

REQUEST FOR PROPOSALS (RFP) #G21-7021-21C

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
DRUG AND ALCOHOL TEST COLLECTIONS  
AND MEDICAL HEALTH SERVICES

Date: June 4, 2021

Contact: Karen Pointer, Buyer

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DRUG AND ALCOHOL TEST COLLECTIONS  
AND MEDICAL HEALTH SERVICES

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified vendors to provide drug and alcohol test collections and medical health services as specified in the Specifications/Scope of Work. Release of this RFP solicitation does not compel the KCATA to purchase.

**DBE/SBE/MBE/WBE Participation.** It is KCATA's policy that Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), Minority-Owned Business Enterprises (MBEs) and Woman-Owned Business Enterprises (WBEs) as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in KCATA 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 DBEs/SBEs 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 DBEs in DOT assisted contracts;
6. To promote the use of DBEs/SBEs 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.

**Because this project is not funded by FTA grants, no DBE goal is established for this procurement.** Certified DBE, SBE, MBE and WBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or [wmorgan@kcata.org](mailto:wmorgan@kcata.org).

**Pre-Proposal Conference.** A pre-proposal conference will be held via teleconference on June 15, 2021 at 10:00 a.m. Central Time. Although attendance at this conference is not required, those firms interested in proposing to the RFP are encouraged to attend. This conference will be conducted virtually through Microsoft Teams. Interested firms should contact Karen Pointer via email at [kpointer@kcata.org](mailto:kpointer@kcata.org) to confirm attendance and request a meeting invitation. The meeting will be recorded and posted to the project's FTP site.

**Pre-Proposal Questions.** Questions (technical, contractual, or administrative) must be directed in writing via email to Karen Pointer at [kpointer@kcata.org](mailto:kpointer@kcata.org). Questions and requests for clarifications will be received until **2:00 p.m. CDT June 17, 2021**. If required, KCATA's response to these submissions will be in the form of an Addendum.

**Proposal Submissions.** Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CDT on June 29, 2021**. Proposals may be submitted as follows:

Name: Drug and Alcohol Test Collections

Number: G21-7021-21C

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

Bidder Email: [Bid\\_G21-7029-21C@kcata.org](mailto:Bid_G21-7029-21C@kcata.org)

Bidder Password: vBbV9kYM&U (victor - BRAVO - bravo - VICTOR - Nine - kilo - YANKEE - MIKE  
- Ampersand - UNIFORM)

*NOTE: This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The password consists of only highlighted characters.*

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

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

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

Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority’s Board of Commissioners. A three (3) year contract term with two one-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 Request for Qualifications nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA’s Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for disqualification of the Proposer.***

Kristen Emmendorfer  
Director of Procurement

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**NO PROPOSAL REPLY FORM**

**RFP #G21-7021-21C  
KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)  
DRUG & ALCOHOL TESTING**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

**SECTION 1  
PROPOSAL CALENDAR**

RFP Advertised and Issued.....	June 4, 2021
Pre-Proposal Conference.....	June 15, 2021 2:00 p.m. Teleconference via Microsoft TEAMS
Questions, Comments and Requests for Clarifications Due to KCATA .....	June 17, 2021 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification .....	June 19, 2021
RFP Closing.....	June 29, 2021 2:00 p.m.
Interviews ( <u>Tentative</u> and as Required).....	July 8-9, 2021
Contract Award/Notice to Proceed .....	July 2021

**All times are Central Daylight Time**

**SECTION 2**  
**SCOPE OF WORK**

**2.1 Introduction, Background and Purpose**

- A. The Kansas City Area Transportation Authority (“KCATA” or “Authority”) was formed in 1965 by the signing of a bistate compact between the states of Missouri and Kansas. The compact gives the KCATA responsibility for planning, constructing, owning, and operating transportation systems and facilities within the seven-county metropolitan area.

The counties are Cass, Clay, Jackson, and Platte in Missouri: and Johnson, Leavenworth, and Wyandotte in Kansas. Within the KCATA service area it operates a fleet of 240 buses on 52 routes, logging nearly 46,000 passenger trips every weekday.

- B. The KCATA requires employment related DOT and Non-DOT drug and alcohol testing. All employees hired and/or promoted to safety sensitive positions are required to pass a DOT drug and alcohol test.

