



REQUEST FOR PROPOSALS (RFP) #G21-7035-34A
TRANSIT BUS ADVERTISING PROGRAM MANAGEMENT

Date: September 29, 2021

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REQUEST FOR PROPOSALS (RFP) #G21-7035-34A

TRANSIT BUS ADVERTISEMENT PROGRAM MANAGEMENT

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms to manage transit bus advertising program for the KCATA, First Transit (representing the City of Independence Missouri), Johnson County Transit (Johnson County, Kansas) and Unified Government Transit (Unified Government of Wyandotte County and Kansas City, Kansas) for a three (3) year term, with two (2) one-year extension options. The contractor shall be responsible for transit advertising sales, advertising production, installation, and advertising removal services.

There are five (5) options available for proposers that may or may not be awarded to the same contractor:

- 1) Print advertising on the interior and exterior of buses;
- 2) Audio advertising on board buses;
- 3) Interactive Kiosks;
- 4) onboard monitors, and/or
- 5) RideKC Bikeshare.

Proposers may bid on one or all options. Because this project is for advertising on FTA assets, federal terms and conditions apply.

DBE/SBE Participation. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs), 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 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.

KCATA's annual goal for DBE participation in DOT-assisted projects is 23.3%. **Because this project does not use federal funds, there is no DBE/SBE goal established for this project.**

Certified DBE and SBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org

Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Participation. KCATA has established a locally based MBE and WBE Program that is very similar to FTA's DBE Program. KCATA will seek participation on projects when DBE and/or SBE goals cannot be established.

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, as well as the most recent MBE/WBE Annual Update Approval letter, 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://mwbds.kansascommerce.com/>

Covid Protocols. The following guidelines must be followed while on-site:

- **Wear your Mask.** It's required on campus and while doing KCATA work.
- **Maintain mandatory physical distancing, stay at least 6 feet apart.**
- **Wash hands** and maintain proper hygiene.
- **Outside personnel** should limit the number of persons to the minimum required to complete the task.
- **All employees, contractors, vendors, and visitors that regularly report to a KCATA work site one (1) or more days per week for any amount of time each day will be required to either be COVID-19 vaccinated or COVID tested every 14 days.**
- **DO NOT COME ON CAMPUS** if you are experiencing symptoms.

If personnel have had known exposure to a confirmed COVID positive individual, have been diagnosed COVID positive within the last 14 days, are symptomatic, have had a fever in the last 72 hours without the use of fever reducing medications, or have pending COVID testing results then we ask that you not enter the premises.

Pre-Proposal Conference. A pre-proposal conference will be held via teleconference on October 12, 2021 at 10:00 a.m. CDT. 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 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. Questions and requests for clarifications will be received until **2:00 p.m. October 15, 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 November 1, 2021**. Proposals may be submitted as follows:

Name Transit Bus Advertising Program Management
Number G21-7035-34A
Site URL <https://kcata.sharepoint.com/sites/FTP/pro/tbapm/SitePages/Home.aspx>
Bidder email Bid_G21-7035-34A@kcata.org (Bid_G21-7035-34A@kcata.org)
Bidder Password 5J\$VYsSJ!j (Five - JULIET - Dollars - VICTOR - YANKEE - sierra - SIERRA - JULIET - Exclamation - juliet)

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 term with two (2) one-year extension options is anticipated for award to the selected and approved firm if negotiations are successful.

No person or entity submitting a proposal in response to this Request for Proposal 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 #G21-7035-34A

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
TRANSIT BUS ADVERTISEMENT PROGRAM MANAGEMENT**

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, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at 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:

- ___ 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..... | September 29, 2021 |
| Pre-Proposal Conference..... | October 12, 2021 10:00 a.m. |
| <i>Email Karen Pointer at kpointer@kcata.org if you plan to attend. Please use the following link to access the meeting.</i> | |
| Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting | |
| Questions, Comments and Requests for Clarifications Due to KCATA | October 15, 2021 2:00 p.m. |
| KCATA’s Response to Questions, Comments and Requests for Clarification | October 21, 2021 |
| RFP Closing..... | November 1, 2021 2:00 p.m. |
| Interviews (<u>Tentative</u> and as Required)..... | Nov. 16 - 17, 2021 |
| Contract Award/Notice to Proceed | January 2022 |

SECTION 2
SCOPE OF SERVICES

2.1 General Requirements Applicable to Print & Audio Advertising

1. Contractor(s) shall be responsible for all aspects of the sales cycle, from prospecting, cold calling, presentations, closing the sale and approval of credit applications.
 - a. Advertising to be displayed or played under the terms of this contract shall be of a reputable character, shall conform to recognized business standards and shall not conflict with the laws or regulations of the United States, State of Missouri or Kansas and shall comply with Advertising Policies described herein (refer to Attachment N). Transit Partners reserve the right to screen and approve any advertisement prior to its production and installation. KCATA shall specifically review and approve (i) PSAs, (iii) donated advertising. KCATA shall have the right to require the removal of any advertising which brings disrepute upon the agencies, or public transportation in general. The Contractor shall remove such advertising within a reasonable time of receiving notice from KCATA.
 - b. The KCATA shall retain the right to reject any advertising deemed not to be in compliance with its advertising policy.
2. Contractor shall keep the KCATA informed of all contracts executed or pending. Copies of all bus advertising contracts and agreements entered into by Contractor shall be provided to the KCATA within seven (7) working days of the date the contract is executed.
 - a. Contractor will monitor inventory of available advertising space, generating monthly reports, broken down by the transit providers (e.g., KCATA, Johnson County, Independence and Unified Government Transit).
 - b. All work shall be performed at the direction of Transit Partner staff and shall be completed in a timely manner.
 - c. The contractor shall produce ad products using only KCATA pre-approved materials at the start of the contract. During the contract period, contractor shall inform and suggest to KCATA for consideration and/or approval of materials that have been newly introduced to the market that allow the best visibility and lowest maintenance, as applicable.
3. Contractor shall be responsible for collections.
4. The Transit Partners reserve the right to suspend or discontinue the operations of any or all its bus lines or any of its buses at any time and to decrease or increase the number of buses in daily use and to make such changes from time to time as it may deem advisable.
5. Contractor(s) shall meet with a representative from the Communications Department monthly. These meetings may be conducted on-site at a Transit Partner facility or made via conference call or web meeting at the discretion of the Transit Partners. The contractor should anticipate *at a minimum* at least four (4) on-site meetings per year of the contract.
6. Contractor(s) shall ensure that dated advertising shall be removed within two (2) weeks after the

date of event or expiration of offer, etc.

