the first five years (at a minimum) of implementation. Product upgrades, new releases, patches, etc. after the first 5 years should be included as alternates in the bid proposal.

- **User Groups/Newsletters/Technical Bulletins**

- Upon award, the vendor shall include KCATA in all product newsletters, announcements, bulletins, or other technical matters concerning the software products offered.

- **Access to Locations**

- KCATA will assign a local contact to the software provider who will be the point of contact during the implementation phase. This will also be the point of contact regarding project matters, site visits, training schedule, etc.

- **Installation**

- An implementation schedule is required, and should include major milestones during the development, customization and installation phases of the project.

- **Testing**

- Upon notification of award, the proposer and vendor shall work with KCATA to develop a testing schedule (after the Notice to Proceed has been released)
- Upon notification that the system is ready for testing, the vendor should schedule a date for performance testing.
- Upon completion of the testing/installation phases, the vendor shall notify KCATA in writing of system readiness
  - **On Site Representation**
    - Proposer and/or vendor shall have a project manager and/or duly qualified software engineer on-site during the initial testing of the product
  - **Testing Period**
    - KCATA and the vendor will determine the amount of time to run the system in a testing mode, based on the proposer's implementation schedule, and any other outside factors that may arise. During the testing period, both the vendor and KCATA shall compile a list of issues, bugs, glitches, etc. that shall be the responsibility of the software vendor to fix
  - **Errors, Corrections, Fixes**

- If, after testing, software does not perform to specifications, or vendor representation, vendor shall be given 30 days, after notification of the problem, to remedy the issue.
  - Final Testing
    - Upon satisfactory fixes of any issues, bugs, glitches, integration problems, etc., a final testing period will be determined by KCATA and the vendor to verify that vendor has corrected any identified problems.
  - Acceptance
    - After final testing is completed to the satisfaction of KCATA, KCATA will administer a letter of acceptance to the vendor.
    - Upon acceptance, the training schedule will commence.
- Training Program
  - A software training program should include a combination of classroom and hands on training for all software products, for both KCATA and the service providers staff.
  - Training content and duration should be stated in this proposal
  - A software manual, that is updated as necessary, should be available to all users, in both electronic and downloadable printed formats.
  - KCATA and/or the service providers will provide the computers necessary for training
  - If the system relies on any third-party software, it shall be the responsibility of the vendor to provide training, in structure and content, on that software, equal to that provided on its own product
  - If the vendor offers any additional training classes, refresher courses, etc., such support should be listed in the proposal

## **B. Scheduling and Dispatch Scope**

This portion of the RFP will cover the scheduling and dispatch requirements. The contractor will provide full scheduling and dispatching services for RideKC program services in the greater Kansas City region. This may include Jackson, Clay, Cass and Platte Counties in Missouri, and Johnson and Wyandotte Counties in Kansas.

There are currently two (2) service providers providing the vehicles and drivers. First Transit provides these services in Independence and WHC Worldwide provides these services in the rest of the region. First Transit uses cutaway vehicles and WHC has a mixed fleet of dedicated fleet vehicles/drivers and dedicated taxi vehicles/drivers. All internal driver support (outside of trip operations) is currently provided by the service provider, including window dispatch from base.

The current scheduling and dispatching vendor is MTM, Inc. and the current software is also a MTM solution, formerly Reveal Management Solutions (RMS).

### **Staffing**

- The contractor is responsible for hiring, training and supervising an adequate amount of staff to perform the duties of scheduling and dispatching. Hours of operation are from 4am to midnight, seven (7) days a week (or until the last customer has been delivered to their final destination, and last vehicle has completed its route).

- The contractor shall appoint a Project Manager (or general manager), working on-site with schedulers and dispatchers, to be the official KCATA point of contact for service.
- Ideally, the contractor will also have an on-site supervisor and/or quality assurance specialist to monitor service.

