



REQUEST FOR PROPOSALS (RFP) #G25-6001-32A

PROVISION OF OPERATORS & SUPERVISORS UNIFORMS

Date: 10/23/2025

Contact: Andrew Campbell, Buyer

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Email: acampbell@kcata.org

**Request for Proposals (RFP) G25-6001-32A
Provision of Operators & Supervisors Uniforms**

The Kansas City Area Transportation Authority (KCATA) is seeking proposals from qualified firms to provide uniforms and accessories on an as-needed basis to its 350 full and part-time drivers and 30 supervisors who will be purchasing items throughout the year in accordance with the requirements and provisions stated herein.

The KCATA is a corporate body and political subdivision of the states of Missouri and Kansas. The authority employs approximately 780 employees, including bus operators, vehicle maintenance personnel, and facility maintenance personnel, as well as administrative and clerical staff. KCATA anticipates awarding a three (3) year contract with two (2) optional years.

Project Diversity Goal.

There is a NO Disadvantaged Business Enterprise (DBE) goal established for this project. DBE firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors. See Section 3.11 for more information on KCATA's policy regarding KCATA's Diversity Programs.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed via email only to Andrew Campbell at acampbell@kcata.org with the RFP number in the Subject line. Questions and requests for clarifications will be received until **2:00 p.m. Central Time on October 29, 2025**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central on November 12, 2025**. 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 the 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 1) preparation of a proposal; or 2) to procure or contract for services/materials. Proposer should 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.

Evaluation/Award. Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

Restricted Communications. 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 Contractor. Any such contact would be grounds for disqualification of the Proposer.

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

Request for Proposals (RFP) G25-6001-32A

Provision of Operators & Supervisors Uniforms

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 Andrew Campbell, Buyer, via email at acampbell@kcata.org. Include the Project Name in the subject line. This form may also be mailed to Procurement Department, 1350 East 17th Street, Kansas City, MO, 64108.

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 for which Proposals are requested.

____ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued	October 23, 2025
Questions, Comments and Requests for Clarifications Due to KCATA	October 29, 2025 2:00 p.m. Central Time
KCATA’s Response to Questions, Comments and Requests for Clarification	November 3, 2025
RFP Closing	November 12, 2025 2:00 p.m. Central Time
Interviews (Tentative and if required).....	November 17 through 25 , 2025
Contract Award/Notice to Proceed (Anticipated)	January 1, 2026

SECTION 2 SCOPE OF SERVICES

2.1. Background

The Kansas City Area Transportation Authority (KCATA) is seeking bids from qualified firms to provide uniforms and accessories on an as-needed basis to its 400 full and part-time drivers and 30 supervisors who will be purchasing items throughout the year in accordance with the requirements and provisions stated herein.

The KCATA is a corporate body and political subdivision of the states of Missouri and Kansas. The authority employs approximately 780 employees, including bus operators, vehicle maintenance personnel, and facility maintenance personnel, as well as administrative and clerical staff.

2.2. Term and Renewal Options

The contract will be three (3) years with two (2) options for renewal. Work in process prior to the expiration of the Agreement shall be completed and construed by KCATA to be within the "contract term."

2.3. Scope of Work/Services

1. It is the intent of the KCATA management to provide a uniform that operators and supervisors will take pride in wearing that reflects the KCATA's professionalism. It is important that the garments fit well, are comfortable and easy to care for. Employee satisfaction with the uniform is paramount.
2. KCATA allows the proposers the flexibility to submit the latest fashion and highest-quality garments available. For approved equals or substitutions to the uniforms specified, these must be vetted and pre-authorized for use by KCATA transportation management. Contact the buyer of record for assistance.
3. Operators and Supervisors wear the same uniform. As of August 2025, 400 operators and 30 supervisors are eligible for uniforms. This number will vary as new operators become eligible, operators retire, etc. Payment will be made only for garments ordered and received.
4. Contractor should separate and summarize invoices and submit them to KCATA monthly in the following categories: Drivers, Supervisors, Trainers, and Miscellaneous. Each summary shall list:
 - 1) the name of the KCATA employee;
 - 2) uniform pieces purchased;
 - 3) the date of the order;
 - 4) invoice number;
 - 5) total amount of order. Each summary shall also contain the same information for any credits issued during that month.

Failure of the vendor/uniform provider to separate and make legible and easily understood and trackable by finance personnel may result in delayed payment of invoices. Vendors are encouraged to work with KCATA to address the requirement prior to first invoice submission.

The KCATA will provide the contractor with a list of operators/supervisors/trainers (clients) eligible for *the uniform allowance at the beginning of the contract years. There will be additions to the list* throughout the year. Updates will be sent to the contractor in the form of email, fax or online portal.

It is essential for the contractor to track orders for each client and invoice KCATA only for items ordered by the client. Each client will have an annual allotment for his/her uniform allowance. Graduating students will have a smaller annual allowance, and the contractor will be notified by email, fax or online porthole upon graduation. The client may choose garments only from the approved list and in any combination not to exceed the annual allotment. If the client chooses to purchase additional items at their own expense, it is the contractor's responsibility to place a separate order for the additional items and collect any charges directly from the client. The client must sign for the

items received, and the KCATA will process all invoices for payment that have a signature from the client for the items being invoiced. Quality control and tracking are critical to the contractor because KCATA will only pay for the number and types of authorized items up to each client allotment.

2.4 Uniforms

The contractor shall make available the required uniform selections for KCATA employees. The contractor shall provide KCATA employees with one or both of the following options as a means of obtaining their selected uniform pieces:

- A. A local store location within a reasonable distance from RideKC's main headquarters;
- B. An online website portal established by the contractor specifically for KCATA employees.

Contractor shall make available required uniform selections in sizes Extra Small (XS) up to and including 7X. KCATA understands that specific sizes of uniform selections requested may be considered a "special order" and may require additional time to provide. Contractor shall notify KCATA of sizes considered "special order" and the estimated amount of time needed to complete orders containing those sizes.

The following uniform selections are representative of those items currently available to KCATA drivers, supervisors and trainers and are intended for reference only.