- C. KCATA Employee 2021 Data

- Total Headcount: 667
- Salaried Employees: 94
- Operators: 375
- Maintenance and Office Clerical: 197
- Safety Sensitive: 533
- Non-Safety Sensitive: 134

- D. The KCATA is seeking proposals from qualified service providers interested in providing Drug & Alcohol Test Collections and Medical Health Services to the KCATA. Qualified respondents will provide the following services:

- A Comprehensive Provider for Drug & Alcohol Testing
- EOR submission with supporting documents
- A Comprehensive Statistical Reporting System
- EDI Reporting Processes

- E. It is the intent of the KCATA to award this contract to one proposer who can provide all required services as outlined in the Scope of Work. However, KCATA reserves the right to award this contract to multiple vendors.

- F. **Term and Renewal Options:** The term of this agreement shall be for a period of one (1) year from date of contract award with two (2), one-year options to renew. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term.”

## 2.2 Scope of Work

### A. Drug and Alcohol Program Scope of Work

1. The KCATA's drug and alcohol testing program shall include the following types of testing:
  - pre-employment
  - post-accident
  - reasonable suspicion
  - random
  - return-to-duty
  - follow-up
2. KCATA requires 24/7 drug and alcohol testing by collectors trained in the collections for both non-DOT as well as DOT drug and alcohol testing, pursuant to 49 CFR Parts 40 and 655. The response should include either or both of the following:
  - Collection clinic: staffed with clinicians.
  - Mobile clinic: as may be necessary to travel off site for after-hours collections. After-hours include Monday through Friday from 5pm until 8am, weekends and holidays. If your response includes on-site or mobile, please include what the KCATA would be required to offer and the services that would be provided.
3. KCATA may at their discretion implement a Performance Measurement Program to facilitate improvement in the drug and alcohol testing processes between KCATA and the recommended vendor. The Performance Measurement Program will be performed twice a year and include mock collections, records audits, verification of certifications of training, quarterly site visits and meetings. Performance management will be based pursuant to compliance requirements as outlined in 49 CFR Parts 40 and 655 as well as checklists located within Collection Site section found at the following website:  
  
<https://transit-safety.fta.dot.gov/DrugAndAlcohol/Tools/Default.aspx>.
4. KCATA requires drug and alcohol testing forms and results from the provider. Custody Control Forms and Chain of Custody Forms must be sent after collection via email to DER. Results must be received as soon as possible.
5. The Authority is requesting quotes that combine four (4) components, which together comprise the drug/alcohol testing program for the KCATA.
  - a. Component I: Random Selection Procedures: The Random Selection Procedures must comply with the requirements of 49 CFR Part 40 and 49 CFR Part 655.
    - 1) The employee name, employee ID, social security number, job title, and employment status of all safety-sensitive employees will be exported from a Human Resources database into a drug and alcohol database administered by KCATA's Drug and Alcohol Program Manager (DAPM) or designee and shall be used for the random



selection process. KCATA's DAPM or designee will randomly select the appropriate number of employee ID's from the database to meet the following required annual testing rates:

SAFETY SENSITIVE EMPLOYEES

Drug Testing – 50% (estimated 533 employees)

Alcohol Testing – 10% (estimated 533 employees)

Each year the FTA Administrator will publish in the Federal Register the minimum annual percentage rates for random drug and alcohol testing of covered employees. The new minimum annual percentage rate for random drug and alcohol testing will be applicable starting January 1 of the calendar year following publication.

- 2) KCATA's DAPM or designee will first randomly select 50 percent from the pool of employees for drug testing. From this identified group, KCATA's DAPM or designee then will randomly select 10 percent of employees for both drug and alcohol testing.
- 3) In order to ensure a statistically valid random selection process, KCATA's DAPM or designee shall use a drug and alcohol database with a random number generation program. All safety sensitive employees must always remain in respective to random selection pools regardless of previous selection for testing.
- 4) KCATA's DAPM or designee will assist the Authority in preparing reports required by the FTA.

B. Component II: Collection Site Procedures: The Collection Site Procedures must comply with the functions of 49 CFR Part 40 and 49 CFR Part 655.

- 1) The Collection Site shall offer a variety of testing methods to include:
  - a) DOT testing as outlined in 49 CFR Part 40 and 49 CFR Part 655
  - b) Non-DOT testing to include instant urine/oral and breath alcohol
- 2) The Collection Site shall not refer any employees to any type of rehabilitation program, but rather allow KCATA's DAPM to coordinate this referral with the Substance Abuse Professional (SAP).
- 3) Collection services must be available 7 days - per week, 24 hours per day. More than one site may be utilized. All sites must follow the Federal Transit Administration (FTA) and Department of Transportation (DOT) required procedures and standards set forth in this RFP and the applicable federal regulations. The collection site(s) must be located in the Kansas City metropolitan area. Proximity between the collection site(s) and the Authority's offices is important. Easy access to the address of the collection site(s) is also required.
- 4) The Collection Site shall coordinate monthly invoices through the Medical Review Officer who in turn will collectively invoice the Authority for services provided.