### **Duties of Staff**

- Develop and maintain a run structure in the scheduling software reflective of available capacity and adequate to meet service standards within established service standards and policies.
- Regularly review service demand and revise the run structure to ensure service demand is being met in the most productive way, within established service performance and safety standards.
- Runs should be completed with as many straight runs as possible.
- Run structures must be reviewed and modified no less than three (3) times per year, or until a seasonal pattern, based on service demand, is identified and approved by KCATA
- Work with current service providers on a daily basis to ensure service is meeting maximum efficiency
- Communicate daily with KCATA and service provider about available service capacity (vehicles and drivers). Identify any trends or issues that may need to be addressed
- Schedule trips to runs in accordance with procedures in this RFP, and in respect to the KCATA rules/parameters of service
- Conduct a final review of runs created, adjust trips to ensure productive service in accordance with service performance standards, and trim runs to reflect actual service demand each day.
- As runs are developed over time, communicate regularly with service providers about the likely number of runs that will be needed and created each day and arrange for additional capacity as needed
- Transmit to the service providers, and KCATA final run manifests by 7:00 PM on each day that precedes a day of service
- Make any changes to run manifests deemed necessary based on discussions with service providers and subject to approval by KCATA
- Provide trip scheduling and dispatching services; including, “Where’s my ride calls”, from 4:00 AM to 1:00 AM or until the last trip is performed completely; Monday – Sunday.
  - Maintain and report the following statistics for “Where’s My Ride” calls
    - Number of calls received
    - Number of calls answered
    - Abandonment rate (should not exceed 5%)
    - Speed to answer (broken out by minutes (should not exceed 3 minutes in the queue)
- On behalf of KCATA, transmit to service providers any new service policies or procedures and any guidance
- Prepare service reports for KCATA on a regularly scheduled basis (abbreviated daily and weekly reports, along with monthly service reports), with Key Performance Indicators
- Provide special service and performance reports as requested by KCATA
- Participate in weekly/monthly or required meetings with KCATA and service providers;

- Attend consumer RideKC Freedom Advisory committee meetings, KCATA Board meetings and other public forums and meetings as required by KCATA

### **Two Way Communications**

- Two-way voice communication with dedicated service provider drivers will be via hand-held radios. The selected Contractor and the selected dedicated service provider shall work together to obtain compatible mobile radio equipment. The Contractor shall purchase enough units for all on-duty dispatchers and other staff.

### **MCD and AVL Technology**

- All service provider vehicles dedicated to RideKC Freedom operation will be equipped with Mobile Data Terminals (MDT) and Automatic Vehicle Location (AVL) technology. Vehicles are equipped with MDTs and AVL technology that is compatible with KCATA's scheduling software of record. Service providers will continue to equip all dedicated service provider vehicles with this technology for the term of the contract
- The Contractor will ensure that service provider staff is trained and proficient in the use of the software technology

### **Service Operations**

- Vehicle Runs and Authorized Vehicle Hours of Service
  - KCATA will specify the maximum number of authorized vehicle revenue-hours per year to be operated by the dedicated service provider. The Contractor will schedule trips within these maximums
  - KCATA will also provide the run structure that is in place at the time that control of the service is transferred to the Contractor. The Contractor will develop and refine the run structure to make the service as efficient as possible while delivering service according to service performance standards. The Contractor will also regularly communicate with the service provider about driver shifts, breaks and other issues to ensure that run structures are consistent with driver agreements
  - Runs less than four (4) hours in length will not be specified without the approval of KCATA. Runs shall be a maximum of ten (10) hour and drivers shall no work more than one, ten-hour shift in any 24-hour period. Drivers shall not work more than 60 hours in any given week
  - The Contractor will work with KCATA to regularly review the mix of dedicated and non-dedicated service to ensure the most efficient use of each type of service. This analysis will focus on use of non-dedicated service providers during low demand times and to smooth out peaks in demand. The maximum number of dedicated vehicle revenue-hours and maximum number of trips assigned to non-dedicated service providers will be adjusted to reflect agreements reached with KCATA based on this analysis
  - The Contractor shall transmit finalized runs and trip lists to service providers no later than 7:00 PM on the day proceeding each day of service. The Contractor shall not transmit runs/trips to service providers if the actual demand for service does not require that all runs be operated. The Contractor's schedulers shall "close-out" runs as schedules are being finalized one day in advance if there is not a need to operate certain runs and will notify the affected service provider that the run or runs will not be operated. In developing final schedules and runs needed, the Contractor will work to maximize service productivity



and efficiency within the one-time and travel time standards specified by KCATA. KCATA reserves the right to review contractor scheduling and to adjust in the run structure if it feels that the service can be operated more efficiently within service performance standards

