



REQUEST FOR PROPOSALS (RFP) #F21-7037-30A

PARATRANSIT SCHEDULING SOFTWARE AND RESERVATION SERVICES
FOR JOHNSON COUNTY TRANSIT (JOHNSON COUNTY, KANSAS)

Date: September 21, 2021

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September 21, 2021

REQUEST FOR PROPOSALS (RFP) #F20-7048-30A

PARATRANSIT SCHEDULING SOFTWARE AND RESERVATION SERVICES
FOR JOHNSON COUNTY TRANSIT (JOHNSON COUNTY, KANSAS)

Kansas City Area Transportation Authority (KCATA) is issuing this Request for Proposals (RFP) on behalf of Johnson County, Kansas, and Johnson County Transit. For this document, KCATA shall be interchangeable with "County," "Johnson County," "Johnson County Transit," and "JCT."

On behalf of Johnson County Transit (JCT), a department of Johnson County (Kansas) Government, the Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms interested in providing paratransit scheduling software and paratransit scheduling services for the following transit services:

- **Ride KC Freedom Johnson County:** Transportation for elderly residents over age 60, and for disabled residents ages 13 to 59, individuals meeting low-income criteria, and other specially designated residents of Johnson County, Kansas.
- **Johnson County Sheltered Workshop Programs**
- **Supplemental Taxi Services:** Outside taxi service that augments RideKC Freedom service.

The operational contractor(s) providing these services will be responsible for their own dispatch services.

Firms may submit proposals on the separate elements of this RFP:

- Scheduling Software Only; or
- Scheduling Services Only; or
- Scheduling Software Including Scheduling Services

Proposed software solutions must be compatible with all current regional technology initiatives, including providing GTFS static and real time feeds, integration with the Transit App, real-time arrive integration – including wayside signage, automated passenger counting – including real time vehicle load reporting, and detailed ridership reporting for regional reporting needs.

The successful Contractor(s) can/will operate from the county owned facility located at 1701 West 56 Highway, Olathe, Kansas, 66061. Contractor personnel are not to be construed as County employees and will be on the premises strictly due to the fulfillment of contractual obligations as outlined in this RFP.

The County anticipates awarding a three-year contract with two (2), two-year extension options to the successful Proposer beginning January 1, 2021.

Pre-Proposal Conference. A pre-proposal conference and tour of the JCT facility will be held on **September 28, 2021, at 10:00 a.m. CT.** Although attendance at this conference is not required, those firms interested in proposing to the RFP are encouraged to attend. Proposers that cannot attend in person may participate via Microsoft Teams and request an alternate tour date. All on-site visitors will be required to follow CDC safety guidelines and Kansas

Executive Orders regarding COVID-19. Visitors must wear a mask and social distance. See Section 1, "Proposal Schedule" for details.

Disadvantaged Business Enterprise (DBE) Participation. This project is funded by Federal Transportation Administration (FTA) grants. **There is no DBE goal established for this project.** However, certified DBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. Firms must be certified as a DBE by Kansas Department of Transportation. The link to KDOT's DBE Directory is <https://kdotapp.ksdot.org/dbcontractorlist/>. Firms may also be certified as a DBE through 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>. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email to Denise Adams, Manager of Procurement, at dadams@kcata.org. Questions and requests for clarifications will be received until **10:00 a.m. CT on October 4, 2021**. If required, KCATA's response to these submissions will be issued via addendum.

Proposal Submissions:

1. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on October 21, 2021**.

2. Proposals shall be submitted electronically through a secure FTP site as follows:

Site URL: <https://kcata.sharepoint.com/sites/FTP/pro/jpsss/SitePages/Home.aspx>

Bidder Email: Bid_F21-7037-30A@kcata.org (Bid_F21-7037-30A@kcata.org)

Password: **y23zDz&7KB** (yankee - Two - Three - zulu - DELTA - zulu - Ampersand - Seven - KILO - BRAVO)

- This site is not compatible with Firefox or Safari.
- You may click on the hyperlink for the Site URL, but you must type in the "Bidder Email" (not your own) including underscore -- you cannot cut and paste.
- The Password consists of the **highlighted** characters only.

3. Proposals received after the time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered.

4. 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/Johnson County 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.

5. 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 and Johnson County Transit.

6. 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 Johnson County, Kansas Board of County Commissioners. A three-year contract term with two, two-year extension options is anticipated for award to the selected and approved Consultant if negotiations are successful.

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

Kristen Emmendorfer, Director of Procurement
Kansas City Area Transportation Authority

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NO PROPOSAL REPLY FORM

RFP #F21-7037-30A

**JOHNSON COUNTY TRANSIT
SCHEDULING SOFTWARE AND SCHEDULING SERVICE PROVIDER**

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Denise Adams, KCATA's Procurement Department via email at dadams@kcata.org or via facsimile at (816) 346-0336.

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

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

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

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

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

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

- ___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and IssuedSeptember 21, 2021

Pre-Proposal ConferenceSeptember 28, 2021
10:00 a.m.

Murray Nolte Transit Center
1701 West 56 Highway
Olathe, KS 66061

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

[Learn More](#) | [Meeting options](#)

Deadline for On-Site Facility Tour October 1, 2021

Proposers that are unable to attend the Pre-Proposal Conference in person may request a tour of the facility. Tour is available by appointment only, 9:00 a.m. to 4:00 p.m. – Monday through Friday. Contact Denise Adams at (913) 244-7239 or via email at dadams@kcata.org.

Questions, Comments and Requests for Clarifications Due to KCATA October 4, 2021
10:00 a.m.

KCATA’s Response to Questions, Comments and Requests for Clarification October 12, 2021

RFP Closing October 21, 2021
2:00 p.m.