The following requirements pertain to both the Driver and Supervisor/Trainer uniform selections;

- ❖ Trousers – Navy Blue – first alteration at no charge to KCATA
 - a. With pleats- men's and women's
 - b. Without pleats – men's and women's
- ❖ Jacket – Navy Blue
 - a. Furnished patches must be sewn on the jacket sleeve one patch per jacket).
 - b. It must be available lined and unlined (Proposer may submit one man's and one woman's jacket with a zip-in zip-outlining.
 - c. All jackets should be available in regular and long
 - d. Pockets are important
- ❖ Shirts – (2) light blue – two pockets (Polo shirts are not required to have two pockets).
 - a. Women's shirts should have pockets.
 - b. Shirts should be buttoned down the front shirts and have buttons on the cuff
 - c. Men's – one long sleeve and one short sleeve
 - d. Women's – one long sleeve and one short sleeve
- ❖ Ties – (2) Four in-hand neckties

Standard Drivers Uniform

STYLE #	SHIRTS	Brand Name or Approved Equal
SH1734 LTB	Men's Long Sleeve Lt. Blue Dress Shirt w/ RideKC Logo	Elbeco
SH1924 LTB	Women's Long Sleeve Lt. Blue Dress Shirt w/ RideKC Logo	Elbeco
SH1735 LTB	Men's Short Sleeve Lt. Blue Dress Shirt w/ RideKC Logo	Elbeco
SH1736 LTB	Women's Short Sleeve Lt. Blue Dress Shirt w/ RideKC Logo	Elbeco
ST136 CHAR/COB/RED	Propper Short Sleeve Polo Shirt w/ RideKC Logo	Propper
ST283 CHAR/COB/RED	Propper Long Sleeve Polo Shirt w/ RideKC Logo	Propper
UN024 DKNV	Elbeco Adult Turtleneck w/ RideKC Logo	Elbeco
UN025 DKNV	Elbeco Adult Mock Turtleneck w/ RideKC Logo	Elbeco
ST462 DKNV	Blauer Adult Turtleneck Dickie w/ RideKC Logo	Blauer
SW036 DKNV	Blauer Adult Mock Turtleneck Dickie w/ RideKC Logo	Blauer
SW850 FNAV	5.11 Job Shirt w/ RideKC Logo Sizes XS - 2XL Navy	5.11
SW850 FNAV	5.11 Job Shirt w/ RideKC Logo Size 3XL Navy	5.11
SW850 FNAV	5.11 Job Shirt w/ RideKC Logo Sizes L - 5XL Tall Navy	5.11

STYLE #	TROUSERS	Brand Name or Approved Equal
TU034 NAV	Men's 75/25 Navy Pleated Trouser Navy	Edwards
TU317 DKNV/BLK	Men's Polyester Trouser Navy or Black	Blauer - this item is being phased out
TU804 DKNV/BLK	Women's Polyester Trouser Navy or Black	Blauer
TR975 DKNV/BLK	Men's Side Pocket Streetgear Pant Navy or Black	Blauer
TU320 DKNV/BLK	Women's Side Pocket Streetgear Pant Navy or Black	Blauer
STYLE #	TATJACKETS - TATTOO SLEEVE COVER	Brand Name or Approved Equal
UE682 BLK/BRN/TAN	IKE Jacket 9" Arm/Leg	TATJACKET
UN643 BLK/BRN/TAN	Full Sleeve 17"	Wesol Distribution
STYLE #	CAPS	Brand Name or Approved Equal
HD852 NAV	All Navy Blue Pershing Dress Cap	Keystone Uniform Cap Corp
HD439 BLK or DKNY	Solid Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HW106 BLK or DKNY	Mesh Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HW600 BLK or DKNY	Winter Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HD753 BLK or DKNY	Wool Baseball Cap w/ RideKc Logo - Price Included	Otto International
HA101 BLK	Knit Watch Cap - Add White RideKC Embroidery (\$6.00)	Blauer
HD166 BLK	Skull Cap - Add White RideKC Embroidery (\$6.00)	Blauer
HD700 DKNV	Blauer Winter Trooper Cap (Navy)	Blauer
HD700 BLK	Blauer Winter Trooper Cap (Black)	Blauer
STYLE #	Neckties	Brand Name or Approved Equal
UN256 NVSL	Bar Stripe Navy/Silver 4 in Hand Tie	Samuel Broome Uniform Accessories
UA686 NVSI	Ladies Bar Stripe Navy/Silver Crossover Tie	Samuel Broome Uniform Accessories
UN256 NVRD	Bar Stripe Navy/Red 4 in Hand Tie	Samuel Broome Uniform Accessories
UA521 NAV SHT	Ready Made Clip On Tie (Women's)	Samuel Broome Uniform Accessories
UA521 NAV REG	Ready Made Clip On Tie (Regular)	Samuel Broome Uniform Accessories
UA521 NAV LNG	Ready Made Clip On Tie (Long)	Samuel Broome Uniform Accessories
UN449 NAV XLN	Four in Hand Necktie	Samuel Broome Uniform Accessories

STYLE #	FOOTWEAR	Brand Name or Equivalent
FW441 BLK	Bates Men's High Gloss Durashock Oxford Shoe	Bates
FW074	Bates Women's High Gloss Durashock Oxford Shoe	Bates
FW574 BLK	Bates Men's Plain Black Oxford Dress Shoe	Bates
SP813	Bates Women's Plain Black Oxford Dress Shoe	Bates
FT054 BLK	Rubber Overshoe	Tingley Rubber Corporation
SP620	Bates Men's 5" Tactical Sport Boot	Bates
SP703 BLK	Bates Women's 5" Tactical Sport Boot	Bates
SP403	Bates Men's Tactical Side Zip Boot	Bates
SP404	Bates Women's Tactical Side Zip Boot	Bates
SP402	Bates Men's Tactical Boot	Bates
FW941	Original SWAT Chase Low Trainer	Original Swat Footwear CO
FX178 BLK	New Balance Men's Cross Trainer Tennis Shoe	New Balance
FX560 BLK	New Balance Women's Cross Trainer Tennis Shoe	New Balance
SP584 BLK	5.11 Tactical 6" Boot w/ No Side Zipper, Men's Sizing	5.11
FW138 BLK	5.11 Tactical 6" Boot w/ Side Zipper, Men's Sizing	5.11
FW339 BLK	5.11 Tactical 6" Boot w/ Side Zipper, Women's Sizing	5.11
FT137 BLK	Pro Feet Over the Calf Black Sock (One Pair)	Pro Feet
SP412 WHT/BLK	Pro Feet Three Pack White Socks	Pro Feet