### **Scheduling**

- KCATA will staff trip reservation lines seven days a week from 7:00 AM until 4:45 PM. Trip reservations shall be accepted from 14 days in advance until 4:45 PM on the day before the day of service. Please note, KCATA reserves the right to change their reservation staffing hours, but will not make any changes that will affect the contractor's ability to schedule trips
- Trip Coordinator staff shall take and schedule new trip requests and make changes to existing reservations (changes in reservations and trip cancellations) placed one or more days in advance. Callers seeking information about the status of trips scheduled for that day or canceling trips on the day of service will be transferred to the Dispatch Desk. Trip Coordinators shall also handle calls seeking general information about the service. If callers are seeking information about eligibility for the service, an application form, or assistance completing an application form, reservationists shall provide them with the KCATA eligibility number
- During the term of the Contract, the Contractor shall work with KCATA to explore the use of "real-time" scheduling of trips by Coordinators and the negotiation of trip times with riders to improve service efficiency
- The Contractor shall have an adequate number of schedulers to perform the scheduling duties listed below. Additional scheduling capacity should be included for the expected growth in demand during the term of the Contract
  - On-going review of all runs being created. This review shall begin seven days in advance of the day of service and shall be conducted each day up to the day of service. In this way, the runs will constantly be refined and improved as new trips are added
  - On-going review and handling of all "unscheduled trips." Schedulers shall regularly scan all trip requests placed on the "unscheduled" list/run and shall manually schedule these trips to runs or to non-dedicated service providers. Riders shall be called back if this manual scheduling of "unscheduled" trips changes the times requested by riders
  - On-going review of standing order/subscription trips
  - Final "clean-up" of run manifests the evening before each day of service. Schedulers shall review each run and make final adjustments as needed to ensure that runs are drivable as well as efficient. This final review shall include a review of any parameter violations. It shall also include a review of apparent "long rides" (i.e., rides that have long on-board times relative to the direct travel distance). "Exception reports," long-ride reports and other tools available in the scheduling software system shall be utilized by scheduler(s) during this final clean-up process.
  - Development of close/on-going working relationships with dispatchers and Service provider supervisors to review the run schedules being created and to refine them to be as operationally sound and efficient as possible.
  - Schedulers shall regularly review the performance of the scheduled routes and shall identify possible issues for management/KCATA review. This shall include things such as adequate boarding and disembarking time, adequate travel time, travel time allowances by time and day and time of the year, etc. Possible improvements shall periodically be brought to the attention of managers for communication to and consideration by KCATA

- Schedulers (as well as all other operations staff) shall also ensure that the pickup times negotiated with and promised to riders are “honored” and “protected” throughout the scheduling and service delivery process. If adjustments are made to initial negotiated times that are outside the established on-time window, riders will be notified of the change in times. Schedulers shall enter notes into trip files whenever such changes in negotiated times are made. These notes shall indicate when riders were contacted and the results of the contact (e.g., spoke with rider, left message with another person, left message on answering machine, etc.).

### **Run Manifest Design**

- Run manifests shall be designed in a way that keeps drivers and riders “on the same page” in terms of pickup times. The run manifests shall be structured to make it clear to drivers what time riders have been promised in terms of pickups, any pertinent appointment times, as well as the times estimated by schedulers and the software system. In addition, when possible, landmarks and destination notes should be placed on manifests to assist drivers in performing duties.

### **Dispatching**

- The Contractor shall employ an adequate number of staff to proactively monitor all trips between the hours of 4:00 AM – 1:00 AM; Sunday – Saturday. The Contractor shall monitor the status of each run, shall make changes to runs as needed to ensure on-time service and quality service to riders
- Dispatch procedures shall ensure that actions on potential late trips are “proactive” rather than “reactive.” Trips shall be reassigned/rescheduled far enough in advance to ensure that they will be handled on-time to the maximum extent possible
- Dispatchers shall constantly be aware of the negotiated/promised times given to riders for pickups. If changes to pick up times are made that move scheduled/estimated times outside the on-time window associated with negotiated times, riders shall be contacted by phone and informed of the change. All such changes that move times outside of the original on-time window shall be documented by dispatchers in the trip history files
- Dispatchers shall ensure that all radio communications are professional and in keeping with FCC regulations

### **Data Collection and Reporting**

- The contractor shall provide a mechanism for reporting the following (see software scope):
  - Scheduled Trips
    - Projected Productivity
    - Projected On-Time Performance
    - Long on-board times
    - Length of trip miles versus rider on-board times
    - Projected slack time in schedules
    - Projected cost of service
    - Projected trips scheduled late

- Projected tip overbooking
- Routes with excessive dwell time
- Tight schedules
- Missing driver lunch/break times
- Real-time trip data that indicated discrepancies based on GPS data
- Quality Assurance Reports and Information
- Inaccuracies in reporting scheduled versus actual revenue hours
- GPS based qualify assurance reports
- Ensures billing information is entered correctly and alerts KCATA staff where discrepancies exist between time values entered on manifests versus GPS arrival and departure times
- Provides for ability to capture issues that occur throughout the day and create a permanent record of the issue including all actions taken to address the issue
- Provide summary of Operational Key Metrics for scheduled versus actual comparisons
- Cost of service data based on dispatch and scheduling decision making
- Excessively late trips
- “Where’s My Ride?” Call Stats

