
**Kansas City Area Transportation Authority
PROCUREMENT DEPARTMENT
1350 East 17th Street
Kansas City, Missouri 64108**

Request For Qualifications/Proposals

RFQ/P #10-7059-39

A/E Design Services for State Avenue Corridor Transit Improvement

Date:	November 1, 2010
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DATE: November 1, 2010

RFQ #10-7059-39
A/E Design Services for State Avenue Corridor

NOTICE OF REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)

The Kansas City Area Transportation Authority (KCATA) and the Unified Government of Wyandotte County / Kansas City, KS (UG) are seeking a qualified Architectural and Engineering (A/E) firm or team to provide A/E Services, including preparation of construction documents for the State Avenue Transit Improvement Corridor project funded by the Federal TIGER grant program. A team made up of representatives of KCATA and UG will oversee design and construction of this project.

The State Avenue Transit Improvement Corridor extends from downtown Kansas City, Missouri through downtown Kansas City, Kansas in Wyandotte County to a terminus at 110th Street and Parallel Parkway. A/E services are needed to design the improvements in the corridor and consist generally of the following:

- Develop final corridor level design criteria to maximize benefits from the TIGER investment and include reviews of joint development opportunities at stop locations, a transit operating concept for the corridor, and a corridor branding plan.
- Complete final engineering and design and prepare construction documents and cost estimates. Coordinate design with KCATA and UG and develop separate construction bid packages for the transit centers and corridor stations.
- Conduct public outreach to obtain community input into design concepts and branding for the corridor, the transit centers, and the stop improvements.
- Obtain input from Wyandotte Nation during design of 7th and Minnesota Transit Center.
- Conduct necessary survey, site testing and geotechnical work.
- Coordinate with local government planning and permit reviews.
- Provide technical bidding and construction administration services including pre-bid conferences, shop drawing reviews, RFI/SDI management, final inspections and punch-list preparation.
- Prepare progress reports on project design activities for the TIGER program and the American Reinvestment and Recovery Act.
- Manage the consultant design process including preparing progress reports and meeting minutes, responding to review comments, ensuring costs are within the TIGER budget, the design schedule is maintained, and providing quality assurance of design.

The selected A/E firm's project staff must include professionals who have demonstrated qualifications and experience in the specific engineering, architectural and transit planning areas identified in the RFQ.

The design work and construction will be funded through Federal Transit Administration (FTA) TIGER grants to the KCATA. Accordingly, appropriate Federal requirements and Federal provisions must be reflected in design and in the construction documents and will be included in this A/E contract.

The KCATA has established a 10.2% DBE goal for this project. Proposers are strongly encouraged to utilize Disadvantage Business Enterprises (DBE's) for this contract when possible. DBE firms are encouraged to submit proposals as Prime Contractors or Subcontractors.

Each firm interested in submitting qualifications should request the complete RFQ/P by calling or emailing Kristen Emmendorfer at 816-346-0360, kristene@kcata.org, or by faxing your request to (816) 346-0336. This RFQ/P will be posted to KCATA's web site at kcata.org under Business Opportunities; Proposal and Proposal Opportunities. Please reference RFQ #10-7059-39 in your request.

A pre-proposal conference will be held at 11:00 a.m. on November 9, 2010 in the Large Conference Room of KCATA's Breen Building, 1200 East 18th Street, Kansas City, Missouri. KCATA and UG personnel will be available to answer questions at that time. Though not required, all interested consultants are encouraged to attend. Consultants should request any other firm, including DBE firms, under consideration as part of the team to accompany them to the pre-proposal conference.

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Proposer shall read and understand the requirements of this proposal #10-7059-39. Proposer shall certify that it is not on the Comptroller General's list of ineligible contractors.

Proposals must be submitted in the requested format, one (1) original and ten (10) copies, before 10:00 a.m. December 3, 2010. Please reference proposal #10-7059-39 on the submittal cover. Proposals received after 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 as responsive. Proposals submitted must be mailed or delivered to:

Kansas City Area Transportation Authority #10-7059-39
Procurement Department / Kristen Emmendorfer
1350 East 17th Street
Kansas City, Missouri 64108
Central Receiving Department

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing. This Request for Qualifications does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, proposals or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document. The KCATA and UG reserves the right to accept or reject any or all responses received as a result of this request, to interview or negotiate with any qualified individual or firm, to modify this request, or cancel it in part or in its entirety the RFQ if it is the best interest of the KCATA and UG.

Following the initial staff review and screening of all timely submittals, firms will be ranked from the highest to the lowest, based on qualifications. Selected firms may be interviewed, and negotiations will be conducted with the most qualified firm. Should negotiations with this firm not be successful, KCATA and UG will negotiate with the next qualified firm.

For information related to the technical specifications of this Proposal, contact Kristen Emmendorfer at 816-346-0360, kristene@kcata.org

Etta Jackson
Director of Procurement

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NO PROPOSAL REPLY FORM

A/E Design Services for State Avenue Corridor Improvements

To assist KCATA in obtaining good competition for its Request for Proposals, if your firm received an invitation to propose but does not wish to for this procurement, please state the reason(s) below and return this form to Kristen Emmendorfer, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0336.