STYLE #	OUTERWEAR	Brand Name or Approved Equal
JA909 DKNV	Horace Small Sentry Windbreaker w/ Liner	VF Imagewear Inc Horace
JA331 DKNV	5.11 Tactical Dark Navy 3-in-1 Parka	5.11
ZT520 NAV	Wooly Pully Sweater - No Embroidery/No Emblem	Cobmex
ZT823 NAV	Navy Zip Front Sweater - No Embroidery/No Emblem	Cobmex
SW023 NAV	Navy V-Neck Sweater - No Embroidery/No Emblem	Cobmex
ST574 NAV	Navy ZipFront Sleeveless Sweater Vest - No Emb./No Emblem	Cobmex
ST225 NAV	Navy V-Neck Sleeveless Sweater Vest - No Emb./No Emblem	Cobmex
ZX157 NAV	Neese Short Rain Jacket	Carolina Safety Sport Intl
ZW400 NAV	Neese Long Rain Coat	Carolina Safety Sport Intl
JC382 NAV	Windbreaker	Law Pro
SM573	Propper Full Zip Tech Sweater w/ RideKC Logo	Propper

STYLE #	MISCELLANEOUS ITEMS	Brand Name or Approved Equal
LP991 BLK PLN/PLBR	1 1/2" Plain Black Trousers Belt (Sizes 46 & up use 1511 No "T")	Dutyman Inc
LP334 BLK PLN	1 1/2" Plain Black Velcro Tip Belt	Dutyman Inc
LP970 BW NKL/BR	1 1/2" Basketweave Trousers Belt	Dutyman - transitional item
LP470 BLK BW	1 1/2" Basketweave Velcro Tip Belt	Dutyman In
GL089	Hatch Specialist Glove	Hatch
GV004	Hatch Lined Specialist Glove	Hatch
GL065	Hatch Resister Glove with Kevlar	Hatch
GL527 BLK	Hatch Leather Glove No Lining	Hatch
GL404 BLK	5.11 Tactical TacLite2 Glove	5.11

Standard Supervisor and Trainer Uniform

STYLE #	Trousers	Brand Name or Approved Equal
TR1306 BLK/NAV	Spiewak 6 Pocket Cargo Trousers (28-50)	Spiewak
TR1306 BLK/NAV	Spiewak 6 Pocket Cargo Trousers (52-54)	Spiewak
TR1306 BLK/NAV	Spiewak 6 Pocket Cargo Trousers (56-58)	Spiewak
TR1306 BLK/NAV	Spiewak 6 Pocket Cargo Trousers (60-62)	Spiewak
TR1306 BLK/NAV	Spiewak 6 Pocket Cargo Trousers (64-66)	Spiewak
TR908 BLK	5.11 Tactical Covert 2.0 Dress Pants	5.11

	Shirts	Brand Name or Approved Equal
SR157 WHT	Men's Short Sleeve White Dress Shirt	Edwards
SR158 WHT	Men's Long Sleeve White Dress Shirt	Edwards
SH855 WHT	Elbeco Mens Polyester Short Sleeve Dress Shirt	Elbeco
SH874 WHT	Elbeco Mens Polyester Long Sleeve Dress Shirt	Elbeco
SH1732 WHT	Short Sleeve Polo Shirt (White)	Sanmar
SH1737 WHT	Long Sleeve Polo Shirt (White)	Sanmar
SW439 WHT	5.11 White Unisex Short Sleeve Polo Shirt w/ RideKC Logo	5.11
SW456 WHT	5.11 White Unisex Long Sleeve Polo Shirt w/ RideKC Logo	5.11
SP597	**MUST HAVE APPROVAL W/ RAED** Danner Insul. Acadia	Danner Inc
SW2310	Propper Ice LS Polo Cobalt/Char/Red w/ RideKC Logo	Propper
SW2309	Propper Ice SS Polo Cobalt/Char/Red w/RideKC Logo	Propper
JA167 BLK/NAV	Spiewak Performance Soft Jacket w/ RideKC Logo (S-4XL)	Spiewak
JA167 BLK/NAV	Spiewak Performance Soft Jacket w/ RideKC Logo (5XL)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (14.5-17.5)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (18)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (19)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (20)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (21)	Spiewak
SR649 BLK/NAV	Spiewak LS Performance Dress Shirt w/ RideKC Logo (22)	Spiewak
SR648 BLK/NAV	Spiewak SS Performance Dress Shirt w/ RideKC Logo (S-XL)	Spiewak
SR648 BLK/NAV	Spiewak SS Performance Dress Shirt w/ RideKC Logo (2XL)	Spiewak
SR648 BLK/NAV	Spiewak SS Performance Dress Shirt w/ RideKC Logo (3XL)	Spiewak
SR648 BLK/NAV	Spiewak SS Performance Dress Shirt w/ RideKC Logo (4XL)	Spiewak
SR648 BLK/NAV	Spiewak SS Performance Dress Shirt w/ RideKC Logo (5XL)	Spiewak
STYLE #	TATJACKETS - TATTOO SLEEVE COVER	Brand Name or Approved Equal
UE682 BLK/BRN/TAN	IKE Jacket 9" Arm/Leg	TATJACKET
UN643 BLK/BRN/TAN	Full Sleeve 17"	Wesol Distribution

STYLE #	CAPS	Brand Name or Approved Equal
HD852 NAV	All Navy Blue Pershing Dress Cap	Keystone Uniform Cap Corp
HD439 BLK or DKNY	Solid Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HW106 BLK or DKNY	Mesh Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HW600 BLK or DKNY	Winter Baseball Cap - Add White RideKC Embroidery (\$6.00)	Otto International
HD753 BLK or DKNY	Wool Baseball Cap w/ RideKc Logo - Price Included	Otto International
HA101 BLK	Knit Watch Cap - Add White RideKC Embroidery (\$6.00)	Blauer
HD166 BLK	Skull Cap - Add White RideKC Embroidery (\$6.00)	Blauer
HD700 DKNV	Blauer Winter Trooper Cap (Navy)	Blauer
HD700 BLK	Blauer Winter Trooper Cap (Black)	Blauer