Interviews (Tentative and as Required) November 3-5, 2021

Contract AwardDecember 2021

**** All times are Central Time ****

SECTION 2 SCOPE OF SERVICES

2.1 INTRODUCTION

- A. Johnson County Transit (JCT), a department of Johnson County Government, is seeking proposals from firms qualified to provide paratransit scheduling software and paratransit scheduling services for the following services (can be bid together or separately):
- **Ride KC Freedom Johnson County:** Transportation for elderly residents over age 65, and for disabled residents ages 13 to 64, individuals meeting low-income criteria, and other specially designated residents of Johnson County, Kansas.
 - **Johnson County Sheltered Workshop Programs:** There are currently 2 programs that Johnson County has partnered with to provide transportation through our services. They are **SWIFT** and **Project Search**. Both programs are for persons with disabilities. Eligibility is determined on the program's end and reservations, scheduling, routing, and dispatch works through the RideKC Freedom system, but both are run separately.
 - **Supplemental Taxi Services:** Outside taxi service that augments RideKC Freedom service.
- B. The awardee of this proposal will not be responsible for operational dispatching.
- C. Firms may submit proposals on the separate elements of this RFP:
- Scheduling Software Only; or
 - Scheduling Services Only; or
 - Scheduling Software Including Scheduling Services
- D. Proposed software solutions must be compatible with all current regional technology initiatives, including providing GTFS static and real time feeds, integration with the Transit App, real-time arrive integration – including wayside signage, automated passenger counting – including real time vehicle load reporting, and detailed ridership reporting for regional reporting needs.
- E. The successful Scheduling Services Contractor can/will operate from the county owned facility located at 1701 West 56 Highway, Olathe, Kansas, 66061. Contractor personnel are not to be construed as County employees and will be on the premises strictly due to the fulfillment of contractual obligations as outlined in this RFP.
- F. KCATA reserves the right to add, reduce or modify associated services within the contract. KCATA shall work closely with and coordinate required service additions, reductions, or modifications with the contracting parties within the contract period.
- G. Respondents to this RFP must be capable of providing the services described herein, which include the ability to provide a robust scheduling software solution that meets or exceeds Johnson County Transit's needs, and have experience providing scheduling services for transportation industry providers.

H. Description of Johnson County Paratransit Services

1. RideKC Freedom in Johnson County ("Freedom")

- a. Freedom currently operates a total of twenty-one (21) routes (some 'routes' are very similar day-to-day, while others vary depending on the riders and trip origination/destination) per day. Current operations are approximately 138 hours per day.
- b. Freedom services will be provided on weekdays (Monday through Friday), **excluding the following legal county holidays:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Service operates from approximately 6:00 a.m. to approximately 6:00 p.m. with the first pickup of the day no earlier than 5:45 a.m. and the last scheduled pickup no later than 6:15 p.m. The last trip should be dropped off no later than 7:00 p.m.
- c. Eligibility. RideKC Freedom in Johnson County provides affordable curb-to-curb service for Johnson County residents who are sixty (65) years of age or older **or** have a documented disability **or** are within established low-income guidelines and children ages thirteen (13) to eighteen (18), with a documented disability. If a rider is disabled and less than sixty-four (64) years of age, or if an aide is required to travel, a physician's "Proof of Disability" statement must accompany the registration form. JCT does not discriminate based on race, sex, religion, national origin, or disability status. KCATA will process all applications for Freedom participants.
- d. Freedom Premium Reservation Services. Freedom Premium Reservation Service is a component of RideKC Freedom in Johnson County. Riders enrolled in Freedom Premium Reservation Service make reservations on a monthly basis. The service currently has a waiting list. Freedom Premium Reservation Service riders pay a slightly higher fare (\$1.00 additional per ride) and are billed monthly by JCT. There are currently approximately seventy-one (71) riders utilizing the Freedom Premium Reservation Service. These trips are "anchored" into the system for these rides/riders.

2. SWIFT and Project Search

The eligibility for these 2 programs is already predetermined at the program level. The reservations are scheduled by designated county or program personnel, who work with the RideKC reservations contractor to develop routes that are within the parameters of our scheduling protocols. In addition to this, the awardee will be expected to maintain open communication regarding scheduling issues or concerns with the program personnel, and attend regularly scheduled meetings (arranged by the KCATA and/or the County Liaison).

3. 2021 Freedom Service Level Demand

2021	Jan	Feb	Mar	Apr	May
Average Number of Trips/Day	154	153	182	225	212
Average Number of Scheduled Trips/Day	157	169	186	213	222
Average Trip Distance (miles)	5	11.4	10.2	9.6	6.3
Average Number of Vehicle Miles/Day	765	1750	1864	2168	1332
Total One-Way Trips/Year	2926	5986	10172	15122	19362

Trip Volume History

2019	Freedom	Swift	Supplemental
Trips	23882	31791	38246
2020			
Trips	16725	9352	20238
2021			
Trips	6208	2396	8215
as of April 30, 2021			

2020 and 2021 Reservations Phone Stats*

	Calls Presented			Calls Presented
Jan-20	unknown		Jan-21	1660
Feb-20	unknown		Feb-21	1253
Mar-20	unknown		Mar-21	1291
Apr-20	unknown		Apr-21	unknown
May-20	938		May-21	unknown
Jun-20	1456		Jun-21	unknown
Jul-20	1656		Jul-21	2266 **
Aug-20	1710		Aug-21	3138 **
Sep-20	1779		Sep-21	
Oct-20	1817		Oct-21	
Nov-20	1643		Nov-21	
Dec-20	1654		Dec-21	

**Due to system upgrades and other factors outside of the county's IT department's control, there are months that we are unable to retrieve figures for. There are no records available prior to May of 2020*