**National Transit Database Reporting (NTD)**

- The Federal Transit Administration requires public transit operators to monthly and annually report specified operating, performance and vehicle data as a condition of federal funding. The Contractor will assist KCATA in generating all required NTD reports, as necessary (also included in software as a service scope of work)

**Billing and Payment**

- During the contract period, the Contractor shall submit to KCATA monthly invoices with full and appropriate documentation. The Contractor shall submit the original invoice and one copy to KCATA’s Procurement Department.
- Each month the Contractor shall bill KCATA for an agreed upon monthly fixed fee based on fixed costs. The fixed costs shall be based on the final negotiation of costs with the Contractor which shall be detailed as an exhibit to the Contract
- KCATA shall then pay the Contractor an amount equal to the fixed fee charges plus any incentive payments. The fixed monthly fees shall be designed to cover all associated costs of managing and operating the service
- The Contractor’s invoice shall be submitted by the 5<sup>th</sup> calendar day of the month following the month of service and shall include
  - Contract Number
  - Invoice Number
  - Billing Period
  - Total Fixed Costs Billed
  - Any necessary supportive documentation

- Payment shall be made by KCATA within thirty (30) days of verification and acceptance of the invoices and required service and management reports by KCATA. If any portion of the invoice is disputed by KCATA, KCATA agrees to reimburse the Contractor for its undisputed costs. Disputed costs will be resolved in 30 days and shall be included in the subsequent month's payment to the Contractor
- KCATA may conduct an audit of any or all records kept by the Contractor for this service. KCATA reserves the right to obtain an understanding of internal controls and assess control risk by performing tests of controls to evaluate the effectiveness of the Contractor's design and operation (i.e., test of details of transactions and balances). These tests will determine the contractor's capability of preventing, detecting and correcting material misstatements. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices

### **Incentives and Disincentives**

- During each billing period, the Contractor shall strive to meet service performance standards. Exceeding certain performance standards shall result in the payment of incentives as specified below. Failure to meet certain standards shall result in the application of disincentives against the Contractor's billing-period invoice(s) as specified below. If disincentives are assessed, the Contractor shall be notified in writing at the time that payment is made
- Performance incentives and penalties that shall apply:
  - On-Time Performance: KCATA's goal is for 95% of all pickups to be on-time and 95% of all drop-offs to be on-time. An acceptable "operating range" of 90% - 95% on-time has been established. A pickup will be considered on-time if drivers arrive at pickup locations from 15 minutes before to 15 minutes after the times negotiated and stated to customers. Early pickups (more than 15 minutes before the negotiated times) will also be included in the count of "on-time" pickups for the purposes of reporting performance and assessing incentives and disincentives. For on time performance above 95% for on-time performance for a given month, an incentive payment equal to \$1,500 shall be paid to the contractor. For each percentage point below 90%, for either pickup or drop-off, on-time performance for a given month a penalty equal to \$1,000 shall be deducted from the Contractor's invoice for that month.
  - KCATA has established a desired productivity of 1.65 eligible rider trips per vehicle revenue-hour and a minimum productivity requirement of 1.6 eligible rider trips per vehicle revenue-hour for the paratransit service provider. For each whole one-hundredth of a point above 1.65 per vehicle revenue-hour, Contractor will earn a \$600 incentive payment. Productivity incentives will not be paid if on-time performance is not within the acceptable operating range.
  - Incentive and Disincentive Exceptions: Disincentives will not be assessed in the Contractor's performance fails to meet the goals due to extraordinary and/or unanticipated occurrences beyond the control and without the fault or negligence of the Contractor. Examples include, vehicle recalls, labor strikes, earthquakes, fires and/or floods that result in performance below the stated goals. Traffic congestion or accidents are not acceptable reasons for poor performance. If performance below the baseline results from any KCATA policy, the provider should confer with KCATA on the matter. Provisions for honoring incentive payments, in cases where it can be shown that service provider action or inaction resulted in negative service quality, will be negotiated with the winning Contractor

### **Accounting Records**

- All service costs incurred in the performance of the contract shall be recorded in an account separate from those used for other business activities of the Contractor and shall be available for inspection or audit during normal business hours upon KCATA request
- The Contractor shall be required to instruct its personnel assigned to this project to complete timesheets that meet Federal and State requirements showing working hours charged to the project. The timesheets shall be made available to KCATA upon request during all normal work hours

### **Confidentiality of Information**

- All information regarding any individual served by KCATA is strictly confidential. Information shall not be released to any party in any form without authorization of the individual and/or KCATA.

