



Request For Proposals (RFP) #G24-8006-21A

Legal Counsel for KCATA's Board of Commissioners

Date: February 28, 2023

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Legal Counsel for KCATA's Board of Commissioners

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is seeking proposals from qualified law firms to represent and provide counsel to the KCATA Board. It is expected that representation will begin no later than May 1, 2024. Outside Board Counsel will coordinate matters with the KCATA CEO, Staff and Director of Legal Services when appropriate and will report to the KCATA Board Chairperson.

Project Diversity Goal. This project is not funded by Federal Transportation Administration (FTA) grants and **no DBE participation goal** has been established for this project. However, certified DBE, SBE, MBE and WBE firms are encouraged to submit proposals as Prime Consultants, Subconsultants, or as a joint venture. See Section 3.11 for more information on KCATA's policy regarding the diversity program.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing *via email* to Laura Anderson at landerson@kcata.org. Please include the RFP project # in the Subject line. Questions and requests for clarifications will be received until **4:00 p.m. CT on Friday, March 6, 2024**. If required, KCATA's response to these submissions will be in the form of an Addendum and will be posted to the secure FTP website.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **by 2:00 p.m. on Friday, March 20, 2024**. See Section 3.2 for submittal instructions.

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 in the best interest of the KCATA.

Proposal Evaluation/Award. Following an initial review and screening of all timely, responsive and responsible proposals, qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to an 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 six (6) month contract term with two (2) one-year extension options is anticipated for award to the selected and approved Consultant(s) if negotiations are successful.

Restricted Communications and Conflicts of Interest

No person or entity submitting a proposal in response to this Request for Proposals 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 Consultant. 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 #G24-8006-21A

**Kansas City Area Transportation Authority (KCATA)
Legal Counsel for KCATA's Board of Commissioners**

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 Laura Anderson, Buyer for KCATA's Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via email at landerson@kcata.org or by facsimile at 816-346-0336.

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

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

- ___ 1. We do not wish to participate in the proposal process.
- ___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

- ___ 3. We do not feel we can be competitive.
- ___ 4. We do not provide the services referenced in this RFP.
- ___ 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	February 28, 2024
Questions, Comments and Requests for Clarifications Due to KCATA	March 6, 2024 4:00 PM Central Time
KCATA’s Response to Questions, Comments and Requests for Clarification	March 11, 2024
RFP Closing	March 20, 2024 2:00 PM Central Time
Interviews (Tentative and <u>as Required</u>)	March 25-29, 2024
Contract Award/Notice to Proceed	May 1, 2023

SECTION 2 SCOPE OF SERVICES

2.1 Introduction

- A. The Kansas City Area Transportation Authority (KCATA or Authority) is the regional transportation authority in the Kansas City metropolitan area. It was formed by a bistate compact in 1965 and has the authority to manage and operate transit services in both Kansas and Missouri. The compact gives KCATA responsibility for planning, constructing, owning, and operating passenger transportation systems and facilities within the seven-county Kansas City metropolitan area. These include the counties of Cass, Clay, Jackson, and Platte in Missouri, and Johnson, Leavenworth, and Wyandotte in Kansas. KCATA is governed by a 10-member Board of Commissioners -- five from the state of Kansas and five from the state of Missouri.
- B. KCATA directly operates fixed and traditional flex transit services, contracts for paratransit service, and manages services operated by others in the region (e.g., KCMO and the City of Independence). As the regional transit authority, KCATA also coordinates transit services operated by others including the downtown streetcar operated by the Kansas City Streetcar Authority, local transit services operated by the Unified Government of Wyandotte County/Kansas City, Kansas, and transit services in Johnson County, Kansas. Together, all transit services in the region are branded and integrated under the RideKC brand. KCATA's Board of Commissioners is headquartered at 1200 East 18th Street, Kansas City, Missouri.

2.2 Scope of Services

- A. The Kansas City Area Transportation Authority Board of Commissioners (KCATA Board or BOC) is seeking proposals from qualified law firms to represent and provide counsel to the KCATA Board. It is expected that representation will begin no later than May 1, 2024. Outside Board Counsel will coordinate matters with the KCATA CEO, Staff and Director of Legal Services when appropriate. Outside Board Counsel will report to the KCATA Board Chairperson.
- B. Firms are invited to submit a proposal on the following matters, but are not limited to:
 - 1. Attend KCATA Board Meetings when requested by Board Chairperson. For the purpose of a price proposal, assume 12 Board meetings annually. The matters and need for counsel at each meeting may fluctuate.
 - 2. Research and deliver opinions on Board matters, including the KCATA Board's rights and responsibilities under applicable federal, state, and local laws.
 - 3. Counsel may be requested to represent the KCATA Board when it's named as a party in a lawsuit before various trial and appellate courts, both state and federal; represent the KCATA Board before various administrative agencies of the States of Missouri and Kansas and the Federal Government.
 - 4. Review contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the KCATA Board.
 - 5. Support KCATA Board governance and employment matters related to KCATA CEO.
 - 6. Provide other legal advice/assistance as requested by the KCATA Board Chairperson.

2.3 Cost Control and Case Management

- A. To control costs and increase efficiency without sacrificing quality, KCATA has developed general guidelines to follow. Other guidelines may be established in specific work areas (Section 2.4).
- B. General Guidelines:
 - 1. **Authorization of Work.** The attorney shall not perform any work unless prior written authorization has

been received from KCATA Board Chairperson.

2. **Attorney Assignment.** Delegation of appropriate tasks to associates and paralegals is acceptable. However, the KCATA Board requires that a reasonable continuity in staffing be maintained. KCATA should not be billed for redundant file reviews and other activities needed to bring new staff members up to speed. Law firm shall not assign any attorney to work on KCATA Board matters unless the KCATA Board Chair has approved the attorney in advance. Upon request, the law firm should provide KCATA Board Chair with the name, profile/resume and hourly rate of each attorney or paralegal working on any matter in advance. KCATA Board Chair may request a change in attorney at any time for any reason, and if not immediately granted the contract will terminate.
3. **Initial Matter Assessment.** For any matter expected to exceed \$10,000 in legal fees, the law firm shall provide an oral or written assessment within 30 days of assignment, addressing the following:
 - Legal opinion as to strengths and weaknesses of case.
 - Litigation strategy, if applicable.
 - Outline of activities
 - Anticipated motions, and likelihood of success of such motions.
 - Exposure evaluation and recommended settlement amounts, if applicable.
 - Estimated budget covering anticipated legal costs and other expenses.
4. **Outside experts.** Expenses for an outside expert must be authorized by KCATA Board Chair in writing in advance of incurring any charges.
5. **Reporting.** Law firm shall forward copies of all relevant documents to KCATA Board Chair in a timely manner. The law firm should provide regular monthly reports at no additional cost concerning the progress of the matter/litigation/project and should include:
 - Notification of conference, mediation, trial, and deposition dates.
 - Summaries of interviews and depositions.
 - Summaries of important documents.
 - Status of the matter/case and activities still to be accomplished.
 - A column identifying any new activity on the matter.
6. **Matter/Case Closing.** At the conclusion of each matter/case, the law firm shall ensure that the signed original of all settlement documents and agreements, and a copy of all final disposition orders are delivered to the KCATA Board Chair.
7. Law firms will be expected to monitor actual expenditures in comparison with annual contract amounts, and not exceed contractual totals without a written contract amendment. Law firms should contact KCATA's designated Procurement staff before going over contract amounts for legal services.
8. Prior to accepting an assignment of work from the KCATA Board Chair, law firms must conduct an internal review to determine whether a potential conflict exists. Any such conflict, or potential conflict, must be divulged and examined.