***The increased numbers have a few factors – service staffing levels are an issue so customers are experiencing more wait times than usual, resulting in more calls, and there is a slight uptick in trip volume in the summer months with programming.*

4. Scheduling and Service Details.

- a. Riders must schedule trips by calling the scheduling service provider between 8:00 a.m. and 5:00 p.m. Monday through Friday. RideKC in Johnson County - Freedom rides are based on a first come, first-served basis, with the exception of RideKC in Johnson County - Freedom Premium Reservation Service riders. Riders should request rides at least 48 hours (two (2) business days) in advance or up to a maximum of seven (7) days in advance. The Contractor shall make a good-faith effort to accommodate all trip requests made within RideKC in Johnson County - Freedom boundary, even if the request is made with less than 48-hour notice.
- b. The scheduling contractor shall plan, schedule, and publish a manifest of Freedom trips to be provided by the RideKC in Johnson County Freedom service provider. These manifests will be provided to the service provider no later than 8:00 a.m. the business day before.
- c. Return trips from medical appointments can be scheduled on a will-call basis subject to the 6:00 a.m. to 6:00 p.m. operating schedule. The Contractor shall pick up riders on their "will-call" return trips within sixty (60) minutes for trips within Johnson County. All other trips must be scheduled in advance.
- d. RideKC in Johnson County - Freedom trips are scheduled with a 30-minute window. This means that the rider may be picked up fifteen (15) minutes before or fifteen (15) minutes after their scheduled pickup time for a total window of thirty (30) minutes. All rides may be shared, so there may be more than one (1) person on a vehicle for a trip. Ridesharing is encouraged for scheduling and routing efficiencies and to meet the ever-increasing demand for the service. Each person must have a valid I.D. card and pay the appropriate fare at the time of boarding. If the rider is confined to a wheelchair, he/she must state this when scheduling the ride. There is no third-party billing. Riders may purchase multi-ride tickets from the drivers or from Johnson County Transit.
- e. Freedom riders, who must cancel their ride reservations, must do so at least two (2) hours in advance. Riders who do not cancel unwanted trips or who do so less than two (2) hours prior to the scheduled pickup time will be charged for that trip and will receive notification that they have violated the County's Late Cancellation/No Show policy. The Contractor is responsible for notifying riders of their violation and the fee assessed for the violation within two (2) days of the violation. In the event riders do not pay the violation to the Contractor within thirty (30) days of notification, the riders will be sent a final letter by the Contractor, notifying them that they will be temporarily suspended from the system. Patrons that are to be temporarily suspended must be approved by the KCATA managing contact. When suspended, riders will not be allowed to schedule future rides. However, rides scheduled prior to the suspension will be completed. Already scheduled rides will not be canceled. All suspensions are subject to appeal.
- f. ***Currently, there are approximately 1,800 approved patrons of RideKC in Johnson County - Freedom.***
- g. **Supplemental Taxi Services** are provided by a Contractor to augment the overflow of Freedom trip requests. The Contractor's service hours will mirror Freedom's service hours.

2.2 PARATRANSIT SCHEDULING SOFTWARE - SCOPE OF SERVICES

- A. As a package or stand-alone part of this proposal, we are seeking a paratransit scheduling software solution. This solution must be hosted by the bidder, hosted by a cloud services provider, or provided as a Software as a Service (SaaS) and delivered to the end users – including KCATA staff and other contracted staff – as a web based or similar solution.
- B. Proposed software solutions must be compatible with all current regional technology initiatives, including providing GTFS static and real time feeds, integration with the Transit App, real-time arrive integration – including wayside signage, automated passenger counting – including real time vehicle load reporting, and detailed ridership reporting for regional reporting needs.
- C. Finalist bidders will be required to demonstrate the full functions 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 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
 - On Time Performance (OTP), productivity and full ridership information
 - Calculate drive time and mileage; visually display vehicles and route
 - The ability to track driver performance metrics
 - Include anti-virus and applicable firewall software and hardware.
- D. **Software Technical Requirements**
1. 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

2. 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

3. 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

4. Distance Computations

- Capable of using street level GIS data to determine driving length and duration during scheduling process
- Identify one-way streets and traffic conditions

5. 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 into the system)
- Process both individual and standing trip orders, and will calls, without the need for a lengthy manual process
- Permits 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, personal care attendant (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 thirty (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 advanced reservations, standing orders, trip reservation editing, suspended service, personal care attendants (and also guests or 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

6. Scheduling

- Perform fully automated scheduling, in batch mode or with individual trips. Provide web-based tools to manage OTP, no-shows, cancellations, late trips, etc. Automatically send updates and alerts to 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 (1) 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

7. 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
8. Cloud hosting – ideally the system will be secure, reputable platform, fully functional with both Windows and macOS operating systems.
9. 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.
10. System Parameters – capable of user specified settings that govern the scheduling process (average dwell time, speed, load times, etc.).
11. 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 sixty (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 sorted in a larger database. The database shall retain and allow access to historical data for at least 5 years, from the date of upload.
12. Data Collection and Reporting
- 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, OTP, monthly trip summaries, ridership totals, etc.)
 - Contractor shall provide KCATA copies of all data in a format/manner that KCATA requires, in a timely manner and at no charge
13. Sample reports (examples only, not limited to):
- Projected and Actual Productivity
 - Projected and Actual On-Time Performance
 - Projected and Actual Long on-board times
 - Length of trip miles versus rider on-board times
 - Projected and actual slack time in schedules

- Projected and actual cost of service
- Projected and actual trips scheduled late
- Projected and actual trip overbooking
- Routes with excessive dwell time
- Tight schedules
- Missing driver lunch/break times
- Real-time trip data that indicated discrepancies based on GPS data
- Inaccuracies in reporting scheduled versus actual revenue hours
- GPS based quality 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
- 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)
- 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.