7. Contractor agrees to abide by all state, federal and local laws.
8. Contractor and/or clients shall be responsible for all payments to production companies.
9. **Special Advertising Situations:** Special advertising situations are those situations where Transit Partners display advertising that does not generate revenue but meets other objectives. Special advertising situations may be placed as a Print Advertisement, Audio Advertisement, or both. Special advertising situations, unless otherwise noted, are performed at no cost to Transit Partners and do not entitle the contractor to any revenue share or payment under this agreement. Generally, these special advertising situations shall be displayed or played in available advertising space. In the event that available advertising space becomes limited, Transit Partners reserve the right to set aside up to fifteen percent (15%) of available print advertising space for displaying special advertising situation ads. All forms of advertising which fall under special advertising situations may be removed if space is needed to place paid advertisements.

2.2 Print Advertising Additional Scope of Services

1. Advertisement sales shall not be specific to a bus route or a particular Transit Partner. Advertisements shall be distributed on all transit partner fleets.
2. The Print Advertising Contractor will not offer free space or discounts from rate card prices in excess of 15% without approval of the KCATA. Discounts for frequency or quantity may be offered to advertisers but must be indicated on the contract. Any trade-outs made shall be deemed to have economic value to the Transit Partners and must be approved in writing by the KCATA. The value will be calculated as part of the gross revenue.
3. Contractor(s) shall be responsible for production of materials and the actual installation of the materials as well as managing the work of installers of exterior vinyl and interior signage.
4. Potentially controversial advertisements must carry a disclaimer displayed in large, clearly visible letters, stating "**No RIDEKC Endorsement Implied.**" The identity of the advertiser must be clearly visible. Contractor shall bring to the attention of the KCATA any signs that may test the Transit Partners' advertising policies (see Attachment N).
 - a. The contractor shall not place on advertising spaces leased from the Transit Partners any advertisement which is obscene or libelous or which presents a clear and present danger of causing riot, disorder, or other immediate threat to public safety, peace, or order. World Wide Web addresses that directly link to any of the products or activities that are prohibited in the Advertising Policies described in Attachment N are not permissible.
 - b. In the event an advertisement is placed on or in a Transit Partners' vehicle which in the Transit Partner's opinion is obscene, libelous, creates a clear and present danger, then the Contractor shall remove immediately any such advertising upon being notified in writing by the Transit Partner.
5. Contractor shall provide ad copy prior to installation of the signs. This should be provided for every contract, regardless of message content.

6. Advertising materials may become damaged, weathered, defaced or dangerous. Contractor shall ensure advertising materials maintain a high standard of appearance and safety.
7. Contractor may only use plastic devices to secure interior signage.
8. Transit displays are exposed to extremes in temperature, abrasion, and cleaning chemicals. Most signs are washed daily through automatic brushes. It is therefore required that exterior signs adhere to the following specifications. This will assure the maximum life of printing and avoid damage to buses when removing vinyl. Removable acrylic adhesive backing. 3M control TAC 160-30 or similar to be used on direct application.
9. When wrapping a bus, Contractor will ensure that the bus is returned to service within three (3) days, unless otherwise pre-approved by the particular Transit Partner for which the services are for.
10. Template: The contractor shall initially need to individually measure the exterior of the buses to create a design template for each wrap type and size. The templates will be used by the contractor for future use on that bus. Measurements and design templates are to account for variances in windows, window spacing, ventilation grills, and signal lights, access panels, safety signage, etc., that may vary from bus to bus. Note: Each template may vary by bus type.
11. Every effort should be made to preserve the RideKC brand on all vehicles. As ads are placed, it should either cover the whole name or preserve the whole name. For example, placement of ads should not allow "Ri" to be visible.
12. Design should account for variances in body surface and template should be used to ensure important elements of image or advertising copy is not cut off or otherwise interrupted because it was installed over an access panel, window, ventilation grill, or signal light.
13. Design must also ensure that identifying labels on the bus; for instance, vehicle numbers and/or the safety signage are left uncovered and/or are worked into the overall design of the bus.
14. The Contractor shall provide the appropriate Maintenance Managers with a list of buses for which advertising needs to be installed and/or removed. This list shall be provided to the Maintenance Manager from each Transit Partner facility at least 24 hours in advance of the desired day when installation and/or removal is to be performed.
15. The contractor shall deliver, install, and remove materials within the three garages in the designated area.
16. The contractor shall make contact with the Transit Partner's Maintenance Supervisor-on-Duty at the particular transit partner facility whenever entering or exiting the facilities.
17. Garage areas that the contractor is providing services in must be kept clean. Waste materials from installation must be collected and removed by the contractor.
18. While within the facilities, the contractor shall follow the instructions of Transit Partner personnel.

19. The Transit Partner staff shall provide inspection of installed/removed advertising within 3-5 business days. Any work that does not pass inspection must be corrected by the contractor, at no additional cost to the Transit Partners, within seven (7) calendar days of being notified of substandard work.
20. Bus number, safety stickers, exterior signage and labels, and various sections of the bus (e.g., front curbside/driver's window, emergency exits, etc.) must be clearly visible from the outside and unobstructed by the wrap ads.
21. The contractor should direct questions about installation/removal to the appropriate Transit Partner's Maintenance Manager and/or the Maintenance Supervisor-on-Duty.
22. The contractor shall take a picture of the completed installation/removal and submit pictures to the appropriate Transit Partner's Maintenance Manager and/or the Maintenance Supervisor-on-Duty.
23. The contractor shall be responsible for returning bus to its original condition, with reasonable wear and tear exempted, when any display advertisements are removed.
24. Damage to the paint surface caused by the application or removal of advertisements is not considered reasonable wear and tear. The contractor shall be responsible for the cost of any damages to the transit bus, with reasonable consideration resulting from their installation and/or removal work. The KCATA shall take into consideration that the utilization of pre-approved materials on buses may still result in some damages to the buses, and therefore shall work in partnership with the contractor to rectify potential problems thereby reducing the cost liability to the contractor by a mutually agreed to amount.
25. Payment for paint and/or body damage will be invoiced to the contractor, due and payable net 30 days from receipt of invoice or may be deducted from any balances owed.
26. Hiding paint damage shall be grounds for termination of services.