C. **Invoicing Procedures**

1. **Invoice Date.** All invoices should be submitted to KCATA's Board Chair within 30 days following the end of the month in which the services were rendered, or expenses incurred.
2. **Invoice Format.** Each invoice should cover only one matter/case and should provide a detailed description of services rendered in chronological order. KCATA's Board Chair will provide the Consultant with the appropriate billing code to be used for the matter. The detail must identify the attorney or staff member

providing the services, date of services, hours worked (in at least tenths of an hour), hourly rate, amount billed (rate times hours), and a detailed description of the services rendered. The following is an example of this format:

Date	Attorney	Description	Hours	Rate	Total
2/01/2022	A. Richards	Prepare interrogatories; phone conference	1	\$125.00	\$125.00

3. All eligible expenses incurred by the law firm must appear separately from the legal fees on the invoice. Supporting documentation for each expense item should be attached. Any item labeled “miscellaneous” will not be paid.
4. A monthly summary invoice must be provided with total fees and expenses and sent to the KCATA Board Chair.
5. **Reimbursable Expenses.**
 - a. Photocopies – all invoices must identify the applicable case or project, number of pages copied, and the charge per page for all copying cost charges. Copy charges are limited to the lower of \$0.10 per page for black/white copies and \$0.15 per page for color copies.
 - b. Postage – total postage or overnight mail services must have itemization. The law firm should use overnight mail or couriers only when absolutely necessary or requested by KCATA Board Chair. When KCATA Board Chair has allowed enough time for response, and the overnight delivery is a result of the law firm’s delay, overnight delivery will not be reimbursed.
 - c. KCATA Board’s Travel Policy for Consultants is included as Attachment C - All travel on KCATA Board’s behalf must be pre-approved in writing. Any airfare required will only be reimbursed at the coach fare. Lodging and meals required for out-of-town travel are to be reasonable and follow the same guidelines as those for KCATA staff.
6. **Non-Billable/Non-Reimbursable Activities.** It is expected that counsel will only charge KCATA Board for those activities that are necessary to protect KCATA Board interests. Invoices should not contain charges for such activities as:
 - a. Negotiating, reviewing, writing, or any service whereby counsel is representing the law firm’s interest, rather than KCATA Board interests, such as, but not limited to, the contract or contract amendments for legal services between KCATA Board and the law firm.
 - b. Preparation or review of invoices or resolving payment issues.
 - c. Reviewing or analyzing potential conflict issues.
 - d. Routine or elementary legal research of issues considered common knowledge by reasonably experienced local counsel (i.e., procedural issues, courts rules, etc.).
 - e. Reading, reviewing, researching, attending seminars, etc., on new laws to gain an understanding in order to continue providing competent services in that area of law, or for which the law firm provides such services to multiple clients. This disallowance does not apply when the new law or matter in question is specific to KCATA.
 - f. Time or expenses incurred due to staff changes or the departure of law firm resources.

2.4 KCATA's BOC Additional Billing Guidelines for Legal Services

A. Outside Counsel Engagement Billing Guidelines

1. These Guidelines are intended to communicate the requirements of KCATA Board of Commissioners ("BOC") with respect to outside counsel's handling of legal matters on behalf of KCATA Board of Commissioners. These Guidelines shall govern and form a part of any engagement of outside legal counsel by the KCATA Board of Commissioners, absent express agreement or instruction from KCATA Board to the contrary. The retained law firm shall provide a copy of these Guidelines to all attorneys, paralegals, legal assistants, and preparers of invoices assigned to any KCATA Board of Commissioner matter before work begins. KCATA's Board of Commissioners' primary objectives for retained outside counsel are to provide a creative, efficient, quality representation of KCATA Board of Commissioners. Outside counsel fees and expenses should accurately reflect the cost of the work necessary to provide the services for which outside counsel has been retained. Therefore, KCATA Board of Commissioners believe that the partnership developed through adherence to these Guidelines will assist in the achievement of these objectives. KCATA Board of Commissioners reserve the right to review and audit all fees and expenses submitted by outside counsel. This review includes the right to examine and to audit the corresponding legal file documentation. Fees or expenses not submitted in compliance with these Guidelines will not be considered for payment. Questions regarding these Guidelines should be directed to the KCATA Board of Commissioners. To the extent that any of the terms and conditions of these Guidelines conflict with previous billing guidelines, engagement letters or other agreements between you and KCATA, these Guidelines supersede all prior agreements or arrangements.
2. The KCATA Board Chairperson will be outside counsel's contact with KCATA BOC. You must copy the KCATA BOC Chairperson and Vice Chairperson on all correspondence that you direct to any other employees of KCATA.
3. We expect and encourage outside counsel to communicate frequently with the KCATA Board Chairperson on the matter(s) being handled. We expect prompt, timely responses to our inquiries and advance notice of all significant events in a case or matter. Outside counsel should communicate promptly on any significant developments in the assigned. While we rely on our outside counsel and their expertise, please note that you are not authorized to make substantive decisions, without the express written authorization of the KCATA BOC Chairperson. Outside counsel shall not contact KCATA employees, other than members of the KCATA legal Department without prior approval of the CEO.
4. All documents prepared by outside counsel for the BOC should be sent to the BOC Chairperson with ample time to allow for meaningful review (normally, a minimum of one week for major documents and non-urgent matters). Only in exceptional circumstances (for example, an emergency hearing) should the general counsel be given less than seventy-two (72) hours to review work product.
5. Copies of final or as-filed documents must be sent to the BOC Chairperson, as should copies of all substantive file memoranda. These memoranda should be sent in the form they exist for you and should not be finalized or polished for this purpose. They should be sent as soon as practicable after they are created or filed. Please send any materials (i.e. correspondence, documents to be reviewed spreadsheets, etc.) electronically via e-mail to the BOC Chairperson. Electronically transmitted final documents do not need to be followed by hard copies unless expressly requested by the general counsel.
6. No statement of work, RFP, e-mail, letter, or other communications from KCATA or the KCATA BOC imply that any particular matters, or indeed any matters at all, will be assigned to you. Generally, legal matters assigned to outside counsel (other than those of a very complex nature or requiring specialized expertise) should be handled by one attorney who may, when appropriate, be assisted by an associate or paralegal. If a matter requires simultaneous handling by more than one attorney, the firm must obtain prior approval from the general counsel. "Local" counsel, experts and other consultants may not be retained without our prior approval.

7. We generally request continuity in the lawyers who work on our matters, both in the course of a single representation and in subsequent representations, so that we may benefit from outside counsels' experience in working with us and on our issues. If staffing must be changed in the course of a matter, we do not expect to be charged for ten bringing a replacement up to speed.
8. The level of expertise of the persons from your firm working on an assignment must be appropriate to the complexity of the task. For example: Partners or associates should not bill for tasks that can be more economically performed by associates or paralegals (or at least should not bill at their regular rates) and the use of summer associates, interns or law clerks on any matter must be discussed with the general counsel. We expect the costs associated with the use of such personnel to be strictly scrutinized and tied directly to work assigned by KCATA BOC Chairperson.
9. Within ten (10) days of retention for a particular matter, outside counsel shall submit a legal plan of action for the transaction or litigation matter the "Case/Matter Plan" and a budget the "Case/Matter Budget" for that matter. The Case/Matter Plan and Case/Matter Budget shall be updated promptly as circumstances require. The Case/Matter Plan need not take a particular format but should contain an initial analysis of the transaction or lawsuit, identification of issues and objectives, development of a strategy, identification of required activities, target dates for completion and the projected cost for each phase. The Case/Matter Plan may be in letter or outline form. The Case/Matter Budget may be incorporated in the Case Plan or may be submitted separately in letter, outline, or spreadsheet form. KCATA BOC takes Case/Matters Plans and Case/Matter Budgets very seriously and expects outside counsel to stick to them unless deviation is discussed with the KCATA BOC Chairperson and approved. Consideration must be given to the balance between the efficiency a more experienced attorney at the firm brings to a given task or matter, and the advantages of having the task or matter performed by a more junior attorney or paralegal.