14. Hardware

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

15. Mobile Data Terminals/AVL Functionality

- Proposer must provide demonstrated documentation of successful implementation 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 is provided on the Service Stats attachment. Use of existing hardware must be specifically identified in the RFP response.

16. 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

17. 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. Proposer should state if training is on-site or available via electronically.
- 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 of 6:00 a.m. to 6:00 p.m.
 - 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 (5) years (at a minimum) after implementation. Product upgrades, new releases, patches, etc. after the first five (5) years should be included as alternates in the bid proposal.
- Advance notices for any planned upgrades or for periodic maintenance must be provided to the KCATA Project Manager and must be performed outside Johnson County's normal business hours.

18. User Groups/Newsletters/Technical Bulletins - Upon award, the vendor shall provide KCATA with all product newsletters, announcements, bulletins, or other technical matter material concerning the software products offered.

19. 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.

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

21. Licenses - As applicable, contractor shall provide all licenses associated with the usage and installation of the software, including all software installed on the server "hosts," "virtual machines (VMs)," and "client" computers, such as desktops, tablets, smartphones, and mobile devices. This responsibility includes all licenses for the VM operating system (OS), such as Linux or Microsoft Windows, SQL, and respective client Access Licenses (CALs) for both, including licenses for running in a VMware clustered environment where VMs move between hosts as needed for maintenance and disaster prevention/recovery.

22. 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 o 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.

23. 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

E. **Incentives and Disincentives**

1. 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.
2. Performance incentives and penalties that shall apply:
 - On-Time Performance: KCATA's goal is for 95% (ninety-five percent) of all pickups to be on-time and 95% (ninety-five percent) 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 fifteen (15) minutes before to fifteen (15) minutes after the times negotiated and stated to customers. Early pickups (more than fifteen (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 if 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.

2.3 PARATRANSIT RESERVATIONS AND SCHEDULING SERVICES SCOPE OF SERVICE

- A. This portion of the RFP will cover the reservations/scheduling requirements. The contractor will provide full reservations and scheduling services for the RideKC Freedom program services within the Johnson County service area.
- B. First Transit and WHC are currently providing the vehicles and drivers. However, a Request for Proposals has been issued for this transit service and new contract is expected to be in place by January 1, 2022. This may be awarded to multiple contractors. All internal driver support (outside of trip operations) is currently provided by the service provider, including window dispatch from base.
- C. The current scheduling vendor is MTM, Inc. and the current software is also a MTM solution, formerly Reveal Management Solutions (RMS).
- D. **Staffing**
 - The contractor is responsible for hiring, training, and supervising an adequate number of staff to perform the scheduling duties. Hours of service operation are from 6:00 a.m. (with the first pickup no earlier than 5:45 a.m.) to 6:00 p.m. (or until the last customer has been delivered to their final destination), and last vehicle has completed its route. The scheduling contractor is expected to be onsite for the first pull out of service, until the last customer is returned home, and driver back to base.
 - The contractor shall appoint a Project Manager (or general manager), working on-site with schedulers, 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.

E. 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 daily 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 p.m. 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 services; including, “Where’s my ride calls”, Monday-Friday from 6:00 a.m. to 6:00 p.m., or until the last trip is performed completely Monday – Friday.
- 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.

F. **Service Operations**

1. 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 not work more than one (1), 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 5:00 p.m. 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 (1) 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

G. **Scheduling**

1. The reservations line is currently staffed by a contractor, Monday through Friday, from 8:00am to 5:00pm (reservations are taken until 4:45pm). Trip reservations shall be accepted from fourteen (14) days in advance until 4:45p.m. 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.

2. Trip Coordinator staff shall take and schedule new trip requests and make changes to existing reservations (changes in reservations and trip cancellations) placed one (1) 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/Where's My Ride line. 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 and make necessary transfers to that department.
3. Please note, there is the possibility of a future requirement for Johnson County to provide ADA paratransit service. We would like the proposer to be prepared to comment in their response, on their ability to scale up (and possibly assist in the planning) for this event.
4. 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
5. 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 (7) 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.).

H. **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.

I. **Data Collection and Reporting**

1. 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 trip 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

J. **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)

K. **Billing and Payment**

1. 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 (1) copy to KCATA's Procurement Department.
2. 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.
3. 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.
4. The Contractor's invoice shall be submitted by the 5th 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
6. 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 thirty (30) days and shall be included in the subsequent month's payment to the Contractor.
7. 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.

L. **Accounting Records**

1. 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.
2. 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.

M. **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.

N. **Training Requirements**

1. 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.
2. 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.

O. **Personnel Policies**

1. The Contractor must have in effect personnel policies that conform 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

P. Drug and Alcohol Testing

1. 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.
2. 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.

Q. Drug-Free and Smoke-Free Workplace

1. The Contractor shall maintain a drug-free workplace and shall develop a drug-free workplace program.
2. KCATA also promotes a policy of a smoke-free workplace. The Contractor shall not permit smoking within any facilities provided under this Contract.

R. 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.

2.4 PRICING

- A. **The required Price Proposal form is provided as Attachment C** that includes all costs associated with the purchase of software licenses, required annual maintenance and support fees, implementation, and completion of the services as described in this Scope of Services.
- B. Additionally, proposed pricing shall be submitted for a 10% and 20% expansion, and a 10% and 20% reduction in services should that occur in the future.
- C. Pricing for each two-year option, if exercised, will be increased or decreased in an amount not to exceed the change in the Consumer Price Index (CPI) for All Consumers for Intra-City Public Transportation, U.S. City Average, unless additional service hours are implemented.