### **Staffing**

- KCATA will continue to manage the reservation process. KCATA Trip Coordinators will continue to enter trips into the reservation software. KCATA Call Center Management will oversee this process and coordinate directly with the Contractor to modify policy or procedures to improve service. The Contractor shall provide the necessary staff to ensure efficient and timely administration of scheduling and same-day dispatch of paratransit services in accordance with service performance standards

### **Training Requirements**

- All management and operations staff shall be thoroughly trained in KCATA paratransit service policies and procedures, use of hardware and software appropriate to the job, disability awareness, and quality customer service. Training for all personnel should include spending time with on-street providers – window dispatch and on-street operations

Schedulers and dispatchers shall be fully trained in the functioning of the reservation software system for their area of operations and shall be trained in the roles and responsibilities of these jobs. Refresher training shall also be provided as software upgrades are installed

## **2.6 Personnel Policies**

- A. The Contractor must have in effect personnel policies that confirm to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, DOE, Worker’s Compensation and other regulations as appropriate.
- B. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit 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.

- C. When providing KCATA service, employees may not have weapons in their possession or on vehicles operated by KCATA services. The Contractor must comply with KCATA's Prohibited Weapons Policy for vehicles and personnel while operating KCATA services.
- D. Purchasing or consuming illegal substances or alcoholic beverages while in uniform is not allowed. It is the Contractor's responsibility to terminate any employee observed doing so. Policies for addressing such incidents must be included in the provider's Drug and Alcohol Policies as required by the FTA and in compliance with the FTA Drug and Alcohol Regulations.
- E. KCATA promotes and supports a smoke free work environment. No smoking is allowed in vehicles used to provide KCATA services or within the facilities used for KCATA services.
- F. The 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 Contract.
- G. 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.
- H. KCATA retains the right to review the Contractor's personnel policies and list of personnel assigned to KCATA's contract. Proposed changes in job duties are subject to review and approval by KCATA.

## **2.7 Drug and Alcohol Testing**

- A. The Contractor agrees to establish and implement a drug and alcohol testing program for its employees that complies with 49 DFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrators, or KCATA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process.
- B. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before the anniversary date of the Contract. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

## **2.8 Drug-Free and Smoke-Free Workplace**

- A. The Contractor shall maintain a drug-free workplace and shall develop a drug-free workplace program.

- B. KCATA also promotes a policy of a smoke-free workplace. The Contractor shall not permit smoking within any facilities provided under this Contract.

**2.9 Project Status Meetings and Advisory Committee Meetings**

Project status meetings shall be scheduled as needed. The Contractor staff is expected to attend meetings called by KCATA and relevant to the operation of this service. KCATA anticipates that weekly meetings will be needed in the start-up phase of the contract and that monthly meetings will be held after start-up to discussing current or potential service problems and proposed solutions. The Contractor shall also attend meetings of KCATA's consumer advisory committee as requested. These meetings will also serve to maintain open and frequent communications with riders. Unless otherwise notified, the Project Manager or other employee with decision-making authority shall attend all meetings.

**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., CST on May 29, 2020.** Proposals received after the time specified may not be considered for award. Proposals can be submitted via electronic submission. Proposals must be delivered to the following FTP Site:

Name	Paratransit Scheduling & Dispatch Services
Number	G20-7028-32
Site URL	<a href="https://kcata.sharepoint.com/sites/FTP/pro/psds/default.aspx">https://kcata.sharepoint.com/sites/FTP/pro/psds/default.aspx</a>
Bidder email	<a href="mailto:Bid_G20-7028-32@kcata.org">Bid_G20-7028-32@kcata.org</a>
Bidder Password	-!UVG9AbGy (Dash - Exclamation - UNIFORM - VICTOR - GOLF - Nine - ALPHA - bravo - GOLF - yankee)
Contact Name	<a href="#">Tamika McDonald</a>
Email Address	<a href="mailto:TMcDonald@kcata.org">TMcDonald@kcata.org</a>
Phone Number	<a href="tel:816-346-0283">816-346-0283</a>

- C. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org) by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- D. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

**3.2 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 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 a NO DBE goal established for this project.** Certified DBE firms

are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MODOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at [www.modot.org/mrcc-directory](http://www.modot.org/mrcc-directory). MBE and WBE certifications from other agencies will not be considered.