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

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

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

- ____ 3. We do not feel we can be competitive.
- ____ 4. We do not provide the services on which Proposals are requested.
- ____ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

SECTION 1.
PROJECTED PROPOSAL CALENDAR

RFP Advertised.....	October 31, 2010
RFP Issued.....	November 1, 2010
Pre-Proposal Conference.....	November 9, 2010 (Breen Large Conference Room, KCATA, 11:00 a.m.)
Questions, Comments and Requests for Clarifications Due to KCATA.....	November 15, 2010
KCATA Issues Response to Questions, Comments and Requests for Clarification.....	November 19, 2010
RFP Closing.....	December 3, 2010 (Proposals due no later than 10:00 a.m.)
Interviews.....	December 14, 2010
Contract Award (Tentative).....	January 2011

SECTION 2

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A/E DESIGN SERVICES

STATE AVENUE CORRIDOR TRANSIT IMPROVEMENTS

PROJECT INFORMATION &

SCOPE OF SERVICES

SECTION 2.
PROJECTION INFORMATION/ SCOPE OF SERVICES
STATE AVENUE IMPROVEMENTS

2.1 Introduction

- a. The State Avenue Transit Improvement Corridor extends from the 10th and Main Street Transit Center in downtown Kansas City, Missouri west across the I-70, Louis and Clark Viaduct into Wyandotte County, Kansas and downtown Kansas City, Kansas on Minnesota Avenue. The corridor continues west along Minnesota Avenue until reaching Hoel Parkway where it proceeds one block north to State Avenue. The project corridor remains on State Avenue until reaching the Village West area in western Wyandotte County, Kansas where it continues along Village West Parkway to a terminus at 110th Street and Parallel Parkway.
- b. Funding for public transit improvements in the State Avenue corridor has been approved in a Federal Transit Investments Generating Economic Recovery (TIGER) Grant to KCATA administered at the Federal level by the Federal Transit Administration (FTA). The specific State Avenue Corridor transit improvements funded by this TIGER grant are summarized below.
- c. KCATA is requesting qualifications from Architectural / Engineering (A/E) Consultant teams to design and prepare construction documents for the State Avenue transit components funded by the TIGER grant. A team made up of representatives of the Unified Government of Wyandotte County / Kansas City, Kansas (UG) and KCATA will oversee the design and construction of these transit improvements. .

2.2 Scope of Services

- a. The KCATA and UG are seeking the services of a qualified A/E firm or team for final development, engineering and design, and preparation of construction documents for the State Avenue Transit Improvement Project. In order to maximize both transit and community benefits from the TIGER program investment in this corridor the Consultant will work closely with KCATA and UG to develop and finalize appropriate design criteria and corridor objectives. This will include looking at opportunities to leverage the TIGER investment for maximum benefit, identifying locations for potential joint development (e.g. retail at transit centers) and/or co-location (e.g. including public services at transit centers) opportunities, refine the corridor transit operating plan and confirm corridor stop locations.
- b. The Consultant will also develop a corridor branding plan for the State Avenue Corridor Transit Improvement project. The plan will develop common thematic design elements for the project appealing to and reflective of the community that is acceptable and consistent with UG and KCATA plans.
- c. Based on the design criteria and the branding plan concepts, the A/E consultant will complete engineering and design on the TIGER funded components which consist of:
 - 7th Street and Minnesota Avenue Transit Center
 - 47th Street and State Avenue (Indian Springs) Transit Center / Park and Ride
 - State Avenue Corridor Transit and Access Improvements

2.2.1 7th Street and Minnesota Avenue Transit Center

- a. Design and construction of a new Transit Center on the vacant south-east corner of 7th Street and Minnesota Avenue in downtown Kansas City, Kansas (KCK). Currently transfers between multiple bus routes (both KCATA operated and those operated by Unified Government Transit) occur in downtown KCK on streets near 7th Street and Ann Avenue. This new facility will allow transit vehicles to dwell off-street and in curbside bus pull outs, as well as provide a safe and comfortable area for passengers to wait and transfer to connecting routes. The Transit Center is to include passenger amenities and features such as sheltered waiting areas, real time arrival information kiosks, lighting, passenger information, security cameras, Wi-Fi hot spot access, etc. Opportunities for co-location of other public services or developments will also be explored. A final determination of specific amenities and features to be included will be determined during design through coordination with the selected Consultant, the UG, KCATA and the community.
- b. Another element of this project will be demolition of urban renewal street features on Minnesota Avenue east and west of 7th Street, as well as redesign and reconstruction of this part of Minnesota Avenue to accommodate improved transit. This redesigned section will need to include new streetscape appropriate for this downtown location and compatible with the new transit center.
- c. Most of the 7th and Minnesota project site is currently owned by the UG and will be made available for this project. One additional parcel is in private ownership and will be acquired by KCATA and UG as part of this project.
- d. This location is adjacent to the historic Huron Indian Cemetery. During planning for this transit center, coordination was initiated with the Wyandotte Nation – owner of the cemetery. In designing for the new transit center, continued coordination is required with the Wyandotte Nation so that the history of this location can be appropriately reflected in the design. Due to the sensitive nature of the adjacent cemetery property, transit center design must also clearly identify steps that will be taken to protect this historic site, not disturb the cemetery in any way and reflect the area's historic heritage.

2.2.2 47th Street and State Avenue (Indian Springs) Transit Center / Park and Ride

- a. The new Transit Center at 47th Street and State Avenue will replace the current facility adjacent to the Indian Springs Shopping Center and will be located east of 47th Street and approximately one block south of State Avenue on a parcel that is currently asphalt pavement near the Indian Springs Shopping Center. This property is owned by the UG and has been made available for this project.
- b. This transit center will serve as a dedicated off street transit and transfer center for multiple routes serving central and western Wyandotte County. Features to be designed into the Transit Center may include protected passenger waiting areas, lighted passenger shelters, real time arrival information kiosks, operator rest rooms, security cameras, Wi-Fi hotspot access and other amenities. Opportunities for co-location of other services or developments will also be explored. The final set of features and passenger amenities will be developed through consultation with the selected Consultant, KCATA, UG and the community during design. In addition, a

small (30 to 50 parking spaces) transit Park and Ride is to be integrated with the transit center at this location.