2.5 INSURANCE REQUIREMENTS

A. Contractor shall carry and maintain in force for the duration of the Contract and for the Statute of Limitations, insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the **minimum** types and limits as set forth below:

1. **Technology Errors and Omissions Liability, including Copyright Infringement**

\$2,000,000 per claim and aggregate

2. **Data Privacy and Security (Cyber) Liability**

\$2,000,000 per occurrence/claim and aggregate

If the Cyber Liability is included in the Technology Errors and Omissions policy, the total limit of that policy must be \$4,000,000 per claim and aggregate.

As to the above insurance that is written on a Claims Made policy form, Contractor shall always, including without limitation, after the expiration or termination of this Agreement for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Agreement (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement ("tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose. The only coverage that is allowed to be written on other than an Occurrence policy form are stated in items 1 and 2 above. All other required insurance must be written on an Occurrence policy form.

3. **Commercial General Liability:**

- a. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
- b. \$2,000,000 annual aggregate per project or location

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability, Garage Liability, and Independent Contractor's Protection.

4. **Workers' Compensation and Employer's Liability:**

- a. Kansas Statutory Workers' Compensation including an all-states endorsement
- b. Employer's Liability (E.L. and Disease):

- Bodily Injury by Accident \$500,000 Each Accident:
- Bodily Injury by Disease \$500,000 Policy Limit
- Bodily Injury by Disease \$500,000 Each Employee

5. **Umbrella Liability:**

\$5,000,000 per occurrence and aggregate

- B. The Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agencies, and employees and KCATA shall be named as Additional Insured under the Commercial General Liability policy on a primary and non-contributory basis. The Additional Insured requirement does not create a partnership or joint venture between the County, KCATA, and Contractor under this Contract.
- C. Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Kansas City Area Transportation Authority
Attention: Risk Manager
1200 East 18th Street
Kansas City, MO 64108

- D. A brief description of the services to be performed, the RFP number, and the required Additional Insured language shall be stated on the Certificate(s) of Insurance in the Description of Operations. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.
- E. It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents, and employees and KCATA shall apply in excess of and not contributory with any insurance and self-insurance maintained by Contractor.

**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 “Offeror” are also used interchangeably.
- B. Kansas City Area Transportation Authority (KCATA) is issuing this Request for Proposals (RFP) on behalf of Johnson County, Kansas, and Johnson County Transit. KCATA shall be interchangeable with “County,” “Johnson County,” “Johnson County Transit,” and “JCT.”
- C. **Interested firms may submit proposals until 2:00 p.m. on October 21, 2021.** Proposals received after the time specified may not be considered for award.
- D. Proposals may be submitted electronically through a secure FTP site. The information for submitting these documents is:

Site URL: <https://kcata.sharepoint.com/sites/FTP/pro/jpsss/SitePages/Home.aspx>

Bidder Email: Bid_F21-7037-30A@kcata.org (Bid_F21-7037-30A@kcata.org)

Password: **y23zDz&7KB** (yankee - Two - Three - zulu - DELTA - zulu - Ampersand - Seven - KILO - BRAVO)

- This site is not compatible with Firefox or Safari.
 - You may click on the hyperlink for the Site URL, but you must type in the “Bidder Email” (not your own) including underscore -- you cannot cut and paste.
 - The Password consists of the **highlighted** characters only.
- E. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered.
- F. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Denise Adams, KCATA Manager of Procurement, at dadams@kcata.org by the indicated deadline. **The subject line of electronic communications must reference the RFP number.**
- G. 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 Johnson County’s Board of County Commissioners, KCATA’s Board of Commissioners or any employee of Johnson County or KCATA (excluding KCATA Procurement staff) during the period beginning on the date of proposal issuance and ending on the date of the selection of a Contractor. Any such contact will be grounds for disqualification of the Proposer.
- H. **Tax Exempt.** Johnson County and its agencies are exempt from state and local sales tax by K.S.A. 79-

3606. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Kansas.

- I. **Safety.** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.
- J. Submitting a proposal constitutes a firm offer for one hundred twenty (120) days from the closing date.
- K. KCATA are 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.
- L. **Customer and Public Communications.**
 - 1. KCATA and/or Johnson County are responsible for all media contacts, marketing, and preparing any public information regarding these services. The Contractor shall not communicate with print, television, radio, electronic or any other type of media about any aspect of the services in this RFP without prior, express written approval of KCATA. All inquiries from the press, agencies, entities, groups, and the public are to be directed to KCATA. Failure to comply with this requirement may result in the removal of culpable individual(s) from the project.
 - 2. Proposers must obtain prior written approval from Johnson County for use of information relating to Johnson County or this agreement in their advertisements, brochures, promotional materials, or other informational avenues.

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 Johnson County, Kansas/Johnson County Transit.
- 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 Kansas.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.4 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 (1) 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 (1) 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 Kansas Open Records Act (K.S.A. 45-215 through 45-223) or the Missouri Sunshine Law (Section 610 of the Revised Statutes of Missouri), the KCATA will notify the Proposers of the request and the Proposers 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 Kansas or Missouri laws. The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

3.10 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- A. It is the policy of KCATA, Johnson County Transit and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's) and Small Business Enterprises (SBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 2. Create a level playing field on which DBE's/SBE's can compete fairly for DOT-assisted contracts;
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. **DBE Goal**
1. 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.
 2. **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 the Kansas Department of Transportation (KDOT). A list of certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>.

3. Firms may also be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA or by Kansas Department of Transportation (KDOT). A list of certified firms may be found at www.modot.org/mrcc-directory.
4. MBE and WBE certifications from other agencies will not be considered.