B. Fees, Expenses, and Billing Requirements.

1. Hourly Rates

- a. Hourly rates for other legal services offered by your firm must be agreed to in advance prior to undertaking a particular matter. In this contract, hourly rates have been agreed upon for the term of the contract for the automobile accident defense litigation.
- b. The implementation of any rate increase requires KCATA's BOC written consent. KCATA BOC will not honor unilateral rate increases that are not approved in advance.
- c. Where services are rendered on a basis other than hourly rates, a specific agreement must be included as part of the scope of work agreement between KCATA BOC and your firm.

2. Invoices

- a. Implicit in the submission of a statement for services rendered and out of pocket disbursements is the assurance of the billing partner that he or she has reviewed the bill and is satisfied that the services billed were effective and efficient and produced appropriate value for the dollars being billed.
- b. All invoices for expenses must have supporting documentation available for review upon our request. KCATA reserves the right to examine and audit books, records, other documents, and supporting material for the purpose of evaluating compliance with these Guidelines. All invoices must contain a detailed itemization by category, cost item, and date including detail for expenses.
- c. Time Entries must be recorded with specific detail, sufficient to understand what work was done, including the individual participants involved, the subject matter of a meeting or hearing, the purpose of the activity, etc. Each bill shall reflect entry of single-activity time records. All time must be billed in tenth-of-an-hour increments unless a pre-approved alternative fee arrangement is

applicable. Unless the KCATA BPOC approves different arrangements in writing, invoices should be submitted monthly, within thirty (30) days after the end of the month in which the services were rendered. Each invoice must provide a detail of the charges billed by each individual timekeeper showing:

- 1) 1) His or her identity as used on the invoice;
 - 2) b. His or her status (e.g., partner, associate, paralegal, etc.);
 - 3) His or her hourly rate;
 - 4) Total time billed by each timekeeper included on the invoice;
 - 5) Corresponding total dollar amount charged by each timekeeper;
 - 6) The specific date of service;
 - 7) A description of the work performed;
 - 8) The KCATA employee the work was provided for; and
 - 9) Discounts if applicable;
 - 10) Where more than one professional is involved in the same work project – such as writing a brief or attending a meeting or a deposition – the details in the invoice should make it clear why the other person or persons’ presence was necessary.
 - 11) Total fees and disbursements year-to-date on the matter as well as total fees and disbursements from the inception of the case to date should be included on each invoice.
 - 12) Block-billed time records (i.e., lumping several tasks together with a total for the time spent performing the tasks) are not acceptable and will be returned for further clarification. Block billed/daily time should be segregated by tasks with the time expended for each task defined clearly (e.g., telephone conference with opposing counsel (.3); prepare motion to dismiss (.7))
- d. KCATA BOC must approve each attorney assigned to work on KCATA BOC matters. If approved below no more than two (2) attorneys should work on a particular matter.
- e. Unless prior approval has been given, KCATA BOC will not pay for more than one representative of outside counsel at meetings, court appearances, hearings, depositions, etc. (revision needed – a few commented too aggressive).
- f. If intra-office conferences of outside counsel are required for effective representation (other than a brief conference to allocate work responsibilities), the detailed description in the billing statement must list all persons present and the subject matter. Ordinarily, unless specific prior approval has been given by KCATA BOC, billing for extended intra-office conferences is expected to be limited to a single charge for the time spent by the conference participant with the highest authorized billing rate.
- g. Estimates of fees and expenditures must be submitted to the KCATA BOC. Outside counsel are expected to work within the estimates submitted. If it is anticipated that the estimates will be exceeded, outside counsel will contact the in-house attorney to discuss and resolve the deviation.
- h. Outside counsel is expected to forward to KCATA BOC all memoranda of fact or law, correspondence, drafts and final forms of pleadings, and other work product pertaining to the matter for which outside counsel was engaged.
3. The KCATA BOC will not pay outside counsel for legal research billings, unless a scope and quote with a fixed fee is provided to the KCATA BOC Chairperson and approved in writing by the KCATA BOC Chairperson prior to any legal research is performed. In the event legal research is approved, the legal research entry should include a brief description of the issue researched, as well as names or citations of the digests, statutes, annotations, cases, journals, etc. reviewed (e.g., “Perform case analysis under Missouri and Kansas law regarding reasonable geographical scope for employee non-competition agreements”).

- j. Generic descriptions such as the following are not acceptable for billing purposes without further detail being provided: Attention to matter, Attention to file, Review case and issues, Conference with 'so and so', Review correspondence, Arrangement, Discovery, Trial preparation, Organize File, Meeting, Update strategy, Motion work, Work on project or case, Pleadings, Work on file, Prepare for meeting, Work on discovery, Receive/review documents, Research, Analysis, or any other non-descript activity.
 - k. Unless otherwise agreed, KCATA BOC will not be responsible for attorneys' fees, costs and expenses incurred more than ninety (90) days prior to the date of the invoice for said services. Our budgets are set for specific periods (usually from quarter to quarter and year to year), and matters may not be carried over from one budget period to another without prior written consent.
 - L. To the greatest extent possible, time and disbursement entries must be coded with the ABA-approved Uniform Task-Based Management System (UTBMS) task codes. Please visit the following ABA website for the complete code sets:
http://www.americanbar.org/groups/litigation/resources/uniform_task_based_management_system.html
3. **Non-Billable – KCATA BOC will not pay for.**
- a. Preparation of invoices or responses to billing inquiries and cover letters;
 - b. Interest on invoices;
 - c. Time spent reviewing or analyzing the law firm's conflicts issues, opening, or closing the file, or other administrative activities;
 - d. Overhead, including rent, conference rooms, equipment rentals, utilities, computer equipment, software, books, facsimiles, long distance telephone calls, non-express/non-overnight mail, computerized legal research, first class postage, office supplies, attorney meals, or secretarial services, photocopying that is not necessary for filing or service of documents in a matter (i.e. copies for convenience of counsel), non-attorney or non-paralegal staff (such as library or IT/data processing staff), and attorney or paralegal staff performing non-attorney or non-paralegal tasks (such as library or data processing);
 - e. Clerical work, including the retrieval and delivery of work product prepared for KCATA;
 - f. Charges directly related to the departure of a lawyer or paralegal, including startup work or higher rates for replacement personnel. Time devoted by an attorney to become familiar with a file due to a prior attorney leaving or joining outside counsel's firm must not be billed to the KCATA;
 - g. Research or any other work initially prepared for other files. Only the initial matter for which such research was actually performed may be charged. Any charge for the subsequent use of the research is limited to the time spent adapting and updating the research to the current matter;
 - h. "Markups" of any type above the actual cost to your firm;
 - i. Fees related to the preparation and filing of motions for extension of time, unless such motions are necessitated by the actions and/or omissions of KCATA;
 - j. Intra-office communications, such as conferences and telephone calls, unless such conferences & calls are for the purpose of formulating legal strategy and limited to no more than one conference every month, or as approved by the general counsel;

- k. Travel time or expenses for your use of out-of-town lawyers or paralegals for a local matter, even if your principal office is located out-of-town;
- l. Case management or litigation software or systems, including time spent creating databases, loading documents into such software/systems, or processing data for review by others, regardless of who performs such work;
- m. Unauthorized imaging services and costs related to discovery documents;
- n. Unauthorized creation of illustrative exhibits and other presentation materials;
- o. Standard minimum charges or “flat charges” (for example, “opening file,” “closing file,” “organization of file”);
- p. Secretarial or clerical overtime (unless occasioned by an emergency situation created by Company); charges for word processing, internet access or computer time (except actual charges for on-line computer research authorized under these Guidelines);
- q. Markups or administrative surcharges on supplies or services procured from third parties;
- r. Charges for photocopying or volume copying done by outside vendors;
- s. Charges for local meals, parking, or taxis;
- t. Temporary support personnel; and
- u. Courier service charges (i.e. messenger services, overnight delivery – FedEx, UPS, etc.).
- v. Inadequately described or “miscellaneous” expenses. All expenses, costs and disbursements must be itemized and reflect actual out-of-pocket costs with no mark-up or administrative fees. Costs listed as “miscellaneous” will not be paid.
- w. Preparation of routine letters in response to requests for audit information is considered an adjunct to the provision of legal services for KCATA and is not compensable.
- x. KCATA BOC will not pay any bills related to your conflicts of interest searches or investigations to ascertain whether you can enter into a SOW with the KCATA BOC.
- y. Fees submitted for any personnel who were not previously identified and approved by the KCATA BOC Chairperson will not be considered for payment.