2.3 Audio Advertising Additional Scope of Services

1. The contractor shall be the exclusive agent for KCATA for the sale of on-board audio advertising on KCATA buses. Currently, Audio Advertisements are not yet available for Johnson County and Unified Government Transit. The advertisements should be played utilizing the annunciator system inside KCATA buses. Location-based advertisements should be based on location provided by the vehicles on board Automated Vehicle Locator system. KCATA's annunciator system and Automated Vehicle Locator system are provided by Trapeze Group.
2. The contractor will, at its expense, provide for all testing of the audio advertising product on buses, produce all audio advertising and provide the commercials in the proper format in order to upload onto buses. KCATA reserves the right to use its employees for production. If KCATA employees are used, contractor will reimburse KCATA for all time incurred to upload the audio commercials onto KCATA buses.

3. Uploading of audio commercials is the responsibility of the contractor.
4. All audio commercial testing should be completed before audio commercials are uploaded to the entire fleet.
5. Audio advertising must integrate with KCATA's Continental Transit Master System.
6. Location-based and time-based advertising shall be offered for sale to organizations who are interested in placing audio advertising on KCATA buses.
7. The contractor shall perform all duties necessary to sell location-based or time-based advertising to organizations who are interested in placing audio advertisements on KCATA buses.
8. The contractor shall make inventory available for KCATA's use for in-house messaging and public service announcements according to terms proposed and accepted as part of this procurement process.
9. The Contractor, if they are not the successful bidder for Print Advertising, shall cooperate and coordinate marketing with the contractor for Print Advertising. Contractor shall coordinate all marketing and sales activities with the Print Advertising contractor to the fullest extent possible as to not negatively impact operations or KCATA's overall transit advertising revenue.
10. The Contractor shall pay KCATA the agreed upon Revenue Share Percentage (RSP).
11. Periodically (e.g., at least twice a year), the Contractor shall assess audio advertising to determine the following:
 - a. Customer and operator attitudes and acceptance
 - b. Technical performance of recorded messages
 - c. Accuracy of location-based playback relative to GPS locations
12. Integration with Current Announcements: The location-based and time-based announcements must not interfere with current pre-programmed announcements. These currently include:
 - a. Location of major intersections and bus stop location.
 - b. Driver announcement of specific stops, when requested.
 - c. KCATA in-house messaging.
 - d. KCATA approved audio PSA's.
 - e. The cessation of audio messaging when a stop is requested.
13. Additional Requirements and Restrictions: KCATA has approximately 5000 bus stops available for location-based advertising. The following are specific requirements concerning location-based advertising:
 - a. Audio advertising may only be done on KCATA's fixed route vehicles.
 - b. Availability for time-based advertising shall be as follows:
 - 1) Morning prime time: 6:00 a.m. to 9:00 a.m.
 - 2) Evening prime time 4:00 p.m. to 7:00 p.m.
 - c. The number of ads that can be played on KCATA vehicles and spacing of those ads shall be determined in consultation with KCATA's Marketing & Communications Manager.

2.4 East Village Transit Center Advertising

KCATA is interested in advertising at the East Village Transit Center. Bidders are therefore asked to provide proposed types, formats, and revenue potential for this purpose. This can include naming rights for the building. On average 15,000 people go through the station each weekday. This terminal currently houses 20 buses every 30 minutes.

2.5 Digital Display Advertising

1. **Additional Requirements** and Restrictions: KCATA has approximately 5000 bus stops available for location-based advertising. The following are specific requirements:
 - a. The contractor will sell advertising space to commercial advertisers who would advertise on digital displays and digital kiosks at East Village Transit Center, Three Trails Transit Center and along the Prospect Max route. The contractor will be responsible for maintenance of the kiosks and make timely repairs and report the repair status to KCATA.
 - b. Types of displays to be sold and displayed by the successful proposer include;
Digital platform screens – Three Trails Transit Center & East Village Transit Center
Interactive Kiosk screens – Prospect Max route ((approximately 40 kiosks))
Large Format Video Wall Display – East Village transit Center. The monitor specs are as follows: 4K Smart LED TV, 84.6” diagonal size, 16:9 aspect ratio monitor.
 - c. All additional digital displays installed by the KCATA at bus stations will be included under this contract.
 - Digital displays will be used for advertising approximately 60% of the time.
 - KCATA will use the digital screens 40% of the time, KCATA content may include arrival, departure information, special project recognition, system status and customer alerts. KCATA will be able to use 100% of the space on the digital displays in an emergency.
 - Provide all unsold advertising space to KCATA for self-promotional advertising and co-promotional advertising purposes.
 - Post and remove all KCATA self-promotional and co-promotional advertising at no cost to KCATA or transit partners.
2. **Equipment Maintenance** - All equipment costs including installation, maintenance, repair, and replacement of digital displays will be the responsibility of the proposer.
3. **Technology Requirements** - provide, operate, and maintain a digital advertising software system that is compatible with and will operate on the KCATA’s digital signage system.

2.6 **Bus Shelter Advertising**

The Contractor will sell advertising space to commercial advertisers who would advertise on bus shelters and trash receptacles at throughout the KCATA transit system. The contractor will be responsible for maintenance of the advertising on the shelters and trash receptacles and make timely repairs and report the repair status to KCATA.