D. DBE Certification

1. 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 in their home state and may subsequently apply for inter-state certification.*
2. Kansas based firms are certified in a state-wide program administered by the Kansas Department of Commerce at <https://www.kansascommerce.gov/programs-services/minority-women-business-development/kansas-statewide-certification-program/sas>.
3. Missouri based 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.
4. For more information about DBE certification, and to become certified with the Missouri Regional Certification Committee, please contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

E. DBE Participation Credit. DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

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

1. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program.
2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
3. Subcontractor participation with a lower tier DBE subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. **NO CREDIT**, however, will be given for the following:

- a. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
- b. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
- c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
- d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

F. **Good Faith Efforts.** Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

1. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 - a. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. Negotiating in good faith with interested DBEs.
2. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
3. A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities

as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

G. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation.** Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

1. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
2. **Good Cause** - Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or

refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or

- c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 4. The Prime Contractor must give the DBE five (5) days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 INTRODUCTION

- A. 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.
- B. Proposer covenants that at the time of the submission of the proposal, Proposer has no other contractual relationships which would create any actual or perceived conflict of interest. Proposer further agrees that during the term of this contract neither Proposer nor any of its employees shall acquire any other contractual relationships which create such a conflict.

4.2 PROPOSAL SUBMISSION

- A. Proposals must be received with all required submittals as stated in the RFP **no later than 2:00 p.m. CDT on October 21, 2021.**
- B. Proposals mUST be submitted through a secure FTP site (See Section 3).

4.3 PROPOSAL FORMAT

- A. All documents of Volumes I and II shall be submitted in .PDF format and labeled with the Proposer's identity, Volume Number and Volume Title.
- B. Volumes shall be labeled as follows.
 - 1. **Volume I: Cost Proposal**
 - 2. **Volume II - Technical Proposal**
 - 3. **Volume III – Contractual Documents**

4.4 VOLUME I – COST PROPOSAL

- A. Proposers are asked to submit a Price Proposal (Attachment C) that includes all costs associated with the provision of the services as described in Section 2, "Scope of Services."
- B. The prices 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.
- C. The Price Proposal(s) shall be submitted in a separate PDF and labeled to clearly identify the applicable service package. Proposals may be combined if submitted on more than one (1) or a combined service package. **No price information is to be included in the Technical Proposal.**

- D. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

4.5 VOLUME II - TECHNICAL PROPOSAL

- A. Proposers should tailor their submittals to reflect the services they are interested in performing. The proposals should clearly identify the type of services to be performed and address each section of the Scope of Services pertaining to those services:
1. Scheduling Software Provider; or
 2. Scheduling Services Provider, or
 3. Combined Scheduling Software and Services Provider.

If submitting a proposal for both services, only one Technical Proposal is required as long as the details on how each of the components will be managed.

- B. 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 40 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.
- C. One (1) page is defined as one (1) side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).
- D. The following are excluded from the page count:
- Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional Lists of References
 - Resume and background information (please do not include any more than three (3) pages per individual) including lists of employee certifications
 - Training Manuals, etc.
- E. 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.
- F. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. **Letter of Transmittal.** The letter should be addressed to Denise Adams, KCATA Manager of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
 - b. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services as specified.
 - c. A statement that the Project Manager and the key Individuals identified in the Proposal will be available and committed to the contract for its duration and neither the project manager nor key personnel may be removed or replaced without the prior notification to and approval of KCATA.
 - d. Identification of parent or affiliated offices that will be available and/or necessary in successfully performing the services specified in this contract.
 - e. State whether the firm is licensed to do business in the state of Kansas or is prepared to become licensed prior to contract award.
 - f. Acknowledgement of Receipt of Addenda (if any).
2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
3. **Table of Contents.** Clearly identify the materials submitted by section and page number.
4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
5. **Experience and Qualifications of Firm**
 - a. This section should demonstrate the Proposer's experience in providing transportation scheduling software and/or scheduling services as identified in this RFP. Describe the direct experience administering and operating the service under ADA and FTA guidelines. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
 - b. Proposer must provide a minimum of three (3) contract references of similar work performed over the past five (5) years for both itself and each proposed subcontractor to enable KCATA to access the quality of the Proposer's software, employees, and subcontractor performance. The referenced contracts shall be similar in scope, magnitude, and complexity to that contemplated in this RFP. For joint ventures or partnerships, name the other individuals or companies and indicate who was the

sponsoring individual or company. **Three (3) references must be provided for each subcontractor under this proposal.** Each reference should include the following:

- Name and address of reference, including telephone number and email addresses of contract liaisons
- Contract type
- Brief description of services required, including performance location(s) and performance period
- If terminated, the reason for termination

c. Litigation and Complaints. Provide details for the past five (5) years of any litigation the Proposer, any officer or partner of the firm has been involved in service and software performance.

6. Key Personnel Experience and Qualifications

- a. This section should demonstrate the direct experience, skills and qualifications of the Proposer's Project Manager and other key personnel in providing scheduling services as described, and in meeting client goals, objectives, and schedules.
- c. Provide resumes for the proposed project manager and other key personnel and discuss the unique qualifications these individuals bring to the project.
- d. Provide the average experience of Proposer's employees (in years) in scheduling the passenger transportation services that will be associated with this project.

7. Project Approach for Scheduling

- 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.

8. 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.

f. Subcontractor Utilization Plan.

1) Subcontractors (not including contract employees) 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 (if required), and certifications of key personnel that will be involved in this project

2) 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."

10. **Exception and Omissions.**

a. Exceptions.

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

2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. **Any exceptions to the Terms and Conditions must be provided in the Proposal documents.** The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted. *FTA required clauses may not be altered.*

b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically

mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

4.6 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) most recent years of 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/Johnson County Transit 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. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA’s Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.
- D. **Forms Due with Proposals (Attachments D through I).**
1. 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. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.