C. Component III: Qualified Laboratory Facility: The Qualified Laboratory Facility must comply with the regulations of 49 CFR Part 40 and 49 CFR Part 655.

- 1) The Qualified Laboratory Facility must provide references, from those familiar with the facility's work in the field of laboratory services.
- 2) The laboratory must be certified by the Department of Health and Human Services (DHHS) and must provide proof of certification to include basic knowledge, qualification training, and continuing education.
- 3) The laboratory shall provide a summary of laboratory procedures.
- 4) The laboratory shall not refer any employees to any type of rehabilitation program, but rather allow KCATA's DAPM to coordinate this referral with the SAP.
- 5) The laboratory must be available to take phone calls and answer questions a minimum of forty (40) hours per week. The laboratory must maintain sufficient staffing to ensure services are covered due to vacations, sicknesses, holidays, etc.
- 6) The laboratory shall coordinate monthly invoices through the Medical Review Officer who in turn will collectively invoice the Authority for services provided.
- 7) The laboratory shall provide to KCATA's DAPM a bi-annual statistical summary of urinalysis testing of the Authority's employees and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that time period. Normally this summary shall be forwarded by registered or certified mail not more than fourteen (14) calendar days after the end of the month covered. The summary shall contain the following information.
  - a) Initial Testing
    - Number of specimens received
    - Number of specimens reported out
    - Number of specimens screened positive by category
  - b) Confirmatory Testing
    - Number of specimens received for confirmation
    - Number of specimens confirmed positive by category

D. Component IV: Medical Review Officer: The Medical Review Officer (MRO) must comply with the regulations in 49 CFR Part 40 and 49 CFR Part 655.

- 1) The Medical Review Officer (MRO) must provide references, those familiar with his or her work in the field of substance abuse disorders.
- 2) The Medical Review Officer (MRO) must be available to take phone calls and answer questions a minimum of forty (40) hours per week. The MRO must provide an on-call replacement that meets the qualifications set forth herein for vacations, holidays,

and days off and after hours.

- 3) The MRO shall not refer any employees to any type of rehabilitation program, but rather allow KCATA's DAPM to coordinate this referral with the SAP.
- 4) The MRO shall incorporate monthly invoices from the Collection Site, Lab and MRO into one (1) invoice and bill the Authority for all services provided.
- 5) The MRO shall be available to testify in labor arbitrations and legal proceedings.

#### **Estimated Annual DOT and Non-DOT Quantities**

Type of Test	Drug Testing Data	Alcohol Testing Data
Pre-Employment	200	0
Random	400	80
Post-Accident	150	150
Reasonable Suspicion	10	10
Return to Duty	0	0
Follow-Up	0	0

### **2.3 Requirements and Certifications:**

- MRO (as outlined in 49 CFR § 40.121)
  - Licensed physician (Doctor of Medicine or Osteopathy), licensed in U.S. jurisdiction and authorized to perform MRO services in both Missouri and Kansas.
  - Clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
  - Knowledgeable about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result
  - Knowledgeable about 49 CFR Part 40, DOT MRO Guidelines, and the DOT agency regulations applicable to the employers for whom you evaluate drug test results and keep current on any changes to these materials. Must also subscribe to the ODAPC list-serve at <https://www.transportation.gov/odapc/get-odapc-email-updates>. DOT agency regulations, DOT MRO Guidelines, and other materials are available from ODAPC or on the ODAPC Web site (<http://www.transportation.gov/odapc>).
  - Qualification training – must receive qualification training meeting the requirements of 49 CFR § 40.121(c)
  - Complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical elements of qualification training listed in paragraph (c)(1) of this section.
  - *Requalification training.* During each five-year period from the date on which you satisfactorily complete the examination under paragraph (c)(2) of this section, you must complete requalification training.
  - Following completion of requalification training, you must satisfactorily complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT-