2.2.3 State Avenue Corridor Transit Stop Improvements

Improved transit stops/stations will be constructed at approximately 12 intersections along the State Avenue Project corridor. Each location may involve two improved transit stops (one in each travel direction). Each location will be assessed and a determination made as to the appropriate passenger amenities, needed pedestrian access improvements and other connections or features to be incorporated into the TIGER funded improvement and these will then be specifically located and designed. Improvements may vary by stop and may include concrete passenger waiting platforms, passenger shelters, benches, in-street concrete bus pads, litter receptacles, information signs and other amenities. These corridor transit stop improvements are to be designed in coordination with the KCATA / UG team and are to fit within existing roadway rights-of-way to the extent possible.

2.2.4 State Avenue Transit Improvement Project Corridor Branding

Common thematic design elements will be developed for the State Avenue Corridor Transit Improvement Project and are to be reflected in the transit center and station design. Design elements will be reflective of the community's history and identity and consistent with established Unified Government and KCATA branding.

2.3 Expectations

- a. The selected Consultant is expected to work with the UG, KCATA, key stakeholders associated with each Project component, the community and other interested parties to design fully functional, efficient improvements that can be built in keeping with the scope and budget for the State Ave Corridor Transit Improvement Project while bringing maximum value to transit and the community. Design criteria and transit operating information will be developed and used in preparing final engineering and design documents and multiple packages for construction bidding for the State Avenue Corridor Transit Improvements (one construction package for each transit center and one or more for the corridor station pairs are currently envisioned). All designs must be coordinated with the Unified Government and will be reviewed by the joint KCATA / UG Project Team.
- b. The selected consultant will be required to design the TIGER program components to fit within the Project's TIGER budget and the committed TIGER Schedule in the Federal Transit Administration (FTA) grant agreement. Consultant will be required to provide KCATA regular progress reports on design of each component. FTA will be overseeing the TIGER project and the selected consultant will be required to provide and assist KCATA in coordinating with FTA and provide required progress reports.
- c. A final detailed contract scope, schedule and budget will be negotiated with the selected Consultant but the following tasks are anticipated:

- Develop corridor design criteria, refined transit operations plan and corridor branding plan.
- Complete final engineering and design and prepare construction documents and cost estimates. Coordinate design with KCATA and the Unified Government and participate in 30% and 90% design reviews. Separate construction contract packages and awards are anticipated for each transit center and for the corridor stations.
- Conduct public outreach to obtain community input into design concepts and branding for the corridor, the transit centers, and the stop improvements.
- Obtain input from Wyandotte Nation during design of 7th and Minnesota Transit Center
- Conduct necessary survey, site testing and geotechnical work.
- Coordinate with local government planning and permit reviews.
- Provide bidding and construction administration services including pre-bid conferences, shop drawing reviews, RFI/SDI management, final inspections and punch-list preparation.
- Prepare progress reports on State Avenue project design activities for the TIGER program and the American Reinvestment and Recovery Act.
- Manage the consultant design process including preparing progress reports and meeting minutes, responding to review comments, designing to the TIGER grant budget and schedule, and providing quality assurance of design.

2.4 Preliminary Milestones

a. Design Related Milestones (Preliminary):

- | | |
|-----------------------------------|-----------------------|
| • Preliminary Design Completed | May/June 2011 |
| • Final Design Completed | October 2011 |
| • Procurement and Construction | Fall 2011 to Mid 2013 |
| • Construction Contract Completed | Mid 2013 |

- b. The above schedule is preliminary and a specific schedule for design will be negotiated for each project component with the selected consultant team. It is anticipated that each transit center and the corridor station improvements will be on different design and construction schedules. All schedules must be guided by the federal TIGER program and the schedule in the KCATA TIGER grant.

SECTION 3

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A/E DESIGN SERVICES

STATE AVENUE IMPROVEMENTS

PROPOSAL INSTRUCTIONS

SECTION 3.

PROPOSAL INSTRUCTIONS

3.1 General Information

- a. The terms “solicitation” and “Request for Qualifications (RFQ)” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably.
- b. Interested firms may submit proposals until proposal closing on 10:00 am on December 3, 2010. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- c. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to Kristen Emmendorfer, Sr. Procurement/Contract Administrator 1350 E. 17th Street, Kansas City, MO. 64108. Electronic comments, questions and requests for clarification should be sent to Kristen Emmendorfer, kristene@kcata.org, and the subject line should read “RFP # and title”.
- d. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- e. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

- a. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority.
- b. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without any interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.3 Proposer’s Responsibilities

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 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 holidays 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 the KCATA Director of Procurement, no later than five (5) days before the proposal 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 Director of Procurement, no later than five (5) days after the proposal closing date.
 3. Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- b. The KCATA 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 KCATA Director of Procurement the protester may appeal in writing to the KCATA General Manager within five (5) days from the date from the KCATA Director of Procurement’s response.
- c. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The

KCATA General Manager's response will be provided within ten (10) days after receipt of the request. The KCATA General Manager's decision is final and no further action on the protest shall be taken by the KCATA.

- d. By written notice to all parties, the KCATA 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. Proposers should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). 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) days after the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

3.7.1 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 proposals 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 in a different color paper than the paper 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 Open Records Law, 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.

SECTION 4

KANSAS CITY AREA TRANSPORTATION AUTHORITY

A/E DESIGN SERVICES

STATE AVENUE CORRIDOR TRANSIT IMPROVEMENTS

**PROPOSAL SUBMISSION,
EVALUATION
AND
AWARD**

SECTION 4.
PROPOSAL SUBMISSION,

EVALUATION AND AWARD

4.1 Introduction/Proposal Copies

The intent of this RFP is to encourage submittals that clearly communicate the consultants' qualifications for this project. Proposals should provide information in a concise and well-organized manner containing only the information relevant to this project. All proposals should follow the format outlined below. This format will assist the Selection Committee in determining the most highly qualified consultant team.

Consultants shall deliver in a sealed package, one (1) original and ten (10) full, complete, and exact copies of the original proposal. The package should be labeled "RFP #10-7059-39 A/E Design Services – State Avenue."