2.7 **Bike Share Advertising**

RideKC Bike customers are a mix of visitors and residents of the Kansas City area. Ninety (90) % of trips are made up of walk-up users who find the bikes using the app on the street, 10% of users are members who live locally and use the service regularly. 55% of users surveyed said they frequented a business due to its proximity to one of the RideKC Bike hub locations. Average user demographics tend to be educated, with an average annual income of \$75,000-99,000. The Contractor will sell advertising for one or more of the following concerning Bike Walk KC.

1. **On-bike signage.** Ad panels on 200 bikes. Various sized panels include bike basket panels with a front and two sides. Side panels measure 204mm wide by 126mm tall and the front panel measures 238mm wide by 108mm tall. Additional opportunities for creatively wrapping whole bikes.
2. **Monument signage at bike hubs.** Prominent signs in high traffic hubs where bikes are deployed. Some locations in unique and premier locations of the area such as Crown Center, Union Station, and The Plaza. Forty-one monument signs measure 28.5"x25" and have a 0.5" bleed around the edge.
3. **Hub location advertising.** The Bike Share system is currently deployed in both Missouri and Kansas, including the communities of Kansas City, MO; North Kansas City, MO; Kansas City, KS; Johnson County, KS; and Lenexa, KS. Fifty-plus high-profile hub locations provide a unique opportunity for third party advertising within the public right of way. Locations include Downtown, Power & Light District, T-Mobile Center, Crossroads Arts District, 18th & Vine Jazz District, Westport, Country Club Plaza, Brookside, Johnson County Arts and Heritage Center, and more.

**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 vendors may submit proposals until 2:00 p.m. CDT on November 1, 2021.** Proposals received after the time specified may not be considered for award.
- 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:
- D.

| | |
|-----------------|---|
| Name | Transit Bus Advertising Program Management |
| Number | G21-7035-34A |
| Site URL | https://kcata.sharepoint.com/sites/FTP/pro/tbapm/SitePages/Home.aspx |
| Bidder email | Bid_G21-7035-34A@kcata.org (Bid_G21-7035-34A@kcata.org) |
| Bidder Password | 5J\$VYsJ!j (Five - JULIET - Dollars - VICTOR - YANKEE - sierra - SIERRA - JULIET - Exclamation - juliet) |

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.

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

3.2 Reservations

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

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

3.3 Proposer's Responsibilities

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 Unbalanced Proposals

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

3.8 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, “days” shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA’s Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest 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.mwdbecom/>
- Missouri Office of Equal Opportunity Certified Vendors <https://apps1.mo.gov/MWBCertifiedFirms/>
- Kansas Department of Commerce Certified Vendors <http://mwbd.com/>

3. The following information applies to federally funded projects (as DBE and SBE) and non-federally funded projects (as MBE and WBE).

a. D/S/M/WBE Participation Credit. D/S/M/WBE firms may participate as Prime Contractors, Subcontractors or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:

1) The total contract dollar amount that a qualified D/S/M/WBE 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. Federal regulations require that DBE and SBE firms perform a minimum of thirty percent (30%) of the contract value.

- 2) The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified D/S/M/WBE; and
- 3) Subcontractor participation with a lower tier D/S/M/WBE subcontractor; and
- 4) Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified D/S/M/WBE. If the D/S/M/WBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.

b. NO CREDIT, however, will be given for the following:

- 1) Participation in a contract by a D/S/M/WBE 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 D/S/M/WBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified D/S/M/WBE; and
- 3) Materials and supplies used on the contract unless the D/S/M/WBE 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 D/S/M/WBE in a scope of work other than that in which the D/S/M/WBE is currently certified.

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

- 1) **Termination Only for Cause.** Once the contract has been awarded; Contractor may not terminate a D/S/M/WBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a D/S/M/WBE subcontractor with its own forces or those of an affiliate, a non-D/S/M/WBE firm, or with another D/S/M/WBE firm.

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

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

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Format

- A. The intent of the RFP is to encourage submittals that clearly communicate the firms' 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 services and scope cited. Including extra marketing materials and publications is discouraged.
- B. The Volumes are to be attached separately with one electronic submission. Each Volume shall have the RFP number and name, the Offeror's identity, volume number and title.
- C. Volumes shall be submitted in the following order:
 - 1. **Volume I: Revenue Proposal**
 - 2. **Volume II Technical Proposal**
 - 3. **Volume III: Contractual** – signed submittal as specified in Section 4.4 below and in Attachment B, "Proposal Checklist."
- D. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.

4.2 Volume I – Revenue Proposal

- A. Proposers are asked to submit a Revenue Proposal (Attachment D) that details the revenue amounts and/or percentage rates necessary to meet the requirements of the RFP.
- B. The Revenue Proposal shall be submitted separate. No revenue information is to be included in the Technical Proposal.

4.3 Volume II – Technical Proposal

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

5. Key Personnel Experience and Qualifications for Both Print & Audio Advertising Providers

- a. The evaluation will be based upon the firm's past experience on similar projects. This also includes the technical qualifications and work experience of key personnel assigned to work with KCATA staff.
- b. Provide a description of the firm's experience and state how long the firm has provided the type of bus advertising contained in the scope of services.
- c. Summarize the qualifications of your firm, the proposed key team members servicing the account if awarded the contract and proposed subcontractors, including printers who would produce the advertising art and firms that would do any application of vinyl on the buses. This description should include the length of service with the firm or previous partnership experiences working on similar projects together, and the qualifications and experience of any sub-contractor staff on your project team. Include an organization chart of the proposed staff available and the designated project manager/lead.
- d. Provide resumes (please limit to no more than two (2) pages per individual) for the proposed Principal-In-Charge, Project Manager, and all personnel considered vital to provide the deliverables specified. Include this information for each sub-consultant.
- e. References. Provide a list of three (3) current references and/or accounts which best illustrate qualifications relevant to this RFP. The offeror should describe how this project experience is relevant and similar to the scope of services described in this RFP. For each of the accounts the references should include:
 - Name of Company
 - A brief summary of project and type of services performed
 - Contact information for a person that can speak to the work performed to include name, title, telephone number and email address
 - Start/completion dates of project

6. Start-Up Plan/Service Delivery Program Management Plan

- a. The evaluation will be based upon how the firm will manage their responsibilities, manage subcontractors/partners (if any), schedule the work to be performed and work with KCATA personnel. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule. Provide a detailed discussion of your firm's approach for the successful implementation of this program. Include thorough discussion of methodologies you believe are essential to start up.
- b. Provide a detailed discussion of your firm's approach to the successful ongoing operation of this program. Include thorough discussions of methodologies you believe are essential to program management and control, cost control, revenue generation, and successful operations. Discuss Kansas City advertising market and how it relates to local, regional, and national advertising potential.