- mandated drug tests. The examination must comprehensively cover all the elements of qualification training listed in paragraph (c)(1) of this section.
- You must maintain documentation showing that you currently meet all requirements of this section. You must provide this documentation on request to FTA representatives and to KCATA.
- Drug Testing Laboratories (as outlined in 49 CFR § 40.81)
    - Certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required under this part.
  - Urine Collection Personnel (as outlined in 49 CFR § 40.33)
    - Basic information. Knowledgeable about “DOT Urine Specimen Collection Procedures Guidelines,” and FTA regulations. Must keep current on changes and subscribe to the ODAPC list-serve.
    - Qualifications training to include:
      - All steps necessary to complete a collection correctly and the proper completion and transmission of the CCF;
      - “Problem” collections (e.g., situations like “shy bladder” and attempts to tamper with a specimen);
      - Fatal flaws, correctable flaws, and how to correct problems in collections; and
      - The collector’s responsibility for maintaining the integrity of the collection process, ensuring the privacy of employees being tested, ensuring the security of the specimen, and avoiding conduct or statements that could be viewed as offensive or inappropriate;
      - Initial Proficiency Demonstration to include: completing five consecutive error-free mock collections
      - *Refresher training*. No less frequently than every five years from the date on which you satisfactorily complete the requirements of paragraphs (b) and (c) of this section, you must complete refresher training that meets all the requirements of paragraphs (b) and (c) of this section.
      - *Error Correction Training*. If you make a mistake in the collection process that causes a test to be cancelled (i.e., a fatal or uncorrected flaw), you must undergo error correction training within 30 days of the date you are notified of the error that led to the need for retraining.
    - *Documentation*. You must maintain documentation showing that you currently meet all requirements of this section. You must provide this documentation on request to FTA representatives and to KCATA.
  - Alcohol Testing Personnel (as outlined in 49 CFR § 40.213)
    - Must be knowledgeable about the alcohol testing procedures and current DOT guidance. Must subscribe to the ODAPC list-serve.
    - *Qualifications training*. In accordance with the DOT Model BAT or STT Course. Must include proficiency in using alcohol testing procedures of this part and in the operation of the particular alcohol testing device(s) (i.e., the ADS(s) or EBT(s)) you will be using. Training must emphasize that you are responsible for maintaining the integrity of the testing process, ensuring privacy of employees being tested, and avoiding conduct or statements that could be viewed as offensive or inappropriate. Instruction must be an individual who

has demonstrated necessary knowledge, skills, and abilities by regularly conducting DOT alcohol tests as an STT or BAT for at least a year, or who has successfully completed a “train the trainer” course.

- *Initial Proficiency Demonstration.* Following completion of this training, must demonstrate proficiency in alcohol testing under this party by completing seven consecutive error-free mock tests (BATS) or five consecutive error-free tests (STTs).
- *Refresher training.* No less frequently than every five years from the date on which you satisfactorily complete the requirements of paragraphs (b) and (c) of this section, you must complete the refresher training that meets all the requirements of paragraphs (b) and (c) of this section.
- *Error Correction Training.* If you make a mistake that causes a test to be cancelled, you must undergo error correction training within 30 days of the date you are notified of the error.
- *Documentation.* You must maintain documentation showing that you currently meet all requirements of this section. You must provide this documentation on request to FTA representatives and to KCATA.

## **2.4 Required Document Submissions with Response**

### **A. Collection Site:**

- a) Provide documentation of the credentials to include basic knowledge, qualification training and continuing education for each collector.
- b) Provide a summary of drug and alcohol collection procedures.
- c) Verify that each collector is subscribed to the Office of Drug and Alcohol Program Compliance (ODAPC) list-serve.

### **B. Medical Review Officer:**

- a) Provide documentation of credentials to include basic knowledge, qualification training and continuing education.
- b) Provide a summary of MRO procedures.
- c) Provide verification for subscription to ODAPC’s list-serve as outlined in Federal Code of Regulations.

### **C. Qualified Laboratory:**

- a) Provide certification from the Department of Health and Human Services to include basic knowledge, qualification training and continuing education.
- b) Provide a summary of laboratory procedures.

## **B. Medical Health Services Scope of Work**

### **1. Occupational Medical Services**

#### **a. Physical Examinations**

The contractor shall provide physical examinations to all employees and candidates as required by FTA, DOT, and KCATA policies.

##### **1) CDL Holder Examinations:**

Comply with Department of Licensing regulations to complete the CDL Holder examinations and issue DOT medical certifications.

##### **2) Fit for Duty Examinations:**

Provide fit for duty examinations upon request. The KCATA may provide a job description and/or job analysis worksheet indicating specific physical requirements and working conditions. The medical examiner(s) will be expected to determine the employee's ability to perform the essential job functions of the position.