4.2 Proposal Format

- A. The technical proposal page limit is 20 pages. The Proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 20 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. The following are excluded from the page count:
- Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional lists of references
 - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
 - Required forms such as certifications, financial data
 - Vendor Registration Form
 - Subcontractor Utilization Plan
 - Affirmative Action information
- C. 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, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

4.3 Technical Proposal Content

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

A. Letter of Transmittal

The letter should be addressed to KCATA General Manager Mark E. Huffer and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- Name of the lead firm and all team members

- Contact person with telephone number, fax number and email address
- List of key personnel that will be associated with this project
- Proposed working relationship among proposing firms (e.g., prime, subcontractor)
- Acknowledgement of receipt of RFP addenda, if any
- A statement that the Principal In Charge and key individuals identified in the Proposal will be available to the extent proposed for the duration of the project and that the project manager and key individuals shall not be removed or replaced without the prior approval of the project owner.
- Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified

B. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

C. Table of Contents

Clearly identify the materials submitted by section and page number.

D. General Business Background

Provide a brief synopsis of the Proposer's and major sub-consultant's business, including when and where incorporated, major business activities, and a listing of 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 offices are located. State how long the firm has provided the kinds of services requested in this RFP. Proposer and key sub-consultants shall provide a financial status and credit worthiness statement such as their current Dunn & Bradstreet rating or two (2) recent years of audited financial statements.

E. Project Manager and Key Personnel Experience and Qualifications

This section should demonstrate the Proposer's experience, skills and qualifications and professional certifications of the Principal-In-Charge and other key personnel designated for the four (4) major project tasks. Describe direct experience in final development, engineering and design and preparation of construction documents for transit projects of similar size and complexity. Describe direct experience implementing government-funded projects with multiple stakeholders, meeting schedules, budgets and extensive Federal reporting requirements. Detail any plans for services the Proposer will provide that are not specifically requested in this RFP.

Provide resumes for the proposed Principal-In-Charge, Project Manager, Cost Estimator and Construction Administrator and any other key personnel and discuss the unique qualifications these individuals bring to the project. Clearly indicate the extent to which each has worked, and the capacity in which each has worked on transit projects similar to what is requested in this RFP.

Identify primary office location of proposed Project Manager and key staff

members. Define typical response time to requests for unscheduled/unforeseen meetings and/or coordination efforts that may arise during project.

F. Project Approach, Management and Organization

This section should describe how the work will be performed to fulfill the KCATA/UG's requirements and demonstrate the intended approach to perform the tasks necessary to successfully complete the project based on the Scope of Work. Each of the tasks within the scope should be organized and presented independently, yet align with the Owners overall requirements. Include information on your project management approach, quality control plan, communication plan, start-up plan, work plan and project schedule. Present the management approach to be followed and the management techniques required for implementation and control of the work.

Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the project staff will be supported by other regional or national staff and the reporting relationships between project staff, other firm management staff and sub-contractors.

Provide documentation stating the availability and commitment of the Project Manager, key personnel and resources to this project.

G. Diversification of the State Avenue Corridor

This section should describe the proposing firm's understanding of the diverse communities and unique aspects associated with designing State Avenue Corridor transit improvements. Proposers will describe how they intend to obtain input from the Wyandotte Nation, community groups and other interested parties.

Describe how to maximize the investment opportunities within the transit corridor that are provided by TIGER Grant funds.

H. Past Performance/ Client References

To further demonstrate the experience and expertise of the proposed Project Manager and key personnel in all areas required to perform work described in the Scope of Work, provide references for each proposed project member on up to five (5) relevant and representative projects during the last five-year period. Include client agency, contract term and amount, contract start and end dates, and a contact person with name, title, address, e-mail address and telephone number should be provided for each project.

Provide cost estimate history provided for similar projects versus the actual cost of construction for up to five (5) projects.

I. Subcontractor Utilization Plan.

Subcontractors must be approved by KCATA prior to contract award. For each anticipated subcontract, provide:

Subcontractor's name, address, and telephone number including the name, title and

telephone number of the contact person. Provide a brief synopsis of the firm, including when and where incorporated and major business activities. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

Resume, background information and qualifications of key staff.

Provide documentation stating the availability and commitment of the subcontractor and resources to this project.

DBE category

Small business status including whether or not the business is a veteran-owned small business or a service disabled veteran-owned small business

Type(s) of goods or services to be provided

J. Exceptions, Omissions and Form of Contract

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- b. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the Proposer must carefully read and review the attached sample contract (Attachment A). The successful Proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the Proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The Proposer must also provide the rationale for any requested changes. If no changes are requested, the Proposer will be deemed to have accepted the sample contract language. If the Proposer requests changes, such requests will be considered in any negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked Proposer.

K. Disclosure of Investigations/Actions.

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

the disposition.

L. Debarment

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

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

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

M. Lobbying

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

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

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

N. Employee Eligibility Verification (E-Verify)

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

O. Proposer Status and Affirmative Action

All firms doing business with the KCATA must be a registered vendor, and must be in compliance with the Authority's EEO and Affirmative Action requirements. Firms may be considered for certification by the KCATA for such compliance by completing the information required in the Vendor Registration Form (Attachment D). However, firms that are currently in compliance need not duplicate this information. Please contact KCATA's Procurement Department at (816) 346-0254 to verify affirmative action compliance status.

The FTA's EEO Program objectives are to ensure that FTA applicants, recipients, sub-recipients, contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).

Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:

- a. A copy of its current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment H1). Form AA1 or EEO-1 may be substituted.
- b. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
- c. A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, gender, job title and annual salary must be submitted.
- d. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.4 Cost Proposal

Only the consultant selected for contract negotiation for purposes of awarding a contract will be required to submit a cost proposal.