4. Items Requiring Prior Approval – KCATA BOC will not pay for the following without prior approval.

- a. Prior to undertaking any major activity, including legal research of more than two (2) hours duration, outside counsel is expected to consult with KCATA BOC Chairperson responsible for the matter.
- b. Expenses lacking details, such as travel and itinerary information.
- c. Computerized legal research, such as Westlaw and Lexis subscriptions. Please be cognizant of the costs that you incur performing electronic research, as this provision will be enforced. You should utilize any cost-saving techniques available to you, such as free printing services, cost-effective research techniques (i.e., hourly v. transactional searches), reviewing legal authority off-line, and printing cases through free services, such as West Find & Print and other Internet resources.

- d. Digesting or otherwise preparing page and line summaries of depositions or other recorded testimony before trial is imminent.
- e. Excessive reworking or redrafting of pleadings, correspondence, legal memoranda, or other documents.
- f. Trial preparation undertaken when trial is not imminent.
- g. More than one attendee or participant at a deposition, trial, mediation, arbitration, hearing, court appearance, meeting with third parties and other similar or related events including conference calls, unless advance approval is given.
- h. Duplicated efforts.
- i. Motions and legal memoranda prepared outside of the initial Case Plan without approval.
- j. Activities that otherwise deviate from these Guidelines.
- k. KCATA BOC does not expect outside counsel to be required to travel outside of the Kansas City Metropolitan area. Travel within a fifty (50) mile radius (100 miles round trip) of the firm's office is considered local travel and is not reimbursable, unless otherwise agreed upon by the general counsel. However, KCATA BOC will only reimburse outside counsel for (i) reasonable travel expenses incurred provided that such expenses are incurred pursuant to KCATA's Travel Policy, (ii) supported by adequate documentation, (iii) outside counsel has first obtained the general counsel's prior written approval before incurring such expense. Outside counsel shall itemize travel expenses on the fee statements. KCATA BOC will reimburse only for coach or economy-class air fare. When selecting ground transportation and hotel accommodations, outside counsel should consider cost and ease of access to the business destination. Travel by personal automobile will be reimbursed at the rate per mile currently authorized as deductible by the Internal Revenue Service.
- l. Unless otherwise agreed, only outside counsel's time will be billable for in-firm conferences with other designated personnel.
- m. Multiple Attendees. Unless otherwise agreed, only one timekeeper will be reimbursed for attending trial, court appearances, meetings, depositions, witness interviews, inspections, and other functions. KCATA BOC does not expect to be billed for the training and development of less experienced personnel.
- n. Outside counsel should consult with the KCATA's BOC Chairperson before initiating and attending any depositions or meetings in the matter.
- o. Outside counsel should consult with the KCATA BOC Chairperson before undertaking any motions, no matter the perceived significance.
- p. Only the actual time spent in personalizing standardized pleadings, documents, or discovery responses should be billed, rather than the time originally spent drafting such standard language.
- q. Deposition transcript summaries should not be prepared without prior approval of the KCATA's BOC Chairperson.

- r. Any necessary information concerning any KCATA employee or department should be requested from the KCATA general counsel. KCATA will not compensate for outside research concerning such information without prior approval of the KCATA BOC Chairperson.
- s. No third-party vendor, expert, consultant, or other law firm may be engaged by outside counsel for services on any KCATA BOC matter unless outside counsel obtains the prior approval of the KCATA BOC Chairperson. Outside counsel must include in a proposal for any such third-party vendor: (a) a copy of the vendor agreement; (b) a list of the key personnel who would be providing services; (c) a description of the services to be performed; (d) curriculum vitae and fee schedule, and any other information reasonably requested by the KCATA BOC Chairperson, CEO, or general counsel. The KCATA BOC will, determine whether such charges—after review and approval by outside counsel —should either (a) be paid by outside counsel directly and then submitted for reimbursement by inclusion in outside counsel’s invoice for services, or (b) be forwarded by outside counsel separately to KCATA BOC for payment by KCATA directly to the third-party vendor. Outside counsel will be reimbursed for any approved outside vendor expenses it pays, provided outside counsel itemizes such expenses and includes the following to KCATA BOC: (a) the name of the vendor, (b) the date incurred, and (c) a specific description of the expense. Back-up documentation will be provided to KCATA BOC upon request. Outside counsel will obtain prior approval from the KCATA BOC Chairperson prior to incurring expenses for experts, consultants, investigators, temporary attorneys, outside paralegals, or other professional services. Bills from expert witnesses and consultants may be included with the statement of outside counsel or sent separately to the KCATA BOC. All such bills should follow these billing guidelines and include the person’s or firm’s tax identification number.

5. Pre-trial, Trial, and Post-Trial Reporting.

“BE BRIEF, BE BRIGHT, BE DONE”

These are words to live by when an attorney is preparing a pre-trial report as it should not be longer than 10 pages unless the case’s complexity warrants greater detail.

- a. Whenever a trial date is approaching, an attorney must provide a Pre-Trial Report to the claims professional. The Pre-Trial Report should be submitted to the claims professional preferably **60 days** before the scheduled start of trial. This provides the claims professional with an adequate opportunity to review all aspects of the litigation and to be prepared for the trial process. The Pre-Trial Report should contain the following information:
 - 1. Case Caption and venue and brief description of the venue and jury pool
 - 2. Name of opposing counsel and description of his/her litigation outcomes and/or expertise
 - 3. Name of judge and a description of his/her reputation
 - 4. Triable issues of fact and law – defenses, immunities if applicable, state cap if applicable
 - 5. Names of all witnesses and a short summary of expected testimony
 - 6. Names of experts and a short summary of expected testimony
 - 7. Damages sought and damages that are supported.
 - a) For all claims, please provide total amount of specials including but not limited to medical specials, lost wages, and future lost wages.
 - b) For all claims, please advise if plaintiff is entitled to recover plaintiff counsel fees and the amount you expect them to present and to recover for said fees and costs.
 - c) If this is an employment claim, please include plaintiff’s salary and whether they collected Unemployment Benefits. If they recovered Unemployment, please tell us if the payment is an Offset on damages.

- Motions to be argued before trial and chance to prevail. If denied, is an Interlocutory appeal available?
 - Projected costs of trial and expected length of trial
 - Probable outcome of trial and likely verdict range
 - A copy of the proposed Jury Charge/Verdict Form
 - Status of any settlement negotiations
 - Status of any Offer of Judgment and the amount
 - Proposed trial attendance by client/claims professional
 - Counsel's trial budget and the amount to be spent on experts.
- b. An attorney may include anything else in the Pre-Trial Report that would assist the claims professional in evaluating the significant aspects of the trial process and the potential trial outcomes.
- c. A pre-trial conference call will be scheduled with the claims professional, the attorney, and other claims personnel, such as the claims professional's manager or supervisor.
- d. Litigation items that require the claims professional's prior written approval include:
- Any stipulation to liability
 - Determination as to a Bench Trial vs. Jury Trial
 - Any appeal
- e. As part of the trial preparation process, a claims professional may require an attorney to present a summarized version of the case in order for the claims professional to have sufficient familiarity with the evidence to be presented at trial and the "themes" that will be developed.
- f. Should the case proceed to trial, a claims professional may attend. If not in attendance, daily verbal trial reports will be required to be provided by the attorney to the claims professional. At the claims professional's discretion daily email trial reports may also be requested.
- g. Post-trial reports should be completed by the attorney only upon the claims professional's written request. Approval must be indicated on the invoice including the name of the claims professional who gave approval.