STYLE #	Neckties	Brand Name or Approved Equal
UN256 NVSL	Bar Stripe Navy/Silver 4 in Hand Tie	Samuel Broome Uniform Accessories
UA686 NVSI	Ladies Bar Stripe Navy/Silver Crossover Tie	Samuel Broome Uniform Accessories
UN256 NVRD	Bar Stripe Navy/Red 4 in Hand Tie	Samuel Broome Uniform Accessories
UA521 NAV SHT	Ready Made Clip On Tie (Women's)	Samuel Broome Uniform Accessories
UA521 NAV REG	Ready Made Clip On Tie (Regular)	Samuel Broome Uniform Accessories
UA521 NAV LNG	Ready Made Clip On Tie (Long)	Samuel Broome Uniform Accessories
UN449 NAV XLN	Four in Hand Necktie	Samuel Broome Uniform Accessories

STYLE #	FOOTWEAR	Brand Name or Equivalent
FW441 BLK	Bates Men's High Gloss Durashock Oxford Shoe	Bates
FW074	Bates Women's High Gloss Durashock Oxford Shoe	Bates
FW574 BLK	Bates Men's Plain Black Oxford Dress Shoe	Bates
SP813	Bates Women's Plain Black Oxford Dress Shoe	Bates
FT054 BLK	Rubber Overshoe	Tingley Rubber Corporation
SP620	Bates Men's 5" Tactical Sport Boot	Bates
SP703 BLK	Bates Women's 5" Tactical Sport Boot	Bates
SP403	Bates Men's Tactical Side Zip Boot	Bates
SP404	Bates Women's Tactical Side Zip Boot	Bates
SP402	Bates Men's Tactical Boot	Bates
FW941	Original SWAT Chase Low Trainer	Original Swat Footwear CO
FX178 BLK	New Balance Men's Cross Trainer Tennis Shoe	New Balance
FX560 BLK	New Balance Women's Cross Trainer Tennis Shoe	New Balance
SP584 BLK	5.11 Tactical 6" Boot w/ No Side Zipper, Men's Sizing	5.11
FW138 BLK	5.11 Tactical 6" Boot w/ Side Zipper, Men's Sizing	5.11
FW339 BLK	5.11 Tactical 6" Boot w/ Side Zipper, Women's Sizing	5.11
FT137 BLK	Pro Feet Over the Calf Black Sock (One Pair)	Pro Feet
SP412 WHT/BLK	Pro Feet Three Pack White Socks	Pro Feet

STYLE #	OUTERWEAR	Brand Name or Approved Equal
JA909 DKNV	Horace Small Sentry Windbreaker w/ Liner	VF Imagewear Inc Horace
JA331 DKNV	5.11 Tactical Dark Navy 3-in-1 Parka	5.11
ZT520 NAV	Woolly Pully Sweater - No Embroidery/No Emblem	Cobmex
ZT823 NAV	Navy Zip Front Sweater - No Embroidery/No Emblem	Cobmex
SW023 NAV	Navy V-Neck Sweater - No Embroidery/No Emblem	Cobmex
ST574 NAV	Navy ZipFront Sleeveless Sweater Vest - No Emb./No Emblem	Cobmex
ST225 NAV	Navy V-Neck Sleeveless Sweater Vest - No Emb./No Emblem	Cobmex
ZX157 NAV	Neese Short Rain Jacket	Carolina Safety Sport Intl
ZW400 NAV	Neese Long Rain Coat	Carolina Safety Sport Intl
JC382 NAV	Windbreaker	Law Pro
SM573	Propper Full Zip Tech Sweater w/ RideKC Logo	Propper

STYLE #	MISCELLANEOUS ITEMS	Brand Name or Approved Equal
LP991 BLK PLN/PLBR	1 1/2" Plain Black Trouser Belt (Sizes 46 & up use 1511 No "T")	Dutyman Inc
LP334 BLK PLN	1 1/2" Plain Black Velcro Tip Belt	Dutyman Inc
LP970 BW NKL/BRS	1 1/2" Basketweave Trouser Belt	Dutyman - transitional item
LP470 BLK BW	1 1/2" Basketweave Velcro Tip Belt	Dutyman In
GL089	Hatch Specialist Glove	Hatch
GV004	Hatch Lined Specialist Glove	Hatch
GL065	Hatch Resister Glove with Kevlar	Hatch
GL527 BLK	Hatch Leather Glove No Lining	Hatch
GL404 BLK	5.11 Tactical Taclite2 Glove	5.11

2.5 Backordered Products

A discount shall be applied in the following manner for products received after days, as shown in the schedule below, from the date of each initial order.

1. 30-45 days – 10%
2. 46-55 days – 20%
3. 56-65 days – 30%
4. 66-75 days – 50%
5. Delays of greater than 75 days will require vendors to provide an explanation of the schedule for receipt of the product. However, KCATA shall not be invoiced for more than 50% of the cost of the product. KCATA reserves the right to cancel or to substitute similar products at the discounted rate.

2.6 Pricing

KCATA requests a firm fixed flat rate unit price per item regardless of style. Quantities are estimates only, and actual numbers may change. The price must be fair and reasonable and should include all labor, materials, and other costs necessary to perform the contract as described in the scope services herein.

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposal” and “RFP” are used interchangeably, and the terms “offer”, and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. 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 Andrew Campbell at acampbell@kcata.org by the indicated deadline. The subject line of electronic communications 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 p.m. CT on November 12, 2025**. Proposals received after the time specified may not be considered for award.

- B. **Proposal Delivery.**

- 1. Firms shall submit one, in a sealed envelope, (1) original, unbound proposal (all required documents with no spiral binding) via USPS, courier, or hand delivery to

Andrew Campbell, Procurement 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.