4.5 Technical Proposal Evaluation Criteria

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

- Project Manager and Key Personnel Experience and Qualifications
- Past Performance/Client References

- Project Approach, Management and Organization
- Understanding of the diverse State Avenue Corridor communities and the unique aspects associated with designing the State Avenue Corridor transit improvements and the opportunities provided by the TIGER investment to maximize benefits in the corridor.
- Proposal Merit (compliance with the solicitation requirements and the quality, clarity and thoroughness of the proposal.

4.6 Consultant Interviews and Presentations

After the submission of proposals, the most highly qualified Proposers may be invited to interview with the evaluation committee at their own expense. Consultants will be notified that they have made the “short list” no later than December 10, 2010. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Those proposers not included on the short-list will be notified.

Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for December 14, 2010. Selected Proposers will be informed as to the exact time. Interview teams will be allotted one hour for presentations including preparation time, an allowance of twenty-five (25) minutes for oral presentations and thirty (30) minutes for questions and answers.

4.7 Consultant Selection

Based on the foregoing evaluation process, the selection committee will determine the best-qualified firm/team for this project. Contract negotiations will begin immediately with the selected firm to determine cost and price information.

If an agreement cannot be reached on price with the most qualified firm, negotiations are formally terminated with that firm. Negotiations are then conducted with the next most qualified firm. This process continues until a negotiated agreement is reached that is fair and reasonable.

ATTACHMENT A.

**SAMPLE CONTRACT
REQUEST FOR QUALIFICATIONS/PROPOSAL
A/E DESIGN SERVICES FOR STATE AVENUE CORRIDOR**

THIS CONTRACT, made and entered into as of the ____ day of _____, 201__, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor/Consultant**), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the KCATA and the 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 E, and hereby 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 October 31, 2010, entitled A/E Design Services for State Avenue Corridor. (sometimes referred to as the "project", the "Project" or the "work"). The Contractor hereby agrees to provide A/E Services as written in the Scope of Work for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for ____ year(s) beginning _____ and expiring on _____. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance/delivery 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 Orders" as provided in this Contract. The funds to be paid the Contractor under this contract shall not to exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the cost proposal of the Contractor, a copy of which is attached hereto as Appendix C and hereby incorporated herein by reference ("Cost Proposal").

5. MISCELLANEOUS PROVISIONS.

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

Appendix A. Contract Conditions; and
Appendix B. Scope of Services; and
Appendix C. Cost Proposal Submitted by Contractor; and
Appendix D. Key Personnel and Approved Subcontractors.

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

(Contractor)

**KANSAS CITY AREA
TRANSPORTATION AUTHORITY**

By _____

By _____
Etta J. Jackson
Director of Procurement

Name: _____

Date _____

Title: _____

Date _____

CONTRACT CONDITIONS
(Appendix A to Contract)

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract 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. ARCHITECT-ENGINEER RIGHTS AND RESPONSIBILITIES

A. Professional Responsibility

1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Contractor in the performance of Services under this Contract and Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services to the extent said errors and deficiencies are solely attributable to Contractor. Consultant shall exercise the same degree of care, skill and diligence in the performance of its Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
2. Neither KCATA's review, approval or acceptance of, nor payment for, Services required under this Contract on behalf of KCATA, shall operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to KCATA in accordance with applicable law for damages to KCATA to the extent caused by the Contractor's negligent performance of any of the Services furnished under this Contract.
3. The rights and remedies of KCATA provided for under this Contract are in addition to any other rights and remedies provided by law and equity generally.
4. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Design Within Funding Limitations

1. The Contractor shall accomplish any design services required under this Contract so as to permit the award of a contract for the construction of any applicable facilities designed at a price that does not exceed the estimated construction price set forth in paragraph 3 below. When proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the Contractor shall not be required to perform such additional services at no cost to KCATA if the unfavorable proposal is the result of conditions beyond its reasonable control.
2. The Contractor will promptly advise KCATA's project manager if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable

facility within these limitations. Upon receipt of such information, KCATA will review the Contractor's revised estimate of construction cost. KCATA may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph 3 below, or KCATA may adjust such estimated construction contract price. When proposals are not solicited or are unreasonably delayed, KCATA shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of proposals to determine compliance with the funding limitation.

C. Distribution of Drawings and Documents

Both parties to this Contract understand that KCATA may distribute drawings, specifications or other documents to Federal agencies or other transit agencies. Both parties to this Contract understand and agree that any element of design or specifications taken out of the design concept for which it was originally intended by anyone other than the Contractor will relieve the Contractor of any liability for the altered design.

4. ASSIGNMENT

Contractor. 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 thereto. 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 any permitted assignee and their respective successors, permitted assigns and legal representatives.

5. 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 of this Contract. 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.

6. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with the 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.

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.

7. CHANGES

KCATA at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this Agreement. 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 cost of, or the time required for performance of this Agreement, whether changed or not changed by such order, an equitable adjustment

in the Contract Sum shall be made by written modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

8. CIVIL RIGHTS

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

B. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In the event of the Contractor's non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or the City of Kansas City, Missouri, may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.

C. American with Disabilities Act. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

9. CONFLICTS OF INTEREST

The Contractor certifies that it has no known 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 supplying products, equipment or materials, or in performing work, under this Contract.

10. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of KCATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing giving reasons therefore 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 that goes to make any services, products, equipment or materials 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 products, equipment, materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In the case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify KCATA in writing of the replacement and provide name, address, telephone number, and the type of service.

12. DEBARMENT AND SUSPENSION CERTIFICATION

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

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The goal for this procurement and contract is 10.2%.
- B. This 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 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA. In addition, the Contractor may not hold retainage from its subcontractors.

- D.** The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA

14. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Contract. Notwithstanding any concurrence provided by the Federal government in or approval of any solicitation, subagreement, or third party contract, the Federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party contractor, lessee, or other participant at any tier of the project.

15. DISPUTE RESOLUTION

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

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 the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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.