3. **Case Status Reporting.**

CASE STATUS REPORT FOR KCATA CASES IN LITIGATION

CLAIMANT:

Claim #

DATE:

COURT CASE:

FEES & EXPENSES INCURRED: \$

PLAINTIFF'S ATTORNEY:

ATTORNEY & ASSIGNMENT DATE:

1. **Date, Time,**
2. **Description of Incident**

3. Describe **Injuries:**

4. Allegations:

5. List Specials: (Type & **Amount**)

6. **Status:** Describe what **needs** to be completed & timelines
Investigation:
Discovery:
7. **Settlement History (Demands & Offers):**

Settlement Value:

8. Exposure at Trial (Discuss Comparative Fault of all parties):

Trial Date:

Recommendation: Based on all aspects of the case, please comment on whether this is a case to settle or to take to trial. If you recommend settlement, what is your settlement range.

CLAIMANT:

Claim #

DATE:

COURT CASE:

FEES & EXPENSES INCURRED: \$

PLAINTIFF'S ATTORNEY:

ATTORNEY & ASSIGNMENT DATE:

6. **Date, Time,**

7. **Description of Incident**

8. Describe **Injuries:**

9. Allegations:

10. List Specials: (Type & Amount)

9. **Status:** Describe what **needs** to be completed & timelines

Investigation:

Discovery:

10. **Settlement History (Demands & Offers):**

Settlement Value:

11. Exposure at Trial (Discuss Comparative Fault of all parties):

Trial Date:

Recommendation: Based on all aspects of the case, please comment on whether this is a case to settle or to take to trial. If you recommend settlement, what is your settlement range.

Outside counsel agrees to comply with all reasonable requests for information and documents made by KCATA BOC including any member of KCATA's Executive staff or legal department. KCATA BOC fully reserves all rights to review all charges for services and expenses and decline to pay or to seek reductions and/or reimbursement with respect to charges that fail to comply with the requirements set forth herein, and which are not fully explained or documented by outside counsel after reasonable inquiry. The Guidelines may not be modified in any engagement agreement between the KCATA BOC and any outside counsel without the prior written approval of KCATA's BOC Chairperson or CEO and CFO. KCATA BOC reserves the right to modify its Guidelines, procedures, and requirements for outside counsel as may become appropriate in the future. We will advise you of any such changes or modifications as they arise.

**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,” “Consultant” and “Offer or” are also used interchangeably.
- B. 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 Laura Anderson at landerson@kcata.org by the indicated deadline. The subject line of electronic communication must reference the RFP number and title.
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- D. 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 Proposal Submissions

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 pm CT on Monday, March 20, 2024**. Proposals received after the time specified may not be considered for award.

- B. Proposers are asked to include a USB drive, without password protection, containing all proposal documents.

C. Proposal Delivery.

- 1. Firms shall submit one (1) copy of the full proposal via USPS, courier, or hand delivery to

Laura Anderson, Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

The outside package must include the RFP number and Project Title.

- 3. In person deliveries are to be made to KCATA’s Shipping/Receiving Department. Allow time for navigating through security and parking. Proposals delivered to other locations at KCATA may be considered late and non-responsive.

- D. Firms are to include a USB drive, **without password protection**, of the complete proposal.

- E. Proposals received via facsimile (fax), or electronic mail (email) will not be considered.

3.3 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 the RFP 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.

3.4 Proposer's Responsibilities

- A. By submitting a proposal, the Proposer represents that:
3. 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 and Kansas.
- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.5 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.

3.6 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.

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

3.8 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.

3.9 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
 3. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA's

Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

3.10 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 KCATA policy and 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.

3.11 Diverse Business Enterprise Requirements

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime consultants, joint ventures, or subconsultants.

- B. KCATA's diversity programs are subject to the requirements of 49 CFR Part 26, and it is KCATA's policy 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 DBEs in DOT assisted contracts;
 6. To promote the use of DBEs 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.
- C. Funding for projects under these contracts may be funded in part by the federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA)), or may be a combination of funds appropriated by the state, county, or city governments. *Federally funded projects will be subject to DBE and SBE requirements. For projects funded by other sources, MBE, WBE or SLBE requirements will apply.*
- D. There is no diversity goal set for this project.
- E. **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 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.
- F. **Recognized Certifications.**
1. Minority Owned Business Enterprises (MBEs), Woman Owned Business Enterprises (WBEs) and Small Local Business Enterprises (SLBEs). These programs apply to non-federally funded projects. MBE/WBE firms may participate as prime consultants, subconsultants, 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/>
 2. When appropriate, KCATA's projects may be set-aside for Small Business Enterprises or Small Local Business Enterprises.
- G. **Diverse Participation Credit.** Diverse firms may participate as Prime Consultants, Subconsultants, or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a qualified diverse Prime Consultant earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the Prime is currently certified and is a commercially useful function as defined by the Program.
2. The total contract dollar amount that a Prime Consultant has paid or is obligated to pay to a subconsultant that is a qualified diverse firm; and
3. Subconsultant participation with a lower tier diverse subconsultant; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Consultant to obtain supplies or goods from a supplier who is not a manufacturer and who is qualified as a diverse firm. If the diverse firm is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a diverse firm that does not perform a commercially useful function as defined by the Program; and
 - b. Any portion of the value of the contract that a diverse Subconsultant subcontracts back to the prime consultant or any other consultant who is not qualified as a diverse firm; and
 - c. Materials and supplies used on the contract, unless the diverse firm is responsible for negotiating the price, determining quality and quantity, ordering materials, installing (where applicable), and paying for the material itself; and
 - d. Work performed by a diverse firm in a scope of work other than that in which the firm is currently certified.
6. Good Faith Efforts. Failure to meet the contracted diversity participation commitment without documented evidence of good faith efforts may result in termination of the contract.
 - a. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 1. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal conferences, advertising, and/or written notices) the interest of all certified diverse firms who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the qualified firms to respond to the solicitation. The Proposer must determine with certainty if the firms are interested by taking appropriate steps to follow up on initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 2. Selecting portions of the work to be performed by diverse firms in order to increase the likelihood that the diversity goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate diversity participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
 3. Providing interested diverse firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 4. Negotiating in good faith with interested firms.

5. It is the Proposer's responsibility to make a portion of the work available to diverse subconsultant and suppliers and to select those portions of the work or material needs consistent with the available diverse subconsultant and suppliers, so as to facilitate diverse participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of diverse firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for diverse firms to perform the work.
 6. A Proposer using good business judgment would consider a number of factors in negotiating with subconsultants, include diverse subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using diverse firms is not in itself sufficient reason for a Proposer's failure to meet the contract diversity goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good-faith efforts. Prime consultants are not, however, required to accept higher quotes from diverse firms if the price difference is excessive or unreasonable.
 7. Not rejecting diverse firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
 8. Making efforts to assist any interested diverse firms in obtaining bonding, lines of credit, or insurance as required by the KCATA or consultant.
 9. Making efforts to assist interested diverse firms in obtaining necessary equipment, supplies, materials, or related assistance or services.
 10. Effectively using the services of available minority/women community organizations; minority/women consultant's groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of diverse firms.
 11. In determining if the Consultant did use good faith efforts in securing participation by qualified diverse firms, KCATA may request copies of each subconsultant's quote (diverse and non-diverse) in the event a non-diverse subconsultant was selected over a diverse for work on the contract.
7. **Request for Modification, Replacement or Termination of Project Participation by a Diverse Firm.** Consultant is responsible for meeting or exceeding the diversity commitment it has proposed for the project and as amended by any previously approved Request for Diversity Modification/Substitution. Any change orders or amendment modifying the amount Consultant is to be compensated will impact the amount of compensation due to the diverse firms for purposes of meeting or exceeding the Proposer commitment. Consultant shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the diversity commitment changes.
- a. Termination Only for Cause - Once the contract has been awarded; the Consultant may not terminate a diverse subconsultant without KCATA's prior written consent. This includes, but is not limited to, instances in which a consultant seeks to perform work originally designated for the diverse subconsultant with its own forces or those of an affiliate, a non-diverse firm, or with

another diverse firm.