- c. The description should demonstrate:
 - 1) a complete and realistic plan to maximize transit revenue over the term of the contract; and
 - 2) The ability of the offeror to deliver the proposed revenue based on the quality and level of staff and management devoted to the project, the start-up plan and operating plan.
 - 3) Describe the methods your staff will use to produce and deliver advertising products for installation on the Transit Partners' vehicles and bus shelters.
 - 4) Describe the methods your firm will use to track when advertising should be removed.
 - 5) Describe the methods that will be used to install advertisements on the Transit Partners' vehicles and shelters.
 - 6) Describe the methods used to remove advertising from transit vehicles.
- d. Identify any responsibilities of KCATA/Transit Partner staff and assumptions in the provision of the scope of products/services.
- e. Print Advertising: The proposal should provide information that represents the firm's ability to meet the varied advertising sales, production, installation, and removal requirements.
- f. Audio Advertising: The proposal should provide information that represents the firm's ability to meet the varied advertising, research and testing, production, and delivery of audio advertisements.
- g. Detail any plans or services the proposer will provide that are not specifically required in this RFP.
- h. Considering your firm's current and projected workload, indicate your capacity to perform the work, if awarded the contract. The offeror should provide information that documents the depth (#) of resources (i.e., financial, supplies, equipment, facilities, infrastructure, human resources, partnerships, etc.) to ensure completion of all RFP requirements.

7. Revenue

- a. Print Advertising: The evaluation will be based upon the proposed Annual Guaranteed Minimum Payment (GMP) with a Revenue Share Percentage (RSP) for all revenues that exceed the minimum guaranteed payment.

Audio Advertising: The evaluation will be based on the Revenue Share Percentage with the KCATA. Audio advertising is not yet possible with Johnson County and Unified Government Transit.

- b. The KCATA, Independence, Unified Government and Johnson County are seeking to maximize revenues. Proposers need to include a revenue sharing plan that details the annual revenue guarantee which would be paid to the KCATA during each contract year (hereinafter referred to as a "Minimum Guaranteed Payment") and a proposed percentage of net revenues due to the Transit Partners once the

Minimum Guaranteed Payment has been exceeded (hereinafter referred to as a "Revenue Share"). Refer to Attachment K.

- Currently the MAX Bus Rapid Transits (BRT) do not allow for advertisements; however, there is a potential in the future timeframe of the resulting contract, where the MAX BRTs would be available for bus advertising on these premiere routes. In Attachment K, on the Optional Revenue table, please depict the revenue effects of adding MAX BRTs to the advertising pool.

c. KCATA will evaluate the revenue proposals for reasonableness, completeness, and realistic as appropriate. The offeror should provide details, the processes involved, that demonstrate their knowledge of the transit bus advertising market and how the MGP is considered a feasible, realistic attainment.

d. The contractor's revenue compensation through its sale services must fully compensate the contractor for all items of labor, materials, and other costs necessary products/services to perform the contract. Any services or items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the scope of work though not directly specified in this RFP.

e. The Transit Partners are exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in the revenue proposal amounts. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

8. Exception and Omissions.

a. Exceptions.

- 1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- 2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. 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.

9. Subcontractor Utilization Plan.

a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number, and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Services to be performed on this project
- Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project
- Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

b. Include the following signed and dated certification statement:

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

4.4 Volume III – Contractual

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm’s most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors are not required.**
- B. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. **Proposer Status – Vendor Registration**
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 a 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.

D. **Forms Due with Proposals**

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.

4. Debarment

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

5. Lobbying

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

6. Federal Tax Liability and Recent Felony Convictions

- a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:

- 1) are delinquent in paying any federal tax liability;
 - 2) have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or
 - 3) have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.
- b. The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).
 - c. This certification is to also be completed by all subcontractors.
7. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

4.5 **Proposal Evaluation Criteria**

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

PRINT ADVERTISEMENT

| Evaluation Criteria | Evaluation Point Value |
|--|------------------------|
| Start-Up Plan/ Service Delivery Program Management Plan | 40 |
| Revenue <ul style="list-style-type: none"> • Minimum Guaranteed Payment (MGP) • Revenue Share Percentage (RSP) | 25 10 |
| Key Personnel Experience and Qualifications | 25 |
| TOTAL POINTS | 100 |

AUDIO ADVERTISEMENT

| Evaluation Criteria | Evaluation Point Value |
|---|------------------------|
| Start-Up Plan/ Service Delivery Program Management Plan | 40 |
| Revenue Share Percentage (RSP) | 35 |
| Key Personnel Experience and Qualifications | 25 |
| TOTAL POINTS | 100 |

4.6 **Presentations/Interviews/Written Responses**

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

4.7 **Firm Selection**

Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm. If negotiations are successful, the Evaluation Committee will recommend the best-qualified

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

4.8 Contract Award

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

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

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

Volume I: Revenue Proposal:

- One (1) electronic original and clearly marked as “Volume I – “Revenue Proposal”

Volume II: Technical Proposal:

- One (1) electronic original and clearly marked as “Volume II – Technical Proposal”

Volume III: Contractual (One set of originals):

- Attachment D Revenue Proposal Response Form
- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- Attachment H-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
- Attachment H-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
- Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
- Attachment J-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
- Attachment J-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
- Attachment K Letter of Intent to Subcontract with DBE Firms (only for DBE Subcontractors)
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)

**SAMPLE CONTRACT #G21-7035-34
TRANSIT BUS ADVERTISEMENT PROGRAM MANAGEMENT**

THIS CONTRACT (the “Contract”), made and entered into as of the 1st day of December 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, 64108 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 (“Bid”).