16. EMPLOYEE ELIGIBILITY VERIFICATION (E-Verify)

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 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.

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.

17. EMPLOYEE PROTECTIONS

Seat Belt Use. In compliance with Federal Executive Order No. 13043, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and

programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.

18. EMPLOYEE PROTECTIONS (Davis-Bacon and Copeland Anti-Kickback Acts)

- A. The Contractor agrees to comply and assures compliance with the requirements of 40 USC 3141, et seq. and 18 USC 874 and implements U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction", 29 C.F.R. Part 5.
- B. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3 and 5 are herein incorporated by reference in this Contract.
- C. The Contractor shall comply with the requirements of 49 C.F.R. Part 3, which are incorporated by reference in this Contract.
- D. The Contractor agrees to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)). The Contractor agrees to place a copy of the current prevailing wage determination issued by the U.S. Department of Labor (DOL) in each solicitation for subcontractor work under this Contract, and agrees to refrain from awarding any affected contracts until the subcontractor agrees to the required wage determination.
- E. The KCATA shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Contract project), all or part of the wages required by the contract, the KCATA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- F. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of the Regulations, 29 C.F.R. Part 5. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- G. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice.

2. Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

- H. The Contractor must submit a copy of all payrolls each week to KCATA's project manager. The copy is to be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those determined by the Secretary of Labor.

Upon completion of the contract, the Contractor is to submit to KCATA's project manager, a certificate concerning wages and classifications for laborers and mechanics.

- I. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- J. Contract Termination: Debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of this Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

- K. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- L. Certification of Eligibility.

1. By entering into this Contract, the Contractor certifies that neither it (nor he or she as applicable) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19. ENVIRONMENTAL

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

- B. **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing

the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the KCATA agrees to comply with the following U.S. EPA regulations to the extent they apply to any project in question: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600. The Contractor agrees to report, and to require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that the KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- C. Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and require each subcontractor receiving more than \$100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- E. Recovered Materials.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulating provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B or 40 CFR Part 247.

20. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

21. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contract, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal government deems appropriate.

22. 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, except those pertaining to conflicts of laws. 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.

23. 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.

24. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

25. INDEPENDENT CONTRACTOR

The parties hereto 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.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the Services under this Contract in an orderly, timely, and efficient manner, consistent with professional skill, care and the orderly progress of the Project.

26. INSURANCE

The insurance required under the purchase order or 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 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 the KCATA, its commissioners, officers and employees as additional insureds. The policies shall provide coverage applicable to the operations of KCATA. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to the 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 Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

A. Contractual liability coverage is applicable.

B. 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.**

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.

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 by certified mail 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.

The requirements for insurance coverage are separate and independent of any other provision under the KCATA purchase order or the contract.

The requirements for insurance coverage are separate and independent of any other provision hereunder.

C. Worker's Compensation and Employers Liability:

Workers Compensation:	Statutory
Employer's Liability Limit:	Bodily Injury by Accident: \$500,000 each accident
	Bodily Injury by Disease: \$500,000 each employee
	Bodily Injury by Disease: \$500,000 policy limit

The Contractor and any subcontractor shall maintain adequate worker's 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 Contract.

D. Commercial General Liability

Bodily Injury and Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate

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. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. 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.

E. Auto Liability:

Bodily Injury and Property Damage:	\$1,000,000 Combined Single Limit
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The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off the KCATA's 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.

F. Professional Liability Insurance:

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

Where applicable, the Contractor shall obtain Professional Liability Insurance Covering any damages caused by an error, omission or any negligent acts of the contractor or its employees with regard to performance under this Contract.

27. 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 for whose acts any of them may be liable or arising out of any products, equipment or materials provided or services rendered under this Contract.
- B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, officers and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Contract.
- C. Indemnification.** 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 attorneys' 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, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, 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.

In claims against any person or entity indemnified under this Section, by an employee of Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the 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.

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. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the 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.

28. LICENSING, LAWS AND REGULATIONS

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.

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.

29. LOBBYING RESTRICTIONS

Pursuant to Public Law 104-65, the Contractor is required to certify, and does hereby so certify, that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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

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

30. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

31. NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's (title).

Issues regarding the Contract, 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 by mailing the same postage prepaid, addressed to the following:

If to KCATA: Etta J. Jackson, Director of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: Firm Name
Contact Name
Address

32. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address. KCATA shall be entitled access to and copies of these materials during the progress of the work.

Any such material remaining in the possession or under the control of the Contractor or in the possession or under the control of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.

Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the Scope of Services set forth in this Contract. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

Each tangible product resulting from Service performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

33. PATENTS AND RIGHTS IN DATA AND COPYRIGHTS

A. Rights in Data

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of this Contract:
 - a. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of KCATA in its sole discretion, until such time as KCATA may have either released or approved the release of such data to the public.

- b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal government purposes.”

- (1) Any subject data developed under this Contract, whether or not Contractor or KCATA registered the copyright has been obtained; and
- (2) Any rights of copyright purchased by KCATA or the Contractor using Federal assistance in whole or in part provided by FTA.

As used in the previous sentence, “for Federal government purposes,” means use only for the direct purposes of the Federal government.

- c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA expressly determines otherwise, Contractor by performing experimental, developmental, or research work required by the underlying Contract, agrees to permit FTA to make available to the public, either under FTA’s license in the copyright to any subject data developed in the course of this Contract, or through distribution of a copy of the subject data first produced under this Contract for which a copyright is not available under 17 U.S.C. § 101 et. seq. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal government may direct. This Subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the KCATA or Contractor’s use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.
- d. Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal government, its commissioners, officers, agents, and employees acting within the scope of their official duties (the “Indemnified Person”) against any liability, including costs and expenses, resulting from any claim against Indemnified Person alleging misappropriation or infringement of intellectual property or proprietary rights, copyrights, or rights of privacy of a third party, arising out of the publication, translation, reproduction, delivery, use or disposition of any data or Work furnished under this Contract. Contractor shall not be required to indemnify an Indemnified Person for any such liability arising out of the wrongful act of such Indemnified Person.
- e. Nothing contained in this Section on rights in subject data shall imply a license to the Federal government under any Contractor patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal government under any Contractor patent.
- f. Data that is developed by the KCATA or Contractor under this Contract and financed entirely without using Federal assistance provided by the Federal government that has been incorporated into work required by this Contract is exempt from the requirements of subsections (b), (c), and (d) of this Part (2) of this Section, provided that the KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.