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

3. Debarment

1. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."

2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

4. Lobbying

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.

2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

5. Federal Tax Liability and Recent Felony Convictions

1. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:
 - a. are delinquent in paying any federal tax liability;
 - b. have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - c. have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
2. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).
3. This certification is to also be completed by all subcontractors.
6. **Letter of Intent to Subcontract (DBE subcontractors only).** Proposers must execute a letter of intent to enter into a subcontract agreement with a DBE firm. The form must be signed by both the Proposer and the DBE subcontractor.
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.

4.7 PROPOSAL EVALUATIONS

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet 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 attest that "standard procedures will be employed" are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.
- B. Technical proposals will first be reviewed by KCATA for responsiveness. To be responsive, proposals must contain all required forms, meet the RFP requirements to KCATA's satisfaction, and provide the requested information. Failure to submit the required forms, meet the RFP requirements, or provide the requested information may cause the proposal to be deemed as non-responsive. Failure to provide the required Proposal Bond will deem your proposal to be non-responsive and is not a correctible deficiency.
- C. Proposals will be evaluated by a Selection Committee based on the following criteria which are listed in descending order of importance:
 1. **Operating Plan and Procedures and Overall Responsiveness to the RFP** **Total Points Possible: 35**

Shall Include:

- Program Management
- Resources (local, regional, or national) available to firm to complete the service package
- Subcontractor Utilization Plan (if applicable)
- Indicates a good understanding of the service requirements based on responses to questions and information provided.
- Software is robust, complete, and meets or exceeds the requirements as set forth in this RFP. This will be based on demonstration, past performance and references provided.

2. **Quality, Experience and Past Performance of Firm and Proposed Key Personnel** **Total Points Possible: 35**

Proposers should assume that these items may be considered:

- Experience and qualifications of the specific personnel that shall be assigned and committed to the project for its duration to the service package as outlined in the RFP. Also considers the specific involvement of those persons in service packages proposed.
- Successful demonstration of experience and depth of knowledge of the firm in providing transportation scheduling services.
- Recommendations and comments regarding past performance from client references provided by Proposer and subcontractors.

3. **Cost/Price Proposal** **Total Points Possible: 30**

Each base of year of the proposal will be evaluated.

4.8 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.

4.9 CONSULTANT SELECTION

- A. 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.
- B. The highest ranked firm(s) may be asked to provide a Best and Final Offer (BAFO) Cost/Price Proposal. This is not required, and Proposer's are encouraged to provide their best pricing with their proposal submittal.
- C. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to Johnson County's Board of County 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.

4.10 CONTRACT AWARD

- A. 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.

- B. 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 or Johnson County 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 the 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

If Proposers are submitting their documents via the FTP site, no additional copies are needed. However, each volume (I, II and III) must be submitted via pdf separately.

- Volume I: Cost Proposal (Attachment C):

- Volume II: Technical Proposal

- Volume III: Contractual (One set of originals):
 - Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
 - Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
 - Attachment F-1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
 - Attachment F-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, if applicable (Subcontractors)
 - Attachment G-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
 - Attachment G-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying (Subcontractors)
 - Attachment H-1 Certification of Primary Participants Regarding Federal Tax Penalties/Federal Convictions (Completed by Prime)
 - Attachment H-2 Certification of Lower-Tier Participants Regarding Federal Tax Penalties/Federal Convictions (Completed by Subcontractors at all levels)
 - Attachment I Letter of Intent to Subcontract with DBE Firms (required only if using DBE Subcontractors)
 - Financial Statements for Past Two (2) Years (Prime Contractor Only)
 - Receipt of Addenda Form (if addendum issued as part of this RFP)

**ATTACHMENT B
SAMPLE AGREEMENT**

**CONTRACT #20-7046-30A
JOHNSON COUNTY PARATRANSIT SCHEDULING SOFTWARE AND SERVICES**

The executed contract will be between Johnson County and Contractor(s). A sample of the proposed contract will be issued via an Addendum to include amongst its terms and conditions the following:

1. **Termination for Convenience.** The County reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.
2. **Nonappropriation.** The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.
3. **Nondiscrimination in Employment.** In accordance with K.S.A. 44-1030, the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, sex, religion or creed, age, disability, pregnancy, ancestry or national origin, military status or membership or service in the military;

In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;

If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four (4) employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

4. **Governing Law and Venue.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas, and the District Court of Johnson County, Kansas shall have jurisdiction over any controversy or claim arising out of, or relating to, the contractual agreements or their performance or interpretation.

5. **Hold Harmless.** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners of Johnson County, Kansas, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter "claims"). Without limiting the generality of the foregoing, any and all such claims, relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false, or fraudulent.

6. **Right to Examine and Audit Records.** The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

7. **Tax Clearance for Taxes Owed to Local Governments.** The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

The following FTA Required Federal Clauses will become part of that contract.

**FEDERAL TRANSIT ADMINISTRATION (FTA)
REQUIRED CONTRACT TERMS AND CONDITIONS**

1. **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.

2. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (26) dated October 1, 2019), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

3. 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.

4. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
- B. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- C. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- D. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

5. 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), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - 2. Create a level playing field on which DBE's 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. 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. There is no DBE Goal established for this procurement.
- C. 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)).
- D. 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.
 - 1. Good Cause. Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work 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
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied

upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

2. 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.

6. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

7. 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.

8. ENVIRONMENTAL REGULATIONS

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

Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office

- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

10. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- 1. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:
 - a. are delinquent in paying any federal tax liability;
 - b. have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - c. have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
- 2. The Contractor agrees to include these requirements (Section XX.1.) in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

11. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

13. LOBBYING RESTRICTIONS

- A. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
- B. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. NOTIFICATION OF LEGAL MATTERS

For federally funded projects expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

15. 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.