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated September 29, 2021 entitled “Transit Bus Advertising Program Management” (sometimes referred to as the “Project” or the “Work”), which is incorporated herein by reference. The Contractor hereby agrees to provide the Transit Bus Advertising Products and Services) as needed at the firm, fixed prices stated in the Appendix E 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 three (3) year(s), with two (2) one-year extension options beginning January 2022 and expiring on December 31, 2024 with two (2) one-year extension options. The materials to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the “contract term.”

4. REVENUE COMPENSATION PAYMENT

In return for said rights, the Contractor shall compensate the KCATA under the following conditions:

- A. Revenue Compensation Payment Schedule: The Payment Schedule under the Contract will require monthly payments, due to the KCATA by the 15th calendar day of each month.

| Contract Year | Annual Minimum Guaranteed Payment | Monthly Payment (1/12 of MGP) | Revenue Share Percentage |
|---|--|--------------------------------------|---------------------------------|
| 12/01/2021 – 11/30/2022 | \$ | \$ | % |
| 12/01/2022 – 11/30/2023 | \$ | \$ | % |
| 12/01/2023 – 11/30/2024 | \$ | \$ | % |
| 12/01/2024 – 11/30/2025 (Option Year #1) | \$ | \$ | % |
| 12/01/2025 – 11/30/2024 (Option Year #2) | \$ | \$ | % |

- B. Payment: By the fifteenth (15th) day of each month, the Contractor shall pay to KCATA 1/12th the Annual Minimum Guaranteed Payment amount. Under no circumstances shall the Contractor pay KCATA less than the MGP for the periods set forth above. By way of example, the payment made on December 15, 2022 will be for November 2022. In addition, if applicable, on the 15th day of each January, April, July, and October, the Contractor shall also pay to KCATA the difference between the GMP amounts for each quarter and the Shared Revenue Percentage of revenue due to KCATA based on gross billings. For example, on April 15^h, the Contractor would owe its usual monthly payment equal to 1/12 of the guaranteed minimum payment amount plus the amount by which KCATA's share of gross revenues for the first quarter exceeds the guaranteed payment amounts for the same quarter.
- C. Late Revenue Compensation Payments: Any late payment shall be subject to a penalty of 1.5 percent per month. A delinquency in payment of 30 days beyond the due date may be basis for immediate termination of the agreement, without any right cure.
- D. Submitting Revenue Payments: All revenue compensation payments shall be submitted to the KCATA's Finance Department as follows:

Kansas City Area Transportation Authority
Mr. Michael Graham, Senior Vice President Administration/CFO
1350 E. 17th Street
Kansas City, MO 64108
RE: Contract #21-7035-34

- E. Corrections: Revenue compensation payments requiring correction will be returned with a written description of the correction. Contractor shall make the necessary change(s) and resubmit. The KCATA and the Contractor must mutually agree upon any adjustments in revenue compensation.
- F. Monthly Sales Report: Contractor shall also submit to the KCATA's Finance Department the necessary sales reports in accordance with the reporting requirements described in Appendix B.
- G. Reconciliation Payment: On November 30th of each Contract Year, the Contractor shall provide a Reconciliation Report consisting of a reconciliation of the Annual Minimum Guarantee Payment and the Revenue Share Percentage amounts for the prior Contract Year together with a check for any overage due to the Transit Partners.
- H. Gross Billings: Gross Billings shall mean all revenue generated from the sale of space on Transit Partners vehicles less (i) any commission, not to exceed sixteen and two-thirds (16.67%) percent deducted by or paid or payable to advertising agencies or sales representatives other than the Contractor with respect to advertising placed by the Contractor through such agencies and (ii) labor charges for special services insofar as these charges represent only the recovery of costs. The Contractor shall provide KCATA with a monthly, detailed accounting of all such deductions.
- I. Uncollectible Accounts: Uncollectible accounts shall be the responsibility of the Contractor. The Transit Partners shall be entitled to its share of the Gross Billing form uncollectible accounts.
- J. Guarantee Adjustment: The Annual Minimum Guaranteed Payment is based on the fleet size existing at the date of execution of the agreement and will apply to all media forms and/or sign types. The Annual Guaranteed Payment may be adjusted down annually if and when the number of vehicles differs from the prior Contract Year's inventory number by fifteen percent (15%) or more, as long as the variance affects the available sign inventory (a "Fleet Decrease"). If an adjustment is to be made due to a Fleet Decrease, KCATA and the Contractor will reach agreement on the guarantee amount within fifteen (15) days of the beginning of a new contract year. That is, by November 15 of the affected year, the guarantee shall be agreed upon.

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; and
- D. Contractor’s Proposal/Statement of Services; and
- E. KCATA’s RFP and Scope of 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. KCATA Standard Contract Terms and Conditions; and
- Appendix B. KCATA’s Scope of Services; and
- Appendix D. Contractor’s Proposal/Statement of Work

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
Title

By _____
David Bower, Chairman of the Board

By _____
Joseph Peterson, Secretary of the Board

**APPENDIX A
CONTRACT TERMS AND CONDITIONS**

1. ACCEPTANCE OF MATERIALS AND SERVICES – NO RELEASE

Acceptance of any portion of the products, equipment, materials, or services prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, 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, equipment or materials and workmanship 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 products, services, equipment or materials and workmanship 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

- A. 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.
- B. **Piggyback.** The KCATA reserves the right to assign Options on this Contract to other transit operators. If assigned, a statement shall be issued from KCATA authorizing the option assignment which shall be sent to the Contractor and transit operator. A separate Contract or Purchase Order will be entered into between the transit operator and Contractor. KCATA will not be responsible for any contracts related to assigned options exercised; provided, however, KCATA shall not be relieved from any duties or responsibilities under this Contract except and to the extent such duties and responsibilities are assumed by the assignee transit operator under separate contract between the assignee transit operator and Contractor.

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

6. CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

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

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

10. CONTRACTOR'S PERSONNEL

All 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 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 and Workers' Compensation 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.

6. **Pollution**

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

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

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.

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.

26. 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 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. 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.

27. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any

applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

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

28. RIGHT TO OFFSET

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

29. SEAT BELT USE POLICY

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

30. SEVERABILITY

If any clause or provision of this Contract is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

31. SUBCONTRACTORS

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

E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including how 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
Continuity of Services
Contractor’s Personnel
Contractor’s Responsibility
Debarment and Suspension
Disadvantaged Business Enterprise (DBE)
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Environmental Regulations
Federal Changes
Federal Tax Liability and Convictions
Force Majeure
Fraud and False or Fraudulent Statements or Related Acts
General Provisions
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Inspection of Services
Insurance
Liability and Indemnification
Licensing, Laws and Regulations
Lobbying
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.

32. SUSPENSION OF WORK

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

33. 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 affected 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.

34. 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.

35. UNAVOIDABLE DELAYS

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

36. FTA REQUIRED CLAUSES

- A. **Changes to Federal Requirements.** Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (28) dated February 9, 2021), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
 - 1. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget

&U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

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

C. **Disadvantaged Business Enterprise (DBE).**

1. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 - e. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 - f. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 23.3 percent. **There is no DBE goal for this project.***
3. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
4. The Contractor may not substitute, remove, or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE

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

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

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

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

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

E. Environmental Regulations.

1. Clean Air. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
2. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The Contractor agrees to report and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office
3. Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

F. Federal Tax Liability and Recent Felony Convictions

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

G. Fraud and False or Fraudulent Statements or Related Acts.

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

- H. **Incorporation of Federal Transit Administration Terms.** The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.
- I. **Lobbying Restrictions.**
1. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
 2. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers).
- J. **Prohibition of Certain Telecommunications and Video Surveillance Equipment.** Contractor represents that it is and will be compliant at all times with 2 CFR § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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
REVENUE PROPOSAL RESPONSE FORM**

PRICING TABLE 1: REQUIRED PRICING

The proposer shall complete the following pricing table(s) and provide revenue amounts and/or percentage rates necessary to meet the requirements of the RFP. Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.

A. Print Advertising Revenue:

| YEAR | ANNUAL GUARANTEED MINIMUM PAYMENT (GMP) | REVENUE SHARE PERCENTAGE (RSP) WHEN GMP IS EXCEEDED |
|---------------|---|---|
| 1 | \$ | _____% |
| 2 | \$ | _____% |
| 3 | \$ | _____% |
| Option Year 1 | \$ | _____% |
| Option Year 2 | \$ | _____% |

B. Audio Advertising Revenue:

NOTE: Audio advertising is not yet possible for Johnson County and Unified Government Transit.

| YEAR | DESCRIPTION | PAYMENT TO KCATA |
|---------------|--------------------------|------------------|
| 1 | Revenue Share Percentage | _____% |
| 2 | Revenue Share Percentage | _____% |
| 3 | Revenue Share Percentage | _____% |
| Option Year 1 | Revenue Share Percentage | _____% |
| Option Year 2 | Revenue Share Percentage | _____% |

| | |
|------------------------------|--------|
| Company Name (Type / Print): | Date: |
| Authorized Signature: X | Title: |

PRICING TABLE 2: OPTIONAL REVENUE CONSIDERATIONS

The proposer may provide firm, fixed Revenue generating optional features/services, expansion options and/or enhancements for the proposed Bus Advertisement Management Program solution. Optional revenue generating components are not a guaranteed part of the final contract and shall only be accepted at the discretion of KCATA as need for such optional components permits.

| Description/Comments | YEAR | ADDITIONAL REVENUE ADDED TO THE GMP |
|---|---|-------------------------------------|
| Allowing the MAX Bus Rapid Transit (BRT) vehicles to include advertising space. Please clearly show how the addition of the MAX BRTs effects the Guaranteed Minimum Payment amount for each year of the contract. EXPLANATION/COMMENTS: | 1 | \$ |
| | 2 | \$ |
| | 3 | \$ |
| | Option Year 1 | \$ |
| | Option Year 2 | \$ |
| | (Other revenue generating transit advertising features/services/expansion options. Please describe and where appropriate provide pictures/graphics to illustrate the ad revenue component). | |
| | | |

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. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

E-mail address _____

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

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

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

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

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

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

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

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers

Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant's Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

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

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: _____

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Signature and Title of Authorized Official

Date

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

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

Executed this _____ day of _____, 20.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT J-1

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

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

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

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

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

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

Signature and Title of Authorized Official

Date

ATTACHMENT J-2

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

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

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

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

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

Signature and Title of Authorized Official

Date

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

Project Number _____

Project Title _____

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

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

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

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

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

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

**ATTACHMENT L
VENDOR LIST**

Ad Trend
Mike Dahir
12804 Maple Street
OP, KS 66209
913-485-5000
913-440-0720 fax
Mike.dahir@yahoo.com

CBS Outdoor
Paul Hiatt
2459 Summit
Kansas City, MO 64108
816-421-5720
816-421-7269 fax
Paul-hiatt@cbsoutdoor.com

Commuter Advertising
Russell Gottesman
714 Monument Ave, Suite 215
Dayton, OH 45402
937-531-6631
277-3942 fax
Rgottesman@commuter-advertising.com

Interspace Airport Advertising
Marianne Lieberman
4635 Crackersport Road
Allentown, PA 18104
800-628-6800
395-4450 fax
cbender@iaateam.com; eruhmel@iaateam.com

Round Town Media
Stacy Rudd
12616 Sandy Shore Road
Irving, TX 75063
913-538-7059
Roundtownmedia@kc.rr.com

Advertising Vehicles
Ken Black
10810 Kenwood Rd.,
Cincinnati, OH 45242
(513) 554-4700
KBlack@advertisingvehicles.com

Lynchpin Ideas, LLC
Laura Lynch
4550 Main Street, Suite 200
Kansas City, MO 64111
(816) 886-9414
laura@lynchpinideas.com

Lamar Advertising
Bob Fessler and Liam Campbell
7108 East 48th Terrace
Kansas City, MO 64129
816-924-5900
924-7771 fax
bfessler@lamar.com; lcampbell@lamar.com