- 2. Hand deliveries are only 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.
 - 3. Firms are to provide a complete copy of their proposal on a USB drive, **without password protection**:
 - Each Volume 1 through 3 to be submitted in a separate .pdf and labeled accordingly
 - Redlined Contract Terms and Conditions are submitted in **Word** format.
 - 4. Proposals received via electronic mail (email), or password protected USB drives 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:
 - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
 - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
 - 3. It is authorized to transact business in the States 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 closes. 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.
- B. KCATA's Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.
 - C. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.
 - D. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
 - E. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
 - F. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.10 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 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 KCATA's policy 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 contractors, joint ventures, or subcontractors.
- 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 contracts;
 2. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;
 3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate in the programs;
 5. Help remove barriers to the participation of diverse firms in contracts;
 6. To promote the use of diverse firms in all types of contracts and procurement activities; and
 7. Assist in the development of firms that can compete successfully in the marketplace outside the diversity programs.
- 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 established 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. Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs). These programs apply to federally funded projects. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA, or through the Kansas Department of Transportation's (KDOT) DBE Program. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MoDOT's website. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications from other agencies will not be counted toward DBE/SBE participation.
 2. 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 contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as MBEs/WBEs under the MBE/WBE Criteria based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D Firms (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable. Only firms certified with **KCATA, City of Kansas City, MO, State of Missouri Office of Equal Opportunity, or Kansas Department of Commerce** will be considered eligible to meet KCATA's MBE/WBE

project goals. Each firm's signed MBE or WBE certificate will need to be included in their bid package to be considered for MBE or WBE goal participation. A list of certified firms from each agency is listed below:

- KCATA Certified Vendors <https://kcata.diversitycompliance.com/>
- City of Kansas City, MO Certified Vendors <https://kcmohrd.mwdbe.com/>
- Missouri Office of Equal Opportunity Certified Vendors
<https://apps1.mo.gov/MWBCertifiedFirms/>
- Kansas Department of Commerce Certified Vendors <http://mwbd.commerce.kansascommerce.com/>

2. When appropriate, KCATA's projects may be set-aside for Small Business Enterprises or Small Local Business Enterprises.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the contractor's 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 contractor. Firms are encouraged to submit only proposal material that is relative to the contractor 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:
 - b. Volume 1: Price Proposal
 - c. Volume 2: Technical Proposal
 - d. Volume 3: Contractual Documents
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. Proposers will submit along with their responses, a sample of the required uniform items, which will include:
 - i. **Shirt size** – 1 polo in the following colors: Cobalt/Char/Red & one pocket shirt (light blue)
 - ii. **Trousers** – 1 pair of pleated (Black) & 1 pair of street gear (Navy)
 - iii. **Cap** – 1 solid baseball cap (Navy)
 - iv. **Tie** – 1 four in hand tie (any color)
 - v. **Gloves** – 1 pair of driving gloves

These items must be submitted in a sealed box/container along with your proposal documents. The outside of the package must include the RFP number and Project Title and be addressed to Andrew Campbell.

- D. **No Cost Proposal information is to be included within Volumes 2 and 3** (with exception to the pricing in Attachment G, "Letter of Intent to Subcontract with DBE" (Volume 3). Volumes 1 and 3 are not shared with the evaluation team.
- E. Submission of a proposal shall constitute a firm offer to KCATA for one hundred twenty (120) days from the date of closing.
- F. Upon receiving the letter of intent to award from the KCATA, proposers will be required to make an appointment to pick up their submitted samples or provide a prepaid return shipping label to Andrew Campbell at acampbell@kcata.org. If proposers fail to set up an appointment or provide a prepaid return shipping label after ten (10) days, their samples will be discarded.

4.3 Volume 1 – Price Proposal

- A. Proposers are asked to submit a Price Proposal (referenced in Attachment C) provided in Excel format as a separate document. The prices shall include all costs associated with the provision of the services as described in Section 2, "Scope of Services."
- B. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

- C. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.
- D. Proposals for alternative pricing shall be clearly marked as such.
- F. The Price Proposal documents shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal (Volume 2).**

4.4 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
 - Résumé and background information (please do not include any more than 2 pages per individual)
 - Supplemental documents that are requested as part of this RFP
- 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 Procurement Director, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
 - a. Name of lead firm and all proposed team members, including all subcontractors if included.
 - b. Location of business operations that include a showroom display of contracted items
 - c. Hours of operation that allows employees to view and try on items and/or pick up orders.
 - d. List of key personnel that will be associated with this project, including account manager and accounting/billing staff assigned to the KCATA.
 - e. Proposed working relationship among firms identified (i.e., Prime, Subcontractor).

- f. Acknowledgement of Receipt of Addenda (if any).
 - g. A statement that the Project Manager or the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that key personnel shall not be removed or replaced without the prior notice to KCATA.
 - h. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
2. Title Page. Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
3. Table of Contents. Clearly identify the materials submitted by section and page number.
4. General Business Background. Provide a brief synopsis of the Proposer's and major subcontractors' businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.
5. Project Manager and Key Personnel Experience and Qualifications.
 - a. This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in meeting client goals, objectives and schedules. Describe direct past experiences.
 - b. Detail the process of choosing items, trying them on, placing orders and delivery or pick-up that will accommodate KCATA employee schedules.
 - c. Provide resumés (limited to no more than two (2) pages per individual) for the proposed Project Manager and all personnel considered vital to provide the specified services and deliverables. Resumes should not include any personal information (i.e., emails or phone numbers). Include this information for each subcontractor.
 - d. Identify primary office location for the Project Manager and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings, deliveries, emergencies, and coordination efforts that may arise during the project.
 - e. References. Prime Contractor and each subcontractor shall provide a minimum of three (3) references that positively demonstrate experience in successfully providing services similar to those required for this project. Include technical skills, competencies, and experience listed to meet the requirements in 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 project
6. Project Approach, Management and Organization.
 - a. This section should demonstrate the experience, skills, and qualifications of Proposer to perform management and oversight of KCATA's uniform program according to the requirements specified herein. If applicable, state how project staff will be supported by regional or national staff.

- b. Provide an organizational chart showing staffing in all functional areas of the project (prime and subs). Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
 - c. Define and identify the value-added experience, knowledge and insight that can be contributed to the KCATA project with examples utilized in current or past client programs.
- 7. Exception and Omissions.
 - a. **Exceptions.**
 - 1) **The proposal should clearly identify any exceptions to the requirements set forth in this RFP.**
 - 2) Contract Terms and Conditions.
 - (a) A sample of KCATA's Contract Terms and Conditions, including KCATA's Travel Policy for Contractors (Attachment A). Proposers should review the sample terms and conditions 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. Federal Transit Administration terms are not negotiable.
 - (b) Proposers are asked to submit the sample terms and conditions in Word format (document provided by KCATA) with exceptions and suggested language redlined. This is a separate document.
 - (c) Include the redlined document in Volume 2.
 - b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

4.5 **Volume 3 – Contractual**

- A. **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, status, and, if applicable, the disposition.
- B. **Proposer Status – Vendor Registration.**
 - 1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete the 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 prior to 2018 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. A confirmation email will be sent with instructed to create a permanent password

and instructions to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features. This process requires a current IRS Form W9.