b. Good Cause - Good cause includes the following circumstances:

1. The listed diverse subconsultant fails or refuses to execute a written contract; or
2. The listed diverse subconsultant 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 subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Consultant; or
3. The listed diverse subconsultant fails or refuses to meet the Prime Consultant's reasonable, nondiscriminatory bond requirements; or
4. The listed diverse subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness; or
5. The listed diverse subconsultant 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
6. The diverse subconsultant is not a responsible consultant; or
7. The listed diverse subconsultant voluntarily withdraws from the project and provides the Prime Consultant written notice of its withdrawal;
8. The listed subconsultant is ineligible to receive diversity credit for the type of work required;
9. The owner of the diverse firm dies or becomes disabled with the result that the listed consultant is unable to complete its work on the contract;
10. Other documented good cause that compels KCATA to terminate the diverse subconsultant. Provided, however, that the good cause does not exist if the Prime consultant seeks to terminate a diverse firm it relied upon to obtain the contract so that the Prime Consultant can self-perform the work for which the diverse consultant was engaged or so that the Prime Consultant can substitute another diverse or non-diverse consultant.

c. Before submitting its request to terminate or substitute a DBE consultant, the Prime Consultant must give notice in writing to the DBE subconsultant, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

4.1 Introduction

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 consultant services and scope cited. Including extra marketing materials and publications is discouraged.

4.2 Proposal Format

A. Volumes shall be submitted in the following order:

- Volume 1 -- Price Proposal
- Volume 2 -- Technical Proposal
- Volume 3 -- Contractual

B. Proposers shall submit each Volume as a separate document in .pdf format. Name each volume: G24-8006-21A – Company Name – Volume #.

C. **No Price Proposal information is to be included within Volumes 2 and 3** (with exception to the pricing in Attachment H, "Letter of Intent to Subcontract with Diverse Subcontractor" to be included in Volume 3. Volumes 2 and 3 are not shared with the evaluation team.

4.3 Additional Documents

A. A copy of this RFP, as well as supplemental documents referenced in this section, may be found on KCATA's FTP Site at

Project Name	Legal Counsel for KCATA's Board of Commissioners
Project Number	G24-8006-21A
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/lcfkbc/SitePages/Home.aspx
Bidder email	Bid_G24-8006-21A@kcata.org (Bid_G24-8006-21A@kcata.org)
Bidder Password	My-5_PgBbB (MIKE - yankee - Dash - Five - Underscore - PAPA - golf - BRAVO - bravo - BRAVO)

B. To access, use the Site URL provided. When prompted, 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 complete password is comprised of the highlighted portion above.

C. This site is not compatible with Firefox or Safari browsers.

4.4 Volume 1 – Price Proposal

A. Proposers are asked to submit a Price Proposal (Attachment C) that details all costs associated with the completion of the services as described in Section 2, "Scope of Services," including potential on-call services. Proposers should submit proposals with a fee structure that includes legal services fees consistent with most favored client status (billable rates should be no higher than the lowest rate billed to any client of the proposer).

- B. The Price Proposal shall include the following:
1. Hourly rates per employee assigned to KCATA's account. Provide fully loaded hourly rates for all attorneys and support staff that will be utilized for KCATA per the scope of services in this RFP. Include employee name and position. The rates provided shall be used for all contract terms (including option years).
 2. Proposers may provide supplemental pricing detailing cost saving options for legal services.
- C. The same information is to be provided for all subconsultants proposed.
- D. The Price Proposal(s) shall be submitted in a separate PDF. **No Price information is to be included in the Technical Proposal (Volume 2).**
- E. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C).

4.5 Volume 2 - 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)

Proposers may include the references and resume/background information as Appendices.

- 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. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subconsultant.

- b. Proposed working relationship among the proposing firms (e.g., prime, subconsultant), if applicable.
 - c. Name, title, address, telephone number and email address of the contact person for the project.
 - d. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as 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 subconsultants business, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national, and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in the RFP.
5. **Experience and Qualifications of Firm and Key Personnel.**
 - a. This section should demonstrate the Proposer's experience, skills, and qualifications of the key personnel in the areas of legal services requested in this RFP. Describe direct experience of Principal Attorney and all staff that will be assigned to KCATA's account. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
 - b. Provide resumes (please limit to no more than two (2) pages per individual) for the key personnel and discuss the unique qualifications these individuals bring to the account. Indicate whether each has worked for entities similar to KCATA and what is requested in the RFP. Provide a copy of the professional license held by each attorney assigned to KCATA's account.
 - c. References. Prime Consultant and each sub-consultant shall provide a minimum of three (3) references that positively demonstrate past performance and other technical skills, competencies, and experience related to the Scope of Services. 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 contract
 - d. Provide an organizational chart showing how the account will be staffed in all function areas. Indicate how the local staff will be supported by other regional and national staff and the reporting relationships between local staff and other firm management staff, if applicable.
6. **Exceptions and Omissions: to Sample Terms and Conditions.**
 - 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.

3. Proposers are asked to provide a redlined copy of the Sample Terms and Conditions (provided on the FTP site). **The document shall be in Word format and may be submitted as a separate document with proposal submittals.**

- b. Omissions. The Consultant will be responsible for providing all services/materials 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.

7. **Subconsultant Utilization Plan.**

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

8. **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.

4.6 **Volume 3 – Contractual**

A. **Proposer Status and Affirmative Action.**

1. All firms (prime consultants, subconsultants, , 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. Prime Consultants must complete the online Vendor Registration Questionnaire. Sub-consultants are encouraged to register to be included in notices of future solicitations.
 4. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
 5. For questions on these requirements, or for assistance in completing the forms, please contact Carla Mann, KCATA's Diversity, Equity, and Inclusion Specialist at (816) 346-0208 or via email at cmann@kcata.org.
- C. **Forms Due with Proposal Submission.** The following forms are required and must be provided as part of **Volume 3**. One original of each attachment is required. The forms are available on the FTP site.
1. **KCATA Affidavit of Civil Rights Compliance.** Consultants and subconsultants 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 subconsultants 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 subconsultants at all tiers.
 - e. This form is renewable annually.
 4. **Letter of Intent to Subcontract.** This letter is required for each MBE or WBE subconsultant that will be utilized on the project and must be signed by both the Prime and the Subconsultant.
 5. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, Proposer shall provide the "Receipt of Addenda" form that was issued with the solicitation.
 6. **Non-Collusion Affidavit** to be completed by Prime Consultant only.

4.7 Basis for Contract Award

- A. This is a “Best Value,” competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined, are more important than cost/price.
- B. KCATA may select, other than the lowest cost/price, a technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.
- D. If in its best interest, KCATA reserves the right to make an award to more than one Proposer.

4.8 Proposal Evaluation Criteria

- A. Proposals will be evaluated by a Selection Committee on the following criteria which are listed in descending order of importance:
 - 1. **Overview of Responding Firms.** The Overview section shall contain the following information:
 - a. A concise description of the Responding Firms including organizational structure, identification of principals, length of time in business, office locations and number of personnel.
 - b. Experience and depth of knowledge in areas of legal specialization required by the KCATA.
 - c. Success and experience in giving legal counsel to public sector clients.
 - d. Quality and value of any previous legal service work performed by the proposer in relation to the fees billed to the KCATA.
 - 2. **Overall Capability and Quality of the Proposing Firm.** Included in this evaluation are such matters as:
 - a. A statement as to why the responding firm (s) is qualified to undertake this project.
 - b. Number of clients for whom the firm provides legal services similar to those required by KCATA.
 - c. Overall size of legal and support staff; office location in relation to the KCATA’s headquarters; and other resources.
 - d. History of the firm, including growth, client retention, and briefings and updates provided to clients.
 - e. How responsive the firm will be to the changing needs of the KCATA and history of being responsible with other clients.
 - 3. **Qualifications of Proposing Firms.**
 - a. Provide proof of practicing license in the State of Missouri and Kansas and be in good standing.