Because this project is not federally funded, there is no DBE goal established. However, certified DBE, MBE, WBE and SBE firms are encouraged to submit proposals as prime or subcontractors.

- D. **DBE Certification.** DBE/SBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MODOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MODOT's website.

**SECTION 4.**  
**PROPOSAL SUBMISSION, EVALUATION AND AWARD**

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

**4.1 Proposal Format**

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

Tamika McDonald, Procurement Supervisor  
KCATA – Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108
- E. The outside of each package shall be clearly marked, "RFP #20-7028-32 Paratransit Scheduling and Dispatch Services"
- F. Proposals may be hand delivered via electronic submission.
- G. All hand deliveries must be made through KCATA's Shipping/Receiving Department. Please allow ample time to navigate through KCATA's secured entrance and parking areas.

**4.2 Volume I – Price Proposal**

- A. Proposers are asked to submit a Cost/Price Proposal (Attachment D) that details all costs associated with the purchase of software licenses, required annual maintenance and support

fees, implementation and completion of the services as described in Section 2, "Scope of Services." The Cost/Price Proposal shall include the following:

1. KCATA anticipates awarding a firm fixed price contract.
  2. Proposer must provide this information for all subconsultants proposed for this agreement at the time of submission deadline.
  3. The Price Proposal shall be submitted in a separate volume and labeled as such. No price information is to be included in the Technical Proposal.
- C. Proposer must provide this information for all subconsultants proposed for this Agreement at the time of submission deadline.
- D. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C).
- E. **The Price Proposal shall be submitted in a separate, sealed envelope and labeled as such. No price information is to be included in the Technical Proposal.**
- F. The 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 40 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 3 pages per individual)
- D. Each technical proposal should enable the evaluation committee to make a thorough evaluation

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

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

A. **Letter of Transmittal**

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

- a. Name of lead firm and all proposed team members, including all sub-consultants
  - b. List of key personnel that will be associated with this project
  - c. Proposed working relationship among firms identified (i.e., Prime, Sub-consultant)
  - d. Acknowledgement of Receipt of Addenda (if any)
  - e. A statement that the Principal in Charge and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without the prior approval of KCATA.
  - f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified
2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
  3. **Table of Contents.** Clearly identify the materials submitted by section and page number.
  4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
  5. **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 software implementation and delivery of dispatch services. Describe direct experience implementing similar projects with multiple stakeholders, meeting schedules, and budgets. 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-contractor.
- 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.
- e. Proposer must provide a minimum of three (3) contract references of similar work both for itself and each sub-contractor to enable KCATA to assess the quality of the Proposer's and sub-contractor performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contact:
  - 1) Name and address of contracting activity, state or local government agency or commercial customer;
  - 2) Contract type;
  - 3) Contract value;
  - 4) Brief description of services required under the contract, including performance location (s) and performance period;
  - 5) Name, telephone number, and email address of individual able to provide information about Proposer's past performance.

**6. Project Approach for Scheduling and Dispatch**

- a. This section should demonstrate the management approach to be followed and the management techniques required for implementation and control of the work. At minimum, address and include the operating plans and procedures, service start-up plan and detailed implementation schedule/timeline.
- 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. Software as a Service**

- a. This section should clearly detail/demonstrate the features and abilities of the software being proposed for this project. Please refer to the scope of services for key requirements and include references to them here. A software demonstration for the selection panel is a requirement of this RFP and selected bidders will be contacted by the KCATA procurement department for scheduling.



- b. Proposer should identify the requirements of any KCATA staff or resources required for the operation or implementation of this software.
- c. This section should also include a detailed startup, training and implementation schedule for said software.

8. **Exception and Omissions.**

- a. Exceptions.
  - 1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
  - 2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. Any exceptions must be resolved prior to notice of intent to award. The Proposers submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

9. Subcontractor Utilization Plan.

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

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

#### **4.4 Volume III – Contractual**

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. **Proposer Status and Affirmative Action**
1. All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure. online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
  2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
  3. Vendors must complete the online Vendor Registration Questionnaire.
  4. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
  5. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual**. One original is required of each.
    - a. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits

discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.

b. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.

c. Employee Eligibility Verification

1) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

2) The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.

3) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).

4) The Proposer shall obtain this affidavit from its subcontractors at all tiers.

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](mailto:mgay@kcata.org).

7. **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.