##### **3) Medical Leave:**

When requested by the KCATA, provide verification or clarification of an employee's need for a medical leave, including documentation for compliance with the federal Family Medical Leave Act.

### **2. Scheduling, Notification, Recordkeeping, Reporting**

- a. At minimum, provide appointments Monday through Friday from 8 am to 5 pm. Additional times and weekend availability preferred.
- b. Provide examination results within 1 business day of examination, whenever possible. Results will be provided electronically via email notification. Upon successful completion of said examinations, the provider shall complete and issue (when required) a Medical Examiner's Certificate stating that said applicant is medically qualified in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41 through 391.49), to be signed by the examining physician and the applicant.
- c. Notify the KCATA immediately if an employee or job applicant does not appear for a scheduled appointment, via email and phone call to the DER administrator, Amy Chambers at [achambers@kcata.org](mailto:achambers@kcata.org) and w) 816-346-0831 or c) 816-812-3102.
- d. All records shall be maintained, and statistical reporting shall be provided as required by the U.S. Department of Transportation, Federal Transportation Agency and the KCATA. These reports shall be provided monthly, but provider(s) should be able to provide with reasonable notice at any time.
- e. Medical services identified above may be delivered at the provider's location or when requested, be delivered on-site at KCATA facilities.

- f. Strict confidentiality shall be maintained regarding all transmissions and communications.
- g. KCATA may at their discretion implement a Performance Measure Program to facilitate improvement in the medical services management processes between KCATA and the respondent. KCATA will conduct a partnership meeting to disclose the program standards.

**Estimated Annual Health Services Test Data**

Type of Test	Estimated Quantity
Pre-Employment Physical	150
DOT Medical Certification	495
Fit for Duty	25

**SECTION 3.  
PROPOSAL INSTRUCTIONS**

**3.1 General Information**

- A. The terms “solicitation” and “Request for Proposals” and “RFP” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. **Interested firms may submit proposals until 2:00 p.m. CDT on June 29, 2021.** Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered.
- C. **Submittal Instructions.** KCATA will accept electronic submission of proposal responses. Proposals must be received with all required documents/attachments as stated in the RFP. Proposals are to be submitted to the following FTP site:

Name: Drug and Alcohol Test Collections

Number: G21-7021-21C

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

Bidder Email: [Bid\\_G21-7029-21C@kcata.org](mailto:Bid_G21-7029-21C@kcata.org)

vBbV9kYM&U (victor - BRAVO - bravo - VICTOR - Nine - kilo - YANKEE -

Bidder Password: MIKE - Ampersand - UNIFORM)

***NOTE:*** This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. When prompted for mail address, please use the one provided here. You must type it in – you may not copy/paste.

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

**3.2 Reservations**

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



- C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

### **3.3 Proposer's Responsibilities**

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

### **3.4 Authorization to Propose**

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

### **3.5 Withdrawal & Incomplete Proposals**

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

### **3.6 Modification of Proposals**

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

### **3.7 Unbalanced Proposals**

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

### **3.8 Protests**

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days

other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

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

### **3.9 Disclosure of Proprietary Information.**

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
  2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and

3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

### **3.10 Disadvantaged Business Enterprise (DBE)**

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

E. **Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Participation.**

1. KCATA has established a similar policy and program to promote MBE and WBE participation on projects when DBE and/or SBE goals cannot be established. Work orders that have no grant funding will be considered for MBE/WBE participation goals.
2. MBE/WBE firms may participate as prime contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as MBEs/WBEs under the MBE/WBE Criteria based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D Firms (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable. Only firms certified with **KCATA, City of Kansas City, MO, State of Missouri Office of Equal Opportunity, or Kansas Department of Commerce** will be considered eligible to meet KCATA's MBE/WBE project goals. Each firm's signed MBE or WBE certificate will need to be included in their bid package to be considered for MBE or WBE goal participation. A list of certified firms from each agency is listed below:
  - KCATA Certified Vendors <https://kcata.diversitycompliance.com/>
  - City of Kansas City, MO Certified Vendors <https://kcmohrd.mwdbe.com/>
  - Missouri Office of Equal Opportunity Certified Vendors <https://apps1.mo.gov/MWBCertifiedFirms/>
  - Kansas Department of Commerce Certified Vendors <http://mwbd.kansascommerce.com/>

F. ***The following information applies to federally funded projects (as DBE and SBE) and non-federally funded projects (as MBE and WBE). The acronyms DBE, SBE, MBE or WBE are used interchangeably.***