Zuva Marketing
Mary Clark
5225 N Wayne Avenue
Kansas City, MO 64118
816-455-9494
816-455-5232 fax
mc@zuvamarketing.com

Titan Outdoor, LLC
Scott Goldsmith, Esq.
850 Third Avenue, 2nd Floor
New York, NY 10022
212-891-5688
212-644-2010 fax
scott.goldsmith@titan360.com

Direct Media USA
Peter Brown
72 Sharp Street Unit C-12
Hingham, MA 02043
781-337-3117
pbrown@directmediausa.com
mgeden@directmediausa.com

Houck Transit Advertising
4610 Milton Street North
Saint Paul, MN 55126
(800) 777-7290
Elisa@houckads.com

Phillips-West Public Relations LLC
4444 N. Belleview, Ste 200
Kansas City, MO 64116
(816) 241-1111
carrie.stapleton@phillips-west.com

Advantage Marketing, Inc
915 ½ W. Douglas Ave.
Wichita, KS 67213
(316) 729-0500
cori@admarkict.com

Novella Brandhouse Studio, LLC
Elizabeth McFadden
1627 Main Street, Suite 301
Kansas City, MO 64108
(816) 876-8969
elizabeth@novellabrandhouse.com

Venice Communications, Inc.
Jayne Siemens
5503 Noland Rad
Shawnee, KS 66216
(816) 289-1109
jsiemens@vencomm.com

Caprola Squad Inc.
800 Geyer Ave.
St. Louis, MO 63101
(314) 588-8900
info@caprolasquad.com

Sage Communications, LLC
1525 Locust St.
Kansas City, MO 64108
eric@sagebrandkc.com

E'Little Communications Group
Johnny Little
100 South 4th St, Suite 550
(314) 275-9155
jlittle@elittlecom.com

**ATTACHMENT M
FLEET DESCRIPTION**

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

| Qty. | <i>Large Bus - 40 ft. Make/Model</i> |
|-----------|--|
| 21 | GIL LOW FLOOR |
| 71 | CNG - GIL 40 LOW FLOOR |
| 92 | TOTAL |

**MAX BRT Bus - 40 ft.*

| | |
|-----------|---------------------------|
| 35 | BRT-GIL LOW FLOOR |
| 5 | BRT-GIL 40 LOW FLR HYBRID |
| 40 | TOTAL |

Small Bus - 29 ft.

| | |
|-----------|------------------------|
| 46 | GIL 29 Low Floor |
| 35 | CNG - GIL 29 Low Floor |
| 81 | TOTAL |

Metro Flex - 22 ft.

| | |
|-----------|----------------------|
| 2 | FORD ELKHART 450 |
| 13 | CNG – Ford Startrans |
| 15 | TOTAL |

228 GRAND TOTAL KCATA ACTIVE FLEET

UNIFIED GOVERNMENT (UG) TRANSIT FLEET

| Quantity | Description |
|----------|--|
| 10 | Ford Aerotech E450 25' Cutaway buses |
| 5 | Ford Aerotech 25' Cutaway buses |
| 2 | Ford E450 Glaval Universal 27' Cutaway buses |
| 5 | Ford Transit High Roof EL DRW |
| 2 | Ford Transit Medium Roof Short Length |
| 3 | Dodge Promaster Collins Low Floor 25' |

**27 TOTAL UNIFIED
GOVERNMENT FLEET**

INDEPENDENCE TRANSIT FLEET

| Quantity | Description |
|----------|-----------------------------------|
| 2 | Elkhart Coaches 23' Cutaway buses |
| 7 | Ford 550s 33' Transit buses |

9 TOTAL INDEPENDENCE FLEET

| | |
|------|--------------------------------------|
| 2015 | 2015 Gillig- 40' Passenger Coach |
| 2015 | 2015 Gillig- 40' Passenger Coach |
| 2015 | 2015 Gillig- 29' Passenger Coach |
| 2015 | 2015 Gillig- 29' Passenger Coach |
| 2018 | 2018 Gillig- 29' Passenger Coach |
| 2018 | 2018 Gillig- 29' Passenger Coach |
| 2018 | 2018 Gillig- 29' Passenger Coach |
| 2018 | 2018 Gillig- 29' CNG Passenger Coach |
| 2018 | 2018 Gillig- 29' CNG Passenger Coach |
| 2018 | 2018 Gillig- 29' CNG Passenger Coach |
| 2018 | 2018 Gillig- 29' CNG Passenger Coach |
| 2018 | 2018 Gillig- 29' CNG Passenger Coach |
| 2015 | Champion 24' CNG low-floor cutaways |
| 2015 | Champion 24' low-floor cutaways |
| 2015 | Champion 24' low-floor cutaways |
| 2016 | 2016 Ford/ElDorado Aerotech 220 |
| 2018 | 2018 Ford/StarTrans - TRANSIT |
| 2012 | 2012 MCI 45' OTR |
| 2013 | 2014 MCI 45' OTR |
| 2014 | 2015 MCI 45' OTR |
| 2016 | 2016 MCI 45' OTR |
| 2016 | 2016 MCI 45' OTR |

ATTACHMENT N ADVERTISING POLICIES

The following Advertising Policies are subject to change with additions and modification throughout the life of the resulting contract. In the provision and management of the Bus Advertising program required herein, the contractor shall adhere to these policies and accommodate any resulting additions or changes made to these policies that are in the best interests of the Transit Partners.

Transit Advertising Policy: The Transit Partners may allow commercial and public service advertising in the interior and exterior of its buses subject to these guidelines:

- A. Transit Partners will not display advertising copy that is false, misleading, or deceptive; KCATA will not allow advertising of an obscene or sexual nature;
- B. Transit Partners will not display advertising involving negative or personal attacks against individuals or organizations or which is contrary to existing laws or promoting illegal activity;
- C. Transit Partners will not accept political advertising or campaign advertisements of any type;
- D. Transit Partners will not accept advertisement copy dealing with alcohol, tobacco, or adult entertainment. Malt beverage logos may be displayed on transit signage that primarily promotes an eating establishment or event.
- E. Transit Partners will not accept advertisement copy dealing with religion.