3. Prime Contractors must complete the online Vendor Registration Questionnaire. Subcontractors are encouraged to register to be included in notices of future solicitations.
4. If registered, provide a copy of registration document with proposal.
5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Carla Mann, KCATA's Community and Employee Engagement 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**.

1. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment F. 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 G-2) or a current EEO-1 Report that has been filed with another government agency.
3. Employee Eligibility Verification.
 - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - b. The Proposer shall also affirm (Attachment I-1) 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. Proposer shall submit acceptable proof of enrollment that includes the E-Verify Memorandum of Understanding (MOU). Provide 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 (Attachment I-2) from its subcontractors at all tiers.
 - e. This form is renewable annually.
4. Non-Collusion Affidavit to be completed by Prime Contractor only (Attachment H).
5. Receipt of Addenda. If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.
9. Letter of Intent to Subcontract. This letter is only required for each Diverse subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor (Attachment E).

4.6 Proposal Evaluation Criteria

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

1. **Uniform.** Proposer will submit along with their response, a sample of the required uniform items, which will include:
 - i. **Shirt size** – 1 polo in the following colors: Cobalt/Charcoal/Red & one pocket shirt (light blue)
 - ii. **Trousers** – 1 pair of pleated (Black) & 1 pair of street gear (Navy)
 - iii. **Cap** – 1 solid baseball cap (Navy)
 - iv. **Tie** – 1 four in hand tie (any color)
 - v. **Gloves** – 1 pair of driving gloves

These items will be reviewed for the following criteria:

- i. Overall appearance
 - ii. Style/Design
 - iii. Fabric content
 - iv. Color Appeal
 - v. Stitching Quality
 - vi. Reinforced Stress Points
 - vii. Convenience, size and location of pockets
 - viii. Quality of fasteners, zippers, buttons, etc.
2. **Price Proposal.**
 3. **Experience and Qualifications.**
 4. **Past Performance and References.**
 5. **Management Approach and Quality Assurance.**

B. If it is in its best interest, KCATA reserves the right to make an award to more than one Proposer.

4.7 Presentations/Interviews/Written Responses

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

4.8 Contractor Selection

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

4.9 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. A current insurance certificate, reflecting required coverages as well as additional insureds language MUST be on file with KCATA prior to commencement of work via Notice to Proceed. 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 subcontractors at the closing date/time.

- Volume 1: Price Proposal
 - ✓ Attachment C Price Proposal
- Volume 2: Technical Proposal
- Volume 3: Contractual
 - ✓ Attachment F Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
 - ✓ Attachment G-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
 - ✓ Attachment I-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
 - ✓ Attachment I-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (only if using subcontractors)
 - ✓ Attachment H Non-Collusion Form (Prime Contractor Only)
 - ✓ Attachment E Letter of Intent to Subcontract (for Diverse Subcontractors only – (signed by Prime and Diverse Subcontractor)
 - ✓ Attachment D Schedule of Participation by Contractor & Subcontractors
- Required Documents Provided Separately (Properly Labeled)
 - ✓ Attachment C “Price Proposal” in Excel format
 - ✓ Sample Terms and Conditions – Exceptions redlined and in Word format

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS
(Reflects the Contract Content Awardee is Expected to Execute)

THIS CONTRACT (the “Contract”), made and entered into as of the _____ day of _____, 2025, by and between the **Kansas City Area Transportation Authority (“KCATA”)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and _____ (“Contractor”), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____ and entitled “_____” (sometimes referred to as the “Project” or the “Work”), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ____ (__) year(s) beginning _____, 2025 and expiring on _____ with ____ (__) one-year extension options. The services to be performed and the deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the “contract term.”

4. CONTRACT SUM.

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

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; and
- D. Contractor's Proposal Response; and
- E. KCATA's RFP and Scope of Work, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. KCATA Standard Contract Terms and Conditions; and
- Appendix B. KCATA's Scope of Work/Technical Specifications; and
- Appendix C. Contractor's Proposal/Statement of Work and 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.

**CONTRACTOR'S NAME
(CONTRACTOR)**

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

By _____
Name
Title

By _____
Reginald Townsend
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

6. CHANGES

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

7. CIVIL RIGHTS

A. Nondiscrimination in Federal Public Transportation Programs.

1. Contractor must prohibit:
 - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;
 - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
 - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
 - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

- b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, *et seq.*;
 - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
 - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
 - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
 3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
 4. Nondiscrimination on the Basis of 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.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; 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.
 5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. 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.
- D. Environmental Justice. To protect minority populations and low-income populations against disproportionately high and adverse effects of Federally assisted programs, Contractor shall comply with environmental justice requirements in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," U.S.C. 4321 note, and DOT Order 5610.2C, "U.S. Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations."
 - E. Access to Services for Persons with Limited English Proficiency. Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.
 - F. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTINUITY OF SERVICES

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

10. CONTRACTOR'S PERSONNEL

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

11. CONTRACTOR'S RESPONSIBILITY

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

12. DELIVERY

Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first-class condition and the Contractor shall assume all responsibility and liability for said delivery. KCATA reserves the right to extend delivery

or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

13. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. 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.
- C. 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.
- D. For this contract, a 0% commitment of DBE firms has been established.

- E. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

15. EMPLOYEE ELIGIBILITY VERIFICATION

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

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

17. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

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

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

18. 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.

19. 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.

20. INDEPENDENT CONTRACTOR

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

21. INSURANCE

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

- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Workers' Compensation:**

- a. State: Missouri and/or Kansas – Statutory
- b. Employer's Liability: Bodily Injury by Accident -- \$1,000,000 Each Accident
Bodily Injury by Disease -- \$1,000,000 Each Employee
Bodily Injury by Disease -- \$1,000,000 Policy Limit

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

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate (per project)
 \$1,000,000 Personal and Advertising Injury
 \$50,000 Fire Damage
 \$5,000 Medical Expenses
 2 Years (Completed Operations)

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

3. **Auto Liability:**

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

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

4. Umbrella or Excess Liability

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

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

22. LIABILITY AND INDEMNIFICATION

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

or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

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

23. LICENSING, LAWS, AND REGULATIONS

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

24. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Donald Bowlin, KCATA's Chief Experience Officer, at (816) 346-0312 or via e-mail at dbowlin@kcata.org
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Andrew Campbell, Procurement Buyer
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: _____