1. **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:
  - a. 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. ***Under U.S. DOT DBE Program, DBE firms acting as Prime Contractors must perform a minimum of thirty percent (30%) of the project/contract value, including any amendments.***
  - b. 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
  - c. Subcontractor participation with a lower tier DBE subcontractor; and
  - d. 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.
  - e. NO CREDIT, however, will be given for the following:

- 1) Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
- 2) 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
- 3) 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
- 4) Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

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

**4.1 Introduction**

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

**4.2 Proposal Format**

- A. Volumes shall be submitted in the following order:
- Volume I – Price Proposal
  - Volume II – Technical Proposal
  - Volume III - Contractual
- B. Proposers shall submit each Volume as a separate document in .pdf format.
- C. No Price Proposals information shall be included within these two volumes.

**4.3 Volume I – Price Proposal**

- A. Proposers are asked to submit a Price Proposal (Attachment D) that details all costs associated with the completion of the services as described in Section 2, "Scope of Work."
- B. Proposer must provide this information for all subconsultants proposed for this Agreement at the time of submission deadline.
- C. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C).
- D. **The Cost/Price Proposal shall be submitted in a separate volume. No price information is to be included in the Technical Proposal.**
- E. The costs/prices included in the cost/price proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

**4.4 Volume II - Technical Proposal**

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for

the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

C. The following are excluded from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional Lists of References
- Resume and background information (please do not include any more than 3 pages per individual)

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

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

1. **Letter of Transmittal**

The letter should be addressed to Kristen Emmendorfer, KCATA Director of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

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

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

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

4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-consultants businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional. or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
  
5. **Key Personnel Experience and Qualifications**
  - a. This section should demonstrate the Proposer's experience, skills, qualifications, and professional certifications of the project manager. Along with and other key personnel identified to work on the major components and tasks of the project.
  - b. Detail any added services that the Proposer will provide that are not specifically requested in this RFP.
  - c. Provide resumes (please limit to no more than two (2) pages per individual) for the proposed Project Manager, and all personnel considered vital to provide the deliverables specified. Include this information for each sub-consultant.
  
6. **Project Management and Organization**
  - a. This section should describe how the work will be performed to fulfill the scope of the project and its requirements and demonstrate the intended approach to perform the tasks necessary to successfully complete the Project and align with the overall requirements established by KCATA. State management approach and techniques required for the implementation and control of the work.
  - b. Provide an organizational chart depicting how the project will be staffed in all functional areas. Indicate number of employees of each type. If applicable, state how project staff will be supported by regional or national staff and reporting relationships between project staff, other firms' management staff and subcontractors. A statement addressing availability and commitment of the Project Manager, Key Personnel and vital resources for the Project shall be provided.
  
7. **Exception and Omissions.**
  - a. Exceptions.
    - (1) 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.
  - b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with



established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

8. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
- Company name
  - Address
  - Contact person and title
  - Telephone number, facsimile number and email address
  - Indicate if an affiliate or subsidiary of another firm and provide details
  - Date business was established and number of years under present ownership/management
  - Services to be performed on this project
  - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
  - Provide up to two (2) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- b. Include the following signed and dated certification statement:

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

4.5 Volume III – Contractual

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

C. **Proposer Status and Affirmative Action**

1. All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to

change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.

3. Vendors must complete the online Vendor Registration Questionnaire.
4. Provide current IRS Form W9.
5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at [mgay@kcata.org](mailto:mgay@kcata.org).

D. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual**. One original is required of each.

1. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
3. Employee Eligibility Verification

- a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.

The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

- b. The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
- c. Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
- d. The Proposer shall obtain this affidavit from its subcontractors at all tiers.

e. This form is renewable annually.

f. **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.

#### **4.6 Proposal Evaluation Criteria**

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

- A. **Quality, Experience of Proposed Key Personnel.** Proposers should assume that these items may be considered:
- Experience and qualifications of the lead person/project manager of the testing team and other key personnel, who will be committed to the project for its duration, proposed in accordance with this RFP.
- B. **Price Proposal.**
- C. **Project Approach, Organization and Management of the Proposed Work.** KCATA evaluation committee will consider, among other things, these items:
- The approach to the Project Work aligns with KCATA's schedule, scope and overall requirements as stated in the RFP.
  - The proposed team possesses successful, demonstrated experience in providing recommendations as required by this RFP. The Proposal includes specific items that are easily interpreted and understood as aligning with a required well organized, best scheduled, and managed approach to the deliverables.
- D. **Past Performance and Client References.** KCATA anticipates that the Proposer will provide references for the Prime Proposer and its team of sub-consultants relating to its most recent three (3) contracts and points of contact for purposes of checking references. The Proposer should include relevant services that closely support its ability to provide services identified in this RFP.