B. Patent Rights. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of work under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify KCATA immediately and provide a detailed report, who in turn shall ultimately notify the FTA. Unless the Federal government later makes a contrary determination in writing, and irrespective of the Contractor’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organizations, institution of higher education, individual), the KCATA and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal government as described in U.S. Department of Commerce

regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

34. PRIVACY ACT REQUIREMENTS

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. Contractor agrees to obtain KCATA's express consent before operating a system of records on behalf of KCATA.

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 this Contract.

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 this Contract.

35. PROHIBITED INTERESTS

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 therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

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 therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

36. PROHIBITED WEAPONS AND MATERIALS

Missouri Revised Statutes, 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 on.

No weapon, including firearms concealed or not, 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 in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

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 in its sole discretion.

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 ATA 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.

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.

37. QUALIFICATION REQUIREMENTS

“Qualification Requirement”, as used in this Section, means a KCATA requirement for testing or other quality assurance demonstration that must have been completed before Contract award. One or more qualification requirements may apply to the products, equipment, materials, supplies, work or services covered by this Contract, whether the covered product or service is an end item under this Contract or simply a component of an end item. The products, equipment, material, supply, work or service must be qualified at the time of award of this Contract, whether the Contractor or a subcontractor will ultimately provide the same in question. If, after award, KCATA discovers that an applicable qualification requirement was not in fact met at the time of award, KCATA may either terminate this Contract for default or allow performance to continue if adequate consideration is offered and KCATA determines the action is otherwise in KCATA’s best interest.

38. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Contract and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to the KCATA all data, documents, reports, records, contracts, and supporting materials relating to this Contract. 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.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, 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.

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.

39. REQUESTS FOR PAYMENT

Invoices requesting payment shall be submitted directly to KCATA’s Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of products, equipment, materials, work or services furnished. All invoices and correspondence shall reference KCATA’s Purchase Order number. Separate invoices shall be submitted for each purchase order or work (task) order.

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section which shows current payment and cumulative. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of this Contract.

Payment will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA’s acceptance of products, equipment, materials or supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

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.

40. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, 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.

41. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building which is a part of the project will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all applicable work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

42. SEVERABILITY

If any clause or provision of this Contract is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

43. SUBCONTRACTORS

A. Subcontractors. 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 on an Appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA in its sole discretion. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Contract, or draw down on any letter of credit provided in lieu of retainage under this Contract. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

B. Adequate Provision(s) in Subcontract(s). Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete contract. 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 Material – No Release
- ADA Access Requirements
- Agreement in Entirety
- Assignment
- Bankruptcy

Bonding (Performance, Payment, Warranty of Work)
Breach of Contract; Remedies
Bus Testing
Buy America
Cargo Preference
Changes
Civil Rights
Clean Air
Clean Air Requirements for Transit Operations
Clean Water
Conflicts of Interest
Continuity of Services
Contractor's Personnel
Contractor's Responsibility
Debarment and Suspension
Delivery
DBE
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Employee Protections
Employee Protections (Contract Work Hours & Safety Standards Act)
Employee Protections (Davis Bacon, Copeland Anti-Kickback Acts)
Energy Conservation
Federal Changes
Fly America
Fraud and False or Fraudulent Statements or Related Acts
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Installation
Insurance
Laws and Regulations
Liability and Indemnification
Lobbying Restrictions
National Intelligent Transportation Systems Architecture & Standards
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Patents and Rights in Data and Copyrights
Pre-Award and Post-Delivery Requirements
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Qualification Requirements
Record Retention and Access
Recovered Materials
Requests for Payment
Right to Offset
Seismic Safety
Service Manual and Wiring Schematics
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Training
Transit Operation Restrictions
Unavoidable Delays

Warranty; Warranty of Title
General Provisions

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

44. SUSPENSION OF WORK

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

45. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS reporting purposes.

46. 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 Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract. If the Contractor has any property in its possession or under its control belonging to the KCATA, the Contractor will account for same, and dispose of it in the manner the KCATA directs.

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 this Contract in accordance with other provisions of this Contract.

C. Termination for Default [Breach or Cause]. If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this 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 products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question 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 the project, 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 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 Contract, 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 Contract.
- 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, 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 work or 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.

47. TRANSIT OPERATION RESTRICTIONS

- A. Charter Service Operation.** To the extent applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be issued, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service contract required by these regulations is incorporated by reference and made part of this Contract.
- B. Drug and Alcohol Testing.** To the extent applicable to the project, the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations. The Contractor agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 C.F.R. Part 40 and Part 655. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

To the extent applicable to the project, the Contractor agrees further to certify and assure upon contract renewal or extension its compliance with the provisions of alcohol misuse and prohibited drug use in the workplace. In addition, the Contractor agrees to annually certify its compliance with the Management Information System (MIS) reporting and to submit the MIS reports to KCATA by March 1st to the Drug and Alcohol Program Manager, Kansas City Area Transportation Authority, 1200 East 18th Street, Kansas City, Missouri 64108. If the Contractor is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the Contractor for safety-sensitive duties. Contractors that proposal on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.