1. Disclose all enforcement actions by professional licensing boards, courts or other bodies, or other matters which may reflect on respondent's professional qualifications. Describe any pending litigation or other factors that could adversely affect respondent's ability to perform the services.
 - b. Must have an excellent reputation in the legal community.
4. **Price Proposal.** Prices submitted by Proposer shall be evaluated on reasonableness, completeness, cost, and realism as appropriate.

4.9 Presentations/Interviews/Written Responses

Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interviews will be notified. Interviews will be held virtually through Microsoft Teams.

4.10 Firm Selection

- A. Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA's Executive Team for final authorization.
- B. If KCATA fails to reach an agreement with the top-ranked team, the KCATA may begin negotiations with the second ranked firm/team.

4.11 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.

These forms, in Word format, are located in the project FTP site, or can be obtained on KCATA's website by going to: http://www.kcata.org/about_kcata/entries/vendor_forms.

Volume 1: Price Proposal

- Attachment C, signed by an authorized representative of the Prime Proposer's firm

Volume 2: Technical Proposal

Volume 3: Contractual (One set of originals)

- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subconsultants)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subconsultants)
- Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Consultant)
- Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- Attachment H Letter of Intent to Subcontract between Prime and DBE Subconsultants only
- Attachment I Non-Collusion Affidavit
- Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2024, 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 _____ ("**Consultant**"), 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 Consultant agree as follows:

1. EMPLOYMENT OF Consultant.

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

2. SCOPE OF CONTRACT.

The Consultant shall provide the services consistent with the Request for Proposal (RFP) solicited by the KCATA, dated March __, 2024, entitled "Legal Counsel for KCATA's Board of Commissioners" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix C. The Consultant hereby agrees to provide the 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 services provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of six (6) months, with two (2) one-year extension options. The services to be performed shall commence upon receipt of a Notice to Proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

The KCATA shall pay the Consultant in current funds for the performance of the services (Appendix D to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Amendment" if applicable, as provided in this Contract. The consultant shall be paid for the work performed at the rates set out in the Consultant's Price Proposal (Appendix E). It is anticipated that the funds to be paid the Consultant under this contract shall not exceed the sum of _____ Dollars (\$_____).

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

5. ORDER OF PRECEDENCE

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

- A. Specific written amendments or modifications/change orders to the executed Contract;
- B. KCATA's Standard Terms and Conditions;
- C. Executed Contract and any attachments incorporated by reference
- D. Consultant's Proposal; 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 Consultant.

- Appendix A. Contract Terms and Conditions; and
- Appendix B. KCATA’s Travel Policy for Contractors; and
- Appendix C. Scope of Services from Request for Proposals; and
- Appendix D. Consultant’s Technical Proposal; and
- Appendix E. Consultant’s Price Proposal.

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.

**CONSULTANT’S NAME
(CONSULTANT)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Reginald Townsend
Chair, KCATA’s Board of Commissioners

By _____
Samantha Overman
Executive Assistant, Assistant Board Secretary

**KCATA'S STANDARD CONTRACT TERMS AND CONDITIONS
(APPENDIX A TO CONTRACT)**

1. ACCEPTANCE OF SERVICES—NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant 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 Consultant 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 Consultant 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 Consultant, make changes within the general scope of this Contract. No such changes shall be made by the Consultant 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 Consultant's

claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Consultant of the notification of change. Nothing in this clause shall excuse the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Consultant agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation

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

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONSULTANT'S PERSONNEL

All services required hereunder shall be performed by the Consultant 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 consultant'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 Consultant's proposal shall serve as the primary staff person(s) of consultants 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 Consultant to remove any personnel and or subconsultants for any cause provided such request for removal shall be documented in writing to consultant.

10. 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 Consultant. 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

11. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of contracts;

2. Create a level playing field on which diverse firms can compete fairly for contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
 4. Help remove barriers to the participation of diverse firms in contracts;
 5. To promote the use of diverse firms in all types of contracts and procurement activities; and
 6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.
- B. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.
- C. For this contract, no diversity goal has been established.
- D. The Consultant shall not discriminate on the basis of race, color, national origin or sexual orientation, or gender identity in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this Consultant. Failure by the Consultant 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 Consultant's signs with a subconsultant must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- E. The Consultant may not substitute, remove, or terminate a diverse subconsultant without KCATA's prior written consent. Written consent of termination may only be given if the Consultant has demonstrated good cause. Before submitting its request to terminate or substitute a diverse subconsultant, the Prime Consultant must give notice in writing to the diverse subconsultant, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Consultant must give the diverse subconsultant five days to respond to the Consultant's notice and advise KCATA and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
1. Good Cause. Good cause includes the following circumstances:
 - a. The listed diverse subconsultant fails or refuses to execute a written contract; or
 - b. The listed diverse subconsultant 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 subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Consultant; or
 - c. The listed diverse subconsultant fails or refuses to meet the Prime Consultant's reasonable, nondiscriminatory bond requirements; or
 - d. The listed diverse subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed diverse subconsultant 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 diverse subconsultant is not a responsible consultant; or

- g. The listed diverse subconsultant voluntarily withdraws from the project and provides the Prime Consultant written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive diverse credit for the type of work required;
 - i. A diverse owner dies or becomes disabled with the result that the listed DBE consultant is unable to complete its work on the contract;
 - j. Other documented good cause that compels KCATA to terminate the diverse subconsultant. Provided the good cause does not exist if the Prime consultant seeks to terminate a diverse firm it relied upon to obtain the contract so that the Prime Consultant can self-perform the work for which the diverse consultant was engaged or so that the Prime Consultant can substitute another diverse or non-diverse consultant.
2. Before submitting its request to terminate or substitute a diverse subconsultant, the Prime Consultant must give notice in writing to the diverse subconsultant, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Consultant must give the diverse firm five days to respond to the Prime Consultant's notice and advise the KCATA and the consultant of the reasons, if any, why it objects to the proposed termination of its subconsultant and why KCATA should not approve the Prime Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

12. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Consultant 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 consultant 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 consultant is required to obtain the same affirmation from all subconsultants at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

13. 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 Consultant'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 Consultant or KCATA. Consultant and KCATA shall use their best efforts to remove the cause of delay and resume work as soon as possible.
- B. If at any time, Consultant concludes that any of the Work hereunder will become subject to a delay beyond consultant's control, including but not limited to any of the aforementioned causes, consultant 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 consultant's knowledge and belief, the nature or foreseeable extent of such delay shall change. Consultant shall provide this written notice within five (5) business days of consultant'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, consultant 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.

14. 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 Consultant 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 Consultant'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 consultant'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. Consultant agrees this affirmative notification provision will apply to subconsultants and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

15. 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.

16. 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.

17. INDEPENDENT CONSULTANT

- A. The parties agree that the Consultant is an independent consultant under this Contract. Under no circumstance shall the Consultant 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 Consultant.
- B. The Consultant 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.

18. 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 Consultant'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 Consultant shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Consultant 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 Consultant shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Consultant 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 Consultant and any subconsultants 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)

Consultant 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 Consultant and any subconsultants. The policy(ies) shall include coverage for the Consultant's and subconsultants' 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 Consultant's activities, the KCATA, its commissioners, officers, and employees. The Consultant 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 Consultant and any subconsultants 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 Consultant shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Consultant 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 Consultant 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.

19. LIABILITY AND INDEMNIFICATION

A. **Consultant's Liability.** Consultant shall be liable for all damages to persons (including employees of consultant) or property of any type that may occur as a result of any act or omission by consultant, any subconsultants, or sub-subconsultant, their respective agents or anyone directly employed by any of them or anyone.