16. 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.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SERVEILLANCE EQUIPMENT

Contractor represents that it is and will be compliant at all times with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

18. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. §§ 200.333. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

19. 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.

20. 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.

21. 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 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:

- ADA Access Requirements
- Changes
- Civil Rights
- Conflicts of Interest
- Debarment and Suspension
- Disadvantaged Business Enterprise (DBE)
- Disclaimer of Federal Government Obligations or Liability
- Dispute Resolution
- Environmental Regulations
- Federal Changes
- Federal Tax Liability and Recent Felony Convictions
- Fraud and False or Fraudulent Statements or Related Acts
- Incorporation of FTA Terms
- Lobbying
- Privacy Act Requirements
- Prohibited Interests
- Prohibition on Certain Telecommunications and Video Surveillance Equipment
- Record Retention and Access
- Seat Belt Use Policy
- Subcontractors
- Texting While Driving and Distracted Driving

F. **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.
- G. 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.
- H. 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.
- I. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

22. 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.

Contractor's Initials _____

County Initials _____

**ATTACHMENT C
PRICE PROPOSAL
RFP #F21-7037-30A JOHNSON COUNTY TRANSIT SCHEDULING SOFTWARE& SERVICES**

*Proposers are asked to provide fully loaded rates to provide the Scheduling Software and Scheduling Services as defined in this RFP. Proposers are asked to provide pricing based on current service levels, expansion of service and reduction of service. **Additional prices not included here may be submitted on a separate sheet with detailed description in the same format. Separate sheets must include Proposer’s Name and be signed by the Authorized Representative.***

COMPANY NAME: _____ DATE SUBMITTED: _____

PART A. CURRENT SERVICE LEVELS				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
SCHEDULING SOFTWARE including all components, integration, software licenses and any peripheral costs to provide the required service as defined in this RFP	\$	\$	\$	\$
SCHEDULING SERVICES including costs for labor, fringe benefits, overhead and profit.	\$	\$	\$	\$
COMBINED TOTAL	\$	\$	\$	\$

PART B. SERVICE REDUCTION BY 10%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
SCHEDULING SOFTWARE including all components, integration, software licenses and any peripheral costs to provide the required service as defined in this RFP	\$	\$	\$	\$
SCHEDULING SERVICES including costs for labor, fringe benefits, overhead and profit.	\$	\$	\$	\$
COMBINED TOTAL	\$	\$	\$	\$

**ATTACHMENT C – PAGE TWO
PRICE PROPOSAL**

RFP #21-7037-30A – JOHNSON COUNTY TRANSIT SCHEDULING SOFTWARE AND SERVICES

COMPANY NAME _____ DATE SUBMITTED: _____

PART C. SERVICE REDUCTION BY 20%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
SCHEDULING SOFTWARE including all components, integration, software licenses and any peripheral costs to provide the required service as defined in this RFP	\$	\$	\$	\$
SCHEDULING SERVICES including costs for labor, fringe benefits, overhead and profit.	\$	\$	\$	\$
COMBINED TOTAL	\$	\$	\$	\$

PART D. SERVICE EXPANSION BY 10%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
SCHEDULING SOFTWARE including all components, integration, software licenses and any peripheral costs to provide the required service as defined in this RFP	\$	\$	\$	\$
SCHEDULING SERVICES including costs for labor, fringe benefits, overhead and profit.	\$	\$	\$	\$
COMBINED TOTAL	\$	\$	\$	\$

PART E. SERVICE EXPANSION BY 20%				
DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	COMBINED TOTAL (THREE YEARS)
SCHEDULING SOFTWARE including all components, integration, software licenses and any peripheral costs to provide the required service as defined in this RFP	\$	\$	\$	\$
SCHEDULING SERVICES including costs for labor, fringe benefits, overhead and profit.	\$	\$	\$	\$
COMBINED TOTAL	\$	\$	\$	\$

**ATTACHMENT C – PAGE THREE
PRICE PROPOSAL
RFP #21-7037-30A – JOHNSON COUNTY TRANSIT SCHEDULING SOFTWARE AND SERVICES**

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

1. I agree to include or to delete such services with a corresponding addition or reduction in my compensation rate.
2. The undersigned, if notified that if the firm is the successful proposer, agrees to execute an operating agreement based on the accepted amount incorporated therein within thirty (30) days of such notice. It is understood that each executed contract will not be binding upon the parties unless and until it is approved by the required action of the Johnson County Board of Commissioners.
3. The undersigned represents that the proposal is made without any connection with any other person making a proposal for the same purpose, and that is in all respects fair and without collusion or fraud; that no Commissioner or other officer or employee or person whose salary is payable in whole or in part by the Johnson County government is directly or indirectly connected herein.
4. The undersigned hereby affirms that the firm is authorized to conduct business in the State of Kansas, and the following officer is duly authorized to execute contracts on behalf of said corporation. The undersigned also hereby certifies that firm is not on a current list of firms ineligible to participate in federal government contracts.
5. 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.
6. 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 D
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

**ATTACHMENT D
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE TWO)**

4. 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.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

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

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

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

Signature of Certifying Official _____

Company Name _____

Printed Name and Title _____

Address/City/State/Zip Code _____

Date Submitted _____

Telephone Number/Fax Number _____

**ATTACHMENT F-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this _____ day of _____, 20.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT H-1

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

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

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months; and
3. Have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT H-2

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

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

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months; and
3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT I

LETTER OF INTENT TO SUBCONTRACT

(To be completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

_____ ("Prime Contractor") agrees to enter into a contractual

agreement with _____ ("DBE Subcontractor"), who will

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

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

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) and/or Kansas Department of Transportation (KDOT) 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