8. **Complete Proposal Documents**. To be submitted to the FTP site

#### 4.5 **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. **Project Approach for Scheduling and Dispatch Services**. KCATA evaluation committee will

consider, among other things, these items: **(30 points possible)**

- The approach to the Project Work aligns with KCATA's schedule, scope and overall requirements as stated in the RFP, with an emphasis on experience in run cuts and run cut efficiencies, scheduling and dispatch experience of proposed team, project plan and implementation schedule.
- The proposed team possesses successful, demonstrated experience in providing recommendations as required by this RFP. 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.
- Ability and experience in implementing government funded and regulated projects, with multiple stakeholders, (e.g. KCATA, The City of Kansas City, Missouri, Unified Government/Wyandotte County, City of Independence, Missouri neighborhood interest groups and individuals) and the ability to communicate effectively with all.

**B. Software (30 Points Possible)**

- A large emphasis for evaluation criteria will be placed on the abilities of the software, ease of use for the end user, ability to integrate and training/implementation schedule.
- Demonstration of the software should highlight the software requirements as stated in the RFP

**C. Cost/Price Proposal. (25 Points Possible)**

**D. Quality, Experience of Proposed Key Personnel.** Proposers should assume that these items may be considered: **(10 Points Possible)**

- 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 related experience in dealing with scheduling & dispatching services.
- Relevant experience in preparing and successfully providing similar services for transit agencies as exhibited by recent projects and references.

**E. Past Performance and Client References. (5 points Possible)**

KCATA anticipates that the Proposer will provide references for the Prime Proposer and its team of sub-consultants relating to its most recently completed software & dispatch transit projects 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  
PROPOSAL SUBMITTAL CHECKLIST  
DOCUMENT/FORM REQUIREMENTS**

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

[http://www.kcata.org/about\\_kcata/entries/vendor\\_forms](http://www.kcata.org/about_kcata/entries/vendor_forms)

Volume I: Cost Proposal:

- One (1) original copy clearly marked “Volume I – Price Proposal” (Attachment D).

Volume II: Technical Proposal:

- One (1) original copy clearly marked “Volume II – “Technical Proposal”

Volume III: Contractual (One set of originals):

- Attachment F Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment G-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment H Letter of Intent to Subcontract with DBE Firms (only for DBE 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)
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)
- Complete set of Proposal documents (Volumes I, II and III) in .pdf format submitted electronically

**ATTACHMENT B  
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 May 28, 2020, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Proposal").

**2. SCOPE OF CONTRACT.**

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

**3. TERM.**

The term of this contract agreement shall be for a period of \_\_\_\_ (\_\_) year(s) beginning \_\_\_\_\_, 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 (\$\_\_\_\_\_).

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

**5. ORDER OF PRECEDENCE**

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

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

**6. MISCELLANEOUS PROVISIONS.**

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

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

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

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

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

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

By \_\_\_\_\_  
Melissa Bynum, Secretary of the Board



**APPENDIX A  
CONTRACT TERMS AND CONDITIONS**

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

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

**6. CHANGES**

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

claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

## 7. CIVIL RIGHTS

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

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

**8. CONFLICTS OF INTEREST (ORGANIZATIONAL)**

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

**3. CONTINUITY OF SERVICES**

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase in-training and (2) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

**10. CONTRACTOR'S PERSONNEL**

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

**11. CONTRACTOR'S RESPONSIBILITY**

No advantage shall be taken by the Contractor or its 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.

**12. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise

directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.

- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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

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

### **14. 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.

### **15. 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.

### **16. INDEPENDENT CONTRACTOR**

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

### **17. 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.

**18. INSTALLATION**

If specified, the Contractor shall install and place in operation, subject to approval of KCATA, the equipment, at the Contractor's expense, within thirty (30) days from issuance of a notice to install issued by KCATA. If required, the Contractor shall assemble the equipment as part of the installation.

**19. INSURANCE**

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

policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

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

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

2. **Commercial General Liability:**

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

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

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

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

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

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

5. **Umbrella or Excess Liability**

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

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

6. **Pollution**

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

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

**20. 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.

## 21. 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.

## 22. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Lisa Womack, KCATA's Director of Mobility Services, at (816) 346-0808 or via e-mail at [lwomack@kcata.org](mailto:lwomack@kcata.org).
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Tamika McDonald, Procurement Supervisor  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108



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

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

**23. 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.

**24. 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.

## **25. 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.

## **26. 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.

## **27. REQUESTS FOR PAYMENT**

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org) with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount

is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. **Subcontractor Payments.**

1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the 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.