B. **Subrogation.** Consultant, its agents, and any subconsultant 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, Consultant 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 Consultant, subconsultants, 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. Consultant shall also indemnify, hold harmless and defend the KCATA for any consultant or subconsultant 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 Consultant, or anyone directly or indirectly employed by any of them, the subconsultant 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 Consultant, subconsultant, 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 consultant arising out of or resulting from the acts of the Consultant in performing work under this Contract, Consultant 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 Consultant, a subconsultant 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 Consultant 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 Consultant advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Consultant.

4. KCATA shall permit Consultant to participate in the defense of any such action or suit through counsel chosen by the Consultant, provided that all fees and expenses of such counsel shall be borne by Consultant. If KCATA permits Consultant to undertake, conduct and control the conduct and settlement of such action or suit, Consultant 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. Consultant 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.** Consultant, 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.

20. LICENSING, LAWS, AND REGULATIONS

- A. The Consultant 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 Consultant 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.

21. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Reginald Townsend, Chair of KCATA's Board of Commissioners, at (816) ___ - ___ or via email at _____.

- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Laura Anderson, Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Consultant: _____

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

22. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Consultant shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Consultant or in the possession of a subconsultant upon completion or termination of the work, and for which KCATA has reimbursed the consultant, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage, or destruction of or to such material.
- D. The Consultant may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Consultant has access or materials prepared by the Consultant shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Consultant as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Consultant under this Contract shall not be made available to any third party by the Consultant without the prior written consent of KCATA.

23. PRIVACY ACT REQUIREMENTS

- A. The Consultant agrees to comply with, and assures the compliance of its employees and subconsultants with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Consultant agrees to obtain the express consent of the KCATA and/or the Federal Government before the Consultant or its employees operates a system of records on behalf of the KCATA or Federal Government.
- B. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

- C. The Consultant agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Consultant agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Consultant shall be liable to each employee for loss of any private or personal information lost or left unsecure by consultant. Consultant shall not have any personal employee information for any reason outside of this contract.

24. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

25. PROHIBITED WEAPONS AND MATERIALS

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

- B. The Consultant 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 Consultant relating to its performance under this Contract.
- C. The Consultant 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. Invoices and attachments must be submitted as one pdf document. A copy may also be submitted to the Procurement representative. 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 internal Accounts Payable reference number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payments to subconsultants shall be itemized on the invoice, and a copy of the subconsultants' invoice(s) shall be included with the payment request.
- C. 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 Consultant. 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.
- D. 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. Consultant indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- E. **Subconsultant Payments.**
 - 1. **Prompt Payment.** The Consultant shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Consultant shall pay each DBE and non-DBE subconsultant 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 Consultant's receipt of payment from the Authority for work by that subconsultant.
 - 2. **Prompt Return of Retainage.** If retainage is withheld from subconsultants, the Consultant is required to return any retainage payment to its DBE and non-DBE subconsultants 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 subconsultant'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 Consultant shall certify on each payment request to the Authority that payment has been or will be made to all subconsultant. Lien waivers may be required for the Consultant and its subconsultants. The Consultant shall notify KCATA, on or before each payment request, of any situation in which scheduled subconsultant payments have not been made.

4. If a subconsultant alleges that the Consultant has failed to comply with this provision, the Consultant agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subconsultants are properly paid as set forth herein.
5. The Consultant agrees that the Authority may provide appropriate information to interested subconsultants who inquire about the status of Authority payments to the Consultant.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subconsultant 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 Consultant in connection with this Contract, or any other contract between Consultant and KCATA, any amounts owed by Consultant to KCATA, including amounts owed by consultant pursuant to Consultant's obligation to indemnify KCATA against third party claims arising out of Consultant's performance of work under this Contract.

29. SEAT BELT USE POLICY

Consultant 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. SUBCONSULTANT

- A. **Subconsultant Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subconsultants approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subconsultants must have the prior written approval of KCATA as set forth herein.
- B. The Consultant is responsible for managing and directing the work of the Subconsultants and for all actions of subconsultants performing work under this Contract. Any contact from Subconsultants to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subconsultant Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subconsultant 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 subconsultants violate or breach contract terms, including sanctions and penalties as may be appropriate.
 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 3. The following provisions if included in this Contract:

Acceptance of Services/Deliverables – No Release

ADA Access Requirements
Agreement in Entirety
Assignment
Bankruptcy
Breach of Contract; Remedies
Changes
Civil Rights
Conflicts of Interest
Consultant's Personnel
Dispute Resolution
Diverse Business Enterprise Requirements
Employee Eligibility Verification
Force Majeure
General Provisions
Governing Law: Choice of Judicial Forum
Headings
Independent Consultant
Insurance
Liability and Indemnification
Licensing, Laws, and Regulations
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Seat Belt Use Policy
Severability
Subconsultants
Suspension of Work
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays

- F. The Consultant will take such action with respect to any subconsultant 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 Consultant's written agreement with its subconsultants (DBE and non-DBE) to confirm that required federal contract clauses are included.
- H. KCATA may perform random audits and contact minority subconsultants to confirm the reported DBE participation.

32. SUSPENSION OF WORK

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

33. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in KCATA's best interest. The Consultant 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 Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Consultant fails to perform in the manner called for in the Contract, or if the Consultant fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Consultant 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 Consultant 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 Consultant 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 consultant. 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 Consultant 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 consultant 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 Consultant has any property in its possession or under its control belonging to KCATA, the Consultant 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 Consultant 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 Consultant 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 subconsultant 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 Consultant's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Consultant, the Consultant's suppliers or their agents, and was substantial and in fact caused the Consultant to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

- B. **Notification of Delays.** The Consultant shall notify the Director of Procurement as soon as the Consultant has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Consultant shall confirm such notice in writing, furnishing as much detail as is available.
- C. **Request for Extension.** The Consultant 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 Consultant and shall determine if the Consultant is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Consultant of its decision in writing.
- D. It is expressly understood and agreed that the Consultant 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 Consultant's delay was attributable to KCATA's non-performance of its duties herein.

Consultant'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 Revue Service.

**ATTACHMENT D
PRICE PROPOSAL**

Proposers are asked to provide pricing as follows. Proposers may provide additional sheets as needed.

HOURLY RATES FOR STAFF ASSIGNED. Hourly rates are fully loaded including overhead. Employee rates for Subconsultants shall be listed on a separate form that includes Company Name and is signed by an authorized representative of that company.

STAFF MEMBER	Six Months (Base Term) Hourly Rates	Option Year One Hourly Rates	Option Year Two Hourly Rates
Principal Attorney:			
Other Attorneys:			
Law Clerks:			
Paralegals:			
Other (Please List):			

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

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

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE
(To Be Completed by Prime and Subs)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

Affiant's Signature Date

Subscribed and sworn to me before this _____ day of _____, 2024.

Notary Public Signature Date

My Commission expires: _____

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

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

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 subconsultants 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 Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	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 _____, 2024, 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 _____, 2024.

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 _____, 2024, 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 _____, 2024.

Notary Public

My Commission expires: _____

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

ATTACHMENT H
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each MBE or WBE Subcontractor on Project)

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“Diverse 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 Diverse Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

DIVERSITY CERTIFICATION: _____ DBE _____ SBE _____ MBE _____ WBE _____ SLBE

CERTIFYING AGENCY(IES): _____

CERTIFIED CAPACITIES (NAICS): _____

Subcontractor to provide copies of current, valid certification(s) listing all eligible disciplines (NAICS).

Prime Contractor agrees to utilize Diverse Subcontractor in the capacities indicated herein, and 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: Subcontractor

Print Name

Print Name

Title

Date

Title

Date

**ATTACHMENT I
NON-COLLUSION AFFIDAVIT**

State of _____

County of _____

Name and Title of Person Signing

Proposer Name

The above-named individual being first duly sworn, deposes and says that he or she is an authorized representative of the above Proposer and that all statements made, and facts set out in this proposal for the above referenced project are true and correct and that the Proposer (firm, person, association, or corporation making the bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal in connection with such proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in or financially affiliated with, any other Proposer for the project.

By _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(is), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Subscribed and sworn to before me on this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

(Seal)