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

25. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

26. PROHIBITED INTERESTS

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

27. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (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 contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or

not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

28. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

29. REQUESTS FOR PAYMENT

- A. Contractor shall timely submit invoices for work performed each calendar month by the 15th day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing period applicable and, if travel expenses, pre-approved before issuance of an Agreement by the Authority, are included for reimbursement, receipts for each line item claimed as reimbursable shall be included with Invoice and/or Payment Application. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.
- B. Payment by KCATA shall be made within 30 days after receipt of a proper and timely invoice.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
 - 2. **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any

applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

30. RIGHT TO OFFSET

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

31. SEAT BELT USE POLICY

Contractor agrees to comply with terms of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed Reg. 19217); Contractor is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

32. SEVERABILITY

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

33. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **Diverse Subcontractor Employment.** See Article 14, "Diverse Business Enterprise Requirements.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

3. The following provisions if included in this Contract:

Acceptance of Services/Deliverables – No Release

Agreement in Entirety

Assignment

Bankruptcy

Breach of Contract; Remedies

Changes

Civil Rights

Conflicts of Interest (Organizational)

Continuity of Services

Contractor's Personnel

Contractor's Responsibility

Delivery

Dispute Resolution

Diverse Business Enterprise Requirements

Employee Eligibility Verification

Force Majeure

General Provisions

Governing Law; Choice of Judicial Forum

Headings

Independent Contractor

Insurance

Liability and Indemnification

Licensing, Laws, and Regulations

Notification and Communication

Privacy Act Requirements

Prohibited Interests

Prohibited Weapons and Materials

Record Retention and Access

Request For Payment

Right to Offset

Seat Belt Use Policy

Severability

Subcontractors

Suspension of Work

Termination

Texting While Driving and Distracted Driving

Unavoidable Delays

Warranty

E. The Contractor will take such action with respect to any subcontractor as KCATA, or the U.S. Department of Transportation, may direct as means of enforcing such provisions of this contract.

F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.

G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

34. SUSPENSION OF WORK

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

35. TERMINATION

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

36. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225) and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

37. UNAVOIDABLE DELAYS

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

38. WARRANTY

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

Contractor's Initials _____

KCATA's Initials _____

KCATA's Initials _____

**ATTACHMENT C
PRICE PROPOSAL PAGE 1 OF 2**

**Request for Proposals (RFP) G25-6001-32A
Operator's & Supervisors Uniforms**

Additional price details may be submitted on a separate page. Additional documents shall include firm name and signed/dated by an authorized representative.

Required Operator's Uniforms				
SHIRTS	Proposed Brand	Model #	Estimated Quantity	Unit Price
Men's Long Sleeve Lt. Blue Dress Shirt w/ RideKC Logo			280	
Women's Long Sleeve Lt. Blue Dress Shirt w/ RideKC Logo			280	
Men's Short Sleeve Lt. Blue Dress Shirt w/ RideKC Logo			80	
Women's Short Sleeve Lt. Blue Dress Shirt w/ RideKC Logo			80	
Men's Long Sleeve Polo Cobalt/Char/Red w/ RideKC Logo			120	
Men's Short Sleeve Polo Cobalt/Char/Red w/RideKC Logo			120	
Women's Long Sleeve Polo Cobalt/Char/Red w/ RideKC Logo			120	
Women's Short Sleeve Polo Cobalt/Char/Red w/RideKC Logo			120	
TROUSERS	Proposed Brand	Model #	Estimated Quantity	Unit Price
Men's Pleated Trouser Navy or Black			240	
Men's Non-Pleated Trousers Navy or Black			40	
Women's Pleated Trouser Navy or Black			150	
Women's Non-Pleated Trouser Navy or Black			25	
Men's Side Pocket Streetgear Pant Navy or Black			120	
Women's Side Pocket Streetgear Pant Navy or Black			75	
JACKETS	Proposed Brand	Model #	Estimated Quantity	Unit Price
Jacket 9" Arm/Leg			120	
Windbreaker w/liner			200	
CAPS	Proposed Brand	Model #	Estimated Quantity	Unit Price
All Navy-Blue Pershing Dress Cap			50	
Solid Baseball Cap - Add White RideKC Embroidery			150	
Mesh Baseball Cap - Add White RideKC Embroidery			120	
Winter Baseball Cap - Add White RideKC Embroidery			120	
Wool Baseball Cap w/ RideKc Logo - Price Included			120	
Knit Watch Cap - Add White RideKC Embroidery			150	
Skull Cap - Add White RideKC Embroidery			150	
Winter Trooper Cap (Navy)			150	
Winter Trooper Cap (Black)			150	
NECKTIES	Proposed Brand	Model #	Estimated Quantity	Unit Price
Bar Stripe Navy/Silver 4 in Hand Tie			25	

Ladies Bar Stripe Navy/Silver Crossover Tie			15	
Bar Stripe Navy/Red 4 in Hand Tie			25	
Ready-Made Clip-on Tie (Women's)			25	
Ready-Made Clip-on Tie (Regular)			25	
Ready-Made Clip-on Tie (Long)			25	
MISCELLANEOUS UNIFORM ITEMS	Proposed Brand	Model #	Estimated Quantity	Unit Price
OUTWEAR				
Tactical Dark Navy 3-in-1 Parka				
Wooly Pully Sweater - No Embroidery/No Emblem				
Navy Zip Front Sweater - No Embroidery/No Emblem				
Navy V-Neck Sweater - No Embroidery/No Emblem				
Navy Zip Front Sleeveless Sweater Vest - No Emblem				
Navy V-Neck Sleeveless Sweater Vest - No Emblem				
Short Rain Jacket				
Long Rain Coat				
Full Zip Tech Sweater w/ RideKC Logo				
BELTS/TURTLENECKS/GLOVES				
1 1/2" Plain Black Trouser Belt				
1 1/2" Plain Black Velcro Tip Belt				
1 1/2" Basketweave Trouser Belt				
1 1/2" Basketweave Velcro Tip Belt				
Adult Turtleneck w/ RideKC Logo				
Adult Mock Turtleneck w/ RideKC Logo				
Adult Turtleneck Dickie w/ RideKC Logo				
Adult Mock Turtleneck Dickie w/ RideKC Logo				
Hatch Specialist Glove				
Hatch Lined Specialist Glove				
Hatch Resister Glove with Kevlar				
Hatch Leather Glove No Lining				
FOOTWEAR				
Men's High Gloss Durashock Oxford Shoe				
Women's High Gloss Durashock Oxford Shoe				
Men's Plain Black Oxford Dress Shoe				
Women's Plain Black Oxford Dress Shoe				
Rubber Overshoe				
Men's 5" Tactical Sport Boot				
Women's 5" Tactical Sport Boot				
Men's Tactical Side Zip Boot				
Women's Tactical Side Zip Boot				
Men's Tactical Boot				
Original SWAT Chase Low Trainer				
Men's Cross Trainer Tennis Shoe				
Women's Cross Trainer Tennis Shoe				
6" Boot w/ No Side Zipper, Men's Sizing				
6" Boot w/ Side Zipper, Men's Sizing				
Boot w/ Side Zipper, Women's Sizing				
Over the Calf Black Sock (One Pair)				
Three Pack of White Socks				