#### **4.7 Presentations/Interviews/Written Responses**

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

#### **4.8 Contract Award**

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

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

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. The electronic copy of these forms can be obtained by going to: [http://www.kcata.org/about\\_kcata/entries/vendor\\_forms](http://www.kcata.org/about_kcata/entries/vendor_forms)

**Proposals are to be submitted to the following FTP site:**

Name: Drug and Alcohol Test Collections  
Number: G21-7021-21C  
Site URL: <https://kcata.sharepoint.com/sites/FTP/pro/dnatc/SitePages/Home.aspx>  
Bidder Email: [Bid\\_G21-7029-21C@kcata.org](mailto:Bid_G21-7029-21C@kcata.org)  
vBbV9kYM&U (victor - BRAVO - bravo - VICTOR - Nine - kilo - YANKEE  
Bidder Password: - MIKE - Ampersand - UNIFORM)

Volume I: Price Proposal:

- “Volume I – Price Proposal” (Attachment D)

Volume II: Technical Proposal:

- “Volume II – Technical Proposal”

Volume III: Contractual (One set of originals):

- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- AttachmentGI-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- Receipt of Addenda Form (if addendum issued as part of this RFP)

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

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of July 2021, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ ("**Contractor**"), with offices at \_\_\_\_\_.

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

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated June 4, 2021 entitled "Drug & Alcohol Testing Collections " (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix \_\_\_\_ attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of one (1) year(s) beginning July \_\_, 2021 and expiring on July \_\_, 2022 with two (2) one-year extension options. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the "contract term."

**4. CONTRACT SUM.**

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

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

**5. ORDER OF PRECEDENCE**

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

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

**6. MISCELLANEOUS PROVISIONS.**

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

- Appendix A. Contract Terms and Conditions; and
- Appendix B. Scope of Work; and
- Appendix C. Proposal and Pricing submitted by Contractor.

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

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

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

By \_\_\_\_\_  
Michael Graham, Senior VP Administration/CFO

By \_\_\_\_\_  
Jameson Auten, Deputy CEO

**APPENDIX A  
CONTRACT TERMS AND CONDITIONS**

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

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

**6. CHANGES**

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such

change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

## 7. CIVIL RIGHTS

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



accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

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

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

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

#### **9. CONTINUITY OF SERVICES**

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

#### **10. CONTRACTOR'S PERSONNEL**

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

#### **11. CONTRACTOR'S RESPONSIBILITY**

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

#### **12. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final

and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.

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

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

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

### **14. FORCE MAJEURE**

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemic; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

### **15. GENERAL PROVISIONS**

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

- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to 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.

**16. GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

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

**17. HEADINGS**

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

**18. INDEPENDENT CONTRACTOR**

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

**19. INSPECTION OF SERVICES**

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

1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
2. Terminate the Contract for default.

**20. INSURANCE**

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
  1. Contractual liability coverage is applicable; and
  2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.
  1. **Worker's Compensation:**
    - a. State: Missouri and/or Kansas – Statutory
    - b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident  
Bodily Injury by Disease -- \$500,000 Each Employee  
Bodily Injury by Disease -- \$500,000 Policy Limit

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

2. **Commercial General Liability:**

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

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

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

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

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

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

5. **Umbrella or Excess Liability**

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

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

21. **LIABILITY AND INDEMNIFICATION**

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

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

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

**22. LICENSING, LAWS AND REGULATIONS**

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

**23. NOTIFICATION AND COMMUNICATION**

- A. Communications regarding technical issues and activities of the project shall be exchanged with Thomas Hernandez, KCATA’s Safety Manager, at (816) 346-0288 or via e-mail at THernandez@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA’s Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA:    Karen Pointer, Buyer  
    Kansas City Area Transportation Authority  
    1350 East 17<sup>th</sup> Street  
    Kansas City, MO 64108

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

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

**24. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK**

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA’s name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such material.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.



- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

**25. 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.

**26. 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.

**27. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (R.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.

- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

## **28. 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.

## **29. REQUESTS FOR PAYMENT**

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org). All invoices shall be submitted individually with one for drug/alcohol related services, one for DOT physicals, and one for worker's compensation services. Each invoice shall be numbered, dated, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number or purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
  - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

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

### **30. RIGHT TO OFFSET**

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

### **31. 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.

### **32. 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.

### **33. SUBCONTRACTORS**

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.

- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Acceptance of Services/Deliverables – No Release
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Contractor’s Personnel
    - Contractor’s Responsibility
    - Disadvantaged Business Enterprise (DBE)
    - Dispute Resolution
    - Employee Eligibility Verification
    - Force Majeure
    - Fraud and False or Fraudulent Statements or Related Acts
    - General Provisions
    - Governing Law: Choice of Judicial Forum
    - Headings
    - Independent Contractor
    - Inspection of Services
    - Insurance
    - Liability and Indemnification
    - Licensing, Laws and Regulations
    - Notification and Communication
    - Ownership, Identification, and Confidentiality of Work
    - Patents and Rights in Data and Copyrights
    - Privacy Act Requirements
    - Prohibited Interests
    - Prohibited Weapons and Materials
    - Prohibition on Certain Telephone and Video Surveillance Equipment
    - Record Retention and Access
    - Requests for Payment
    - Right to Offset
    - Seat Belt Use Policy
    - Severability
    - Subcontractors
    - Suspension of Work
    - Termination
    - Texting While Driving and Distracted Driving
    - Unavoidable Delays
- F. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.

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

#### **34. SUSPENSION OF WORK**

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

#### **35. TERMINATION**

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

whether completed or in process.

**36. 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.

**37. UNAVOIDABLE DELAYS**

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

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

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

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

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

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

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

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

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

**ATTACHMENT D  
PRICE PROPOSAL  
RFP #G21-7021-21C KCATA DRUG & ALCOHOL TESTING & MEDICAL HEALTH SERVICES**

*If additional line item pricing is required, please provide on an additional sheet of paper. The pricing provided in this Price Proposal will remain in effect during the term of the contract.*

Description	Estimated # Tests (each)	Unit Price	Extended Price
Year 1: Collections for Drug Testing DOT 5 Panel	425		
Year 1: Collections for Drug Testing NON-DOT 5 Panel	350		
Year 1: Drug Screen Observed	5		
Year 1: Drug Screen Attempt to Collect	50		
Year 1: Collections for Alcohol Testing DOT/ FTA	150		
Year 1: Alcohol Confirm Test DOT/ FTA - Positives Only	10		
Year 1: Mobile Clinic - After hours 5pm - 8am	6		
Year 1: DOT Certification Physicals	750		
<b>Year 1 Total</b>			
Option Year 1: Collections for Drug Testing DOT 5 Panel	438		
Option Year 1: Collections for Drug Testing NON-DOT 5 Panel	361		
Option Year 1: Drug Screen Observed	5		
Option Year 1: Drug Screen Collection Only	50		
Option Year 1: Collections for Alcohol Testing DOT/FTA	155		
Option Year 1: Alcohol Confirm Test DOT/FTA-Positives Only	10		
Option Year 1: Mobile Clinic - After hours 5pm - 8am	6		
Option Year 1: DOT Certification Physicals	773		
<b>Option Year 1 Total</b>			
Option Year 2: Collections for Drug Testing DOT 5 Panel	452		
Option Year 2: Collections for Drug Testing NON-DOT 5 Panel	372		
Option Year 2: Drug Screen Observed	5		
Option Year 2: Drug Screen Collection Only	50		
Option Year 2: Collections for Alcohol Testing DOT/FTA	160		
Option Year 2: Alcohol Confirm Test DOT/FTA-Positives Only	10		
Option Year 2: Mobile Clinic - After hours 5pm - 8am	6		
Option Year 2: DOT Certification Physicals	797		
<b>Option Year 2 Total</b>			
<b>GRAND TOTAL FOR ALL SERVICES</b>			



**APPENDIX D – PAGE TWO  
PRICE PROPOSAL**

**RFP #G21-7021-21C - KCATA DRUG & ALCOHOL TESTING**

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

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

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

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Email Address \_\_\_\_\_

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

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
  
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
  - 1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  
  - 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

\_\_\_\_\_

Affiant's Signature

\_\_\_\_\_

Date

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_.

\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Date

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

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

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

**A. RACIAL/ETHNIC**

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

**B. JOB CATEGORIES**

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

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

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

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

Signature of Certifying Official \_\_\_\_\_

Company Name \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Address/City/State/Zip Code \_\_\_\_\_

Date Submitted \_\_\_\_\_

Telephone Number/Fax Number \_\_\_\_\_

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 21 \_\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

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

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

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

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

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 21 \_\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

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

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

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

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