**28. 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.

**29. 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.

**30. 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.

### 31. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.
- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Acceptance of Services/Deliverables – No Release
    - ADA Access Requirements
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Contractor's Personnel
    - Contractor's Responsibility
    - Disadvantaged Business Enterprise (DBE)
    - Disclaimer of Federal Government Obligations or Liability
    - Dispute Resolution
    - Employee Eligibility Verification
    - Environmental Regulations
    - Federal Changes
    - Fraud and False or Fraudulent Statements or Related Acts
    - Governing Law: Choice of Judicial Forum
    - Headings
    - Incorporation of FTA Terms
    - Independent Contractor
    - Inspection of Services
    - Insurance
    - Liability and Indemnification
    - Licensing, Laws and Regulations
    - Notification and Communication
    - Ownership, Identification, and Confidentiality of Work

Patents and Rights in Data and Copyrights  
Privacy Act Requirements  
Prohibited Interests  
Prohibited Weapons and Materials  
Record Retention and Access  
Requests for Payment  
Right to Offset  
Seat Belt Use Policy  
Severability  
Subcontractors  
Suspension of Work  
Taxpayer Identification Number (TIN)  
Termination  
Texting While Driving and Distracted Driving  
Unavoidable Delays  
General Provisions

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

**32. 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.

**33. 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 \_\_\_\_\_.

**34. 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.

### 35. 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.

### 36. UNAVOIDABLE DELAYS

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

**36. WARRANTY; WARRANTY OF TITLE**

- A. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.
- B. The Contractor warrants to KCATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.
- C. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.
- D. Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

**37. GENERAL PROVISIONS**

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives

in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.

- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

### 38. FTA REQUIRED CLAUSES

#### A. Disadvantaged Business Enterprise (DBE).

1. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
  - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
  - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
  - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
  - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
  - e. Help remove barriers to the participation of DBE's in DOT assisted contracts;
  - f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
  - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall*



*goal for DBE participation is 15 percent. A separate contract goal of fifteen percent (15%) has been established for this procurement.*

3. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
  
4. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
  - a. Good Cause. Good cause includes the following circumstances:
    - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
    - 2) The listed DBE subcontractor fails or refuses to perform the work to its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
      1. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
      2. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
      3. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
      4. The DBE subcontractor is not a responsible contractor; or
      5. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
      6. The listed DBE is ineligible to receive DBE credit for the type of work required;
      7. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
      8. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

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

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

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

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

**ATTACHMENT C**  
**KCATA'S TRAVEL POLICY FOR CONTRACTORS**

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

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures.

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 D  
COST/PRICE PROPOSAL  
RFP #G20-7028-32 PARATRANSIT SCHEDULING & DISPATCH 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.*

<b>KCATA SCHEDULING &amp; DISPATCH SERVICE</b>		
<b>CONTRACT TERM</b>	<b>MONTHLY SERVICE FEE</b>	<b>TOTAL AMOUNT*</b>
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
<b>TOTAL FOR BASE CONTRACT</b>		
Option Year 1	\$	\$
Option Year 2	\$	\$
<b>TOTAL FOR OPTION YEARS</b>		
<b>CONTRACT TOTAL INCLUDING OPTIONS</b>		\$

- **Total amount based on monthly service fee x12 for each contract term**

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

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

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

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Email Address \_\_\_\_\_

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

**ATTACHMENT E**  
**AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

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

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

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

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

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

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

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

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

\_\_\_\_\_

Affiant's Signature

\_\_\_\_\_

Date

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

\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Date

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

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

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

**A. RACIAL/ETHNIC**

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

**B. JOB CATEGORIES**

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

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

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

Job Categories	Number of Employees (Report employees in only one category)														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 G-1  
AFFIDAVIT OF PRIMARY PARTICIPANTS  
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.  
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

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

agreement with \_\_\_\_\_ (“DBE Subcontractor”), who will

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature: Prime Contractor

\_\_\_\_\_  
Signature: DBE Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**

**Project #** \_\_\_\_\_ **Description:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Form must be submitted for each prospective offeror and submitted with proposal*

<b>PRIME CONTRACTOR</b>					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
<b>PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE &amp; NON-DBE</b>					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ \_\_\_\_\_

TOTAL CONTRACT VALUE OF WORK  
(FROM BID FORM) \$ \_\_\_\_\_

TOTAL DBE PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DBE PARTICIPATION \_\_\_\_\_%

***THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.***

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

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