Supervisor and Trainer Uniform				
SHIRTS	Proposed Brand	Model #	Estimated Quantity	Unit Price
Men's Short Sleeve White Dress Shirt (White)			15	
Men's Long Sleeve White Dress Shirt (White)			10	
Women's Short Sleeve Dress Shirt (White)			15	
Women's Long Sleeve Dress Shirt (White)			5	
Men's LS Polo Cobalt/Char/Red w/ RideKC Logo			10	
Mens's SS Polo Cobalt/Char/Red w/RideKC Logo			10	
Women's LS Polo Cobalt/Char/Red w/ RideKC Logo			10	
Women's SS Polo Cobalt/Char/Red w/RideKC Logo			10	
TROUSERS	Proposed Brand	Model #	Estimated Quantity	Unit Price
Men's Pleated Trouser Navy or Black			33	
Men's Non-Pleated Trousers Navy or Black			5	
Women's Pleated Trouser Navy or Black			10	
Women's Non-Pleated Trouser Navy or Black			3	
Men's Side Pocket Streetgear Pant Navy or Black			20	
Women's Side Pocket Streetgear Pant Navy or Black			20	
Jackets	Proposed Brand	Model #	Estimated Quantity	Unit Price
Jacket 9" Arm/Leg			10	
Windbreaker w/liner			15	
Caps	Proposed Brand	Model #	Estimated Quantity	Unit Price
All Navy-Blue Pershing Dress Cap			10	
Solid Baseball Cap - Add White RideKC Embroidery			10	
Mesh Baseball Cap - Add White RideKC Embroidery			10	
Winter Baseball Cap - Add White RideKC Embroidery			10	
Wool Baseball Cap w/ RideKc Logo - Price Included			10	
Knit Watch Cap - Add White RideKC Embroidery			10	
Skull Cap - Add White RideKC Embroidery			10	
Winter Trooper Cap (Navy)			10	
Winter Trooper Cap (Black)			10	
NECKTIES	Proposed Brand	Model #	Estimated Quantity	Unit Price
Bar Stripe Navy/Silver 4 in Hand Tie			15	
Ladies Bar Stripe Navy/Silver Crossover Tie			15	
Bar Stripe Navy/Red 4 in Hand Tie			15	
Ready-Made Clip-on Tie (Women's)			15	
Ready-Made Clip-on Tie (Regular)			15	
Ready-Made Clip-on Tie (Long)			15	

ATTACHMENT C – PRICE PROPOSAL (CONTINUED)

Vendors are requested to provide a projected yearly percentage increase, if applicable. KCATA has the right to request a sampling of costs for audit purposes.

Contract Year 2 Percent increase on all items from original pricing _____%

Contract Year 3 Percent increase on all items from original pricing _____%

Contract Option Year 1 Percent increase on all items from original pricing _____%

Contract Option Year 2 Percent increase on all items from original pricing _____%

The undersigned, acting as an authorized agent or officer for the Offeror, does hereby agree with 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 KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in KCATA's RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT D
SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

Project # G25-6001-32A

Description: **Operator's & Supervisors Uniforms**

Date: _____

Form must be submitted for each prospective Offeror and submitted with bid/proposal. Use additional sheets if needed.

PRIME CONTRACTOR						
Name and Address	Status*	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	Diversity % Participation
					\$	%

PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DIVERSE & NON-DIVERSE						
Name and Address	Status*	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	Diversity % Participation
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%

*Status: P = Prime S = Subcontractor DBE = Disadvantaged Business Enterprise MBE = Minority-Owned Business Enterprise
 WBE: Woman-Owned Business Enterprise SBE = Small Business Enterprise SLBE = Small Local Business Enterprise

TOTAL VALUE OF WORK \$ _____

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

TOTAL DIVERSITY PARTICIPATION \$ _____

TOTAL PERCENTAGE OF DIVERSITY PARTICIPATION _____%

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

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

Name (Type/Print) _____ Telephone _____ Email _____

**ATTACHMENT E
LETTER OF INTENT TO SUBCONTRACT**

**KCATA RFP # G25-6001-32A
Operators & Supervisors Uniforms**

_____ (“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 F
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2025, 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 Federal Public Transportation Programs.

1. Contractor must prohibit:
 - a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;
 - b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and
 - d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act.

1. Contractor must prohibit discrimination based on race, color, or national origin;
2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

C. **Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
 - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
 - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
 - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of 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.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; 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.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. 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.

D. Environmental Justice. To protect minority populations and low-income populations against disproportionately high and adverse effects of Federally assisted programs, Contractor shall comply with environmental justice requirements in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," U.S.C. 4321 note, and DOT Order 5610.2C, "U.S. Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations."

E. Access to Services for Persons with Limited English Proficiency. Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 3)

- F. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
- G. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2025.

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

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

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

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			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	☐ Manufacturing		☐ Wholesale		☐ Construction		☐ Regular Dealer		☐ Selling Agent		☐ Service Establishment			☐ Other	

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT H
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 _____, 2025.

Notary Public

My Commission Expires: _____

(Seal)

ATTACHMENT I-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIDAVIT OF PRIMARY PARTICIPANT'S COMPLIANCE WITH SECTION
285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

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

☐

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

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

☐

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Public

My Commission expires: _____ (Seal)

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 I-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIDAVIT OF LOWER-TIER PARTICIPANT'S COMPLIANCE
WITH SECTION 285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2025, 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.

☐

State laws/regulations DO NOT require that we participate in a federal work program operated by the United States Department of Homeland Security or an equivalent program.

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Public

My Commission expires: _____ (Seal)

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/>