- C. School Bus Operations.** To the extent applicable to the project, the Contractor agrees to comply with 69 U.S.C. 5323(f) and 49 C.F.R. Part 605, and any amendments thereto, which provide that recipients and subrecipients of FTA assistance not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

- D. Reporting Requirements.** To the extent applicable to the project, the Contractor agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, which includes various reports required for FTA's national transit database. The Contractor shall submit the requested information to KCATA no later than April 1st for the previous calendar year.

The Contractor's failure to properly collect, maintain and submit the data will be considered a breach of contract. In addition, the Contractor shall be liable to KCATA for any Federal funds not allocated to KCATA due to a lack of, or deficient data, or improper procedures used by the Contractor.

48. UNAVOIDABLE DELAYS

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.

- A. Notification of Delays.** The Contractor shall notify the KCATA Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that 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.
- B. Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the KCATA Director of Procurement to make a decision on any request for extension. The KCATA 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 KCATA Director of Procurement shall notify the Contractor of its decision in writing.

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.

49. U.S. PRODUCT AND SERVICE PREFERENCE

- A. Buy America.** To the extent applicable to the project, the Contractor agrees to comply with 49 U.S.C. § 5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in this project are produced in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 C.F.R. 661.7. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Separate requirements for rolling stock are set out in 49 U.S.C. 5323(j)(1) and 49 C.F.R. Part 611.11.
- B. Cargo Preference.** In the event that ocean shipment is required for any product, equipment, material or commodity pursuant to this Contract, the Contractor agrees to utilize United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels.

If applicable, the Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to KCATA (through the Prime Contractor or in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with the appropriate identification of the project.

- C. Fly America.** If applicable, the Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10,

which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

50. WARRANTY; WARRANTY OF TITLE

The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, 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.

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 shall provide KCATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

51. 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. Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.

Contractor's Initials _____

KCATA's Initials _____

APPENDIX B
SCOPE OF WORK – SPECIFICATIONS

(Appendix B to Agreement)

**ATTACHMENT B
PROPOSAL CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

Write "yes" on the blank space if you have included those items for submittal of your proposal.

_____	Vendor Registration Form
_____	Work Force Analysis Report Form
_____	Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form
_____	Certification of Debarment (Primary and Lower-Tier)
_____	Certification of Lobbying (Primary and Lower-Tier)
_____	Receipt of Addenda Form (If Issued)
_____	Audited Financial Statements for Past Two Years or Current Dunn and Bradstreet Rating



Kansas City Area Transportation Authority

Procurement Department
1350 E. 17th Street
Kansas City, MO 64108
(816) 346-0254

ATTACHMENT C

Vendor Registration Application

☐ REVISION ☐ INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form in its entirety and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Legal Entity Name:				Phone:	
Doing Business As:				Toll-free Phone:	
Physical Address:				Fax:	
City:				Email:	
State:		Zip:		Website:	
Contact Person Name:				Title:	
Contact Phone:				Contact Email:	
Mailing Address:				Phone:	
City:				Fax:	
State:		Zip:		Comments:	
Business Type:	☐ Individual		☐ Partnership		☐ Corporation
	☐ Limited Liability Company		☐ Other (Explain) _____		
If Incorporated, in Which State:			Federal Tax ID No:		
Years in Business:			Years in Business Under Current Name:		
Annual Gross Receipts:	☐ Less than \$250,000		☐ \$250,000 to \$ 500,000		☐ \$500,000 to 1 Million
	☐ \$1 Million to 5 Million		☐ \$5 Million to 10 Million		☐ More than 10 Million
Standard Invoice Terms:	Due Days	Discount Days		Percent	
Identify the goods or services you are interested in providing to KCATA:					
NAICS CODE(S):			SIC CODE(S):		

NAICS CODE(S):				SIC CODE(S):			
Identify number of personnel employed by the company in the following categories:							
Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)	
1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.					☐ YES	☐ NO	☐ ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.					☐ YES	☐ NO	☐ ENCLOSED
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.					☐ YES	☐ NO	☐ ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?					☐ YES	☐ NO	
Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CFR 26 For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.							
WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a Federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under Federal law to work in the United States.							
CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.							
Signature				Date			
Printed Name				Title			
Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org							

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION CERTIFICATION PROCESS**

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with the KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include the following documents to the KCATA's Procurement Office:

1. A written Affirmative Action plan in accordance with the following list of component parts.
 - Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;
 - Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;
 - An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
 - Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
 - An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
 - All data submitted must reflect current year figures.
2. In lieu of an Affirmative Action Plan, a current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.
3. A current Workforce Analysis Form (enclosed).
4. A formal request for exemption from #1 and #2 above, if your firm has twenty-five (25) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE Officer, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

**ATTACHMENT D
GUIDELINES FOR WORKFORCE ANALYSIS**

Form AA1, Part I

DEFINITIONS:

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.

JOB CATEGORIES

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

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Number of Employees (Report employees in only one category)															
Race/Ethnicity															
Job Categories	Hispanic or Latino		Male						Female						Total Col A-N
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
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 _____

Telephone Number/Fax Number _____

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

NOTE: An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security.

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

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

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

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

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

**THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____
_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE
CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.**

Signature and Title of Authorized Official

Date

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

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

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

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT H
POTENTIAL PROPOSERS LIST

RFQ/P #10-7059-39

A/E SERVICES FOR STATE AVENUE CORRIDOR TRANSIT IMPROVEMENTS

BNIM ARCHITECTS
106 WEST 14TH STREET
KANSAS CITY, MO 64105
MMAFFRY@BNIM.COM

BHC Rhodes
6363 College Blvd.
Overland Park, KS 66211
steven.bachenberg@ibhc.com

DELICH, ROTH & GOODWILLIE
1001 EAST 101ST TERRACE
KANSAS CITY, MO 64131
sroth@drngineers.com

DLR GROUP
7920 WEST 133RD STREET
OVERLAND PARK, KS 66213
TMITCHELL@DLRGROUP.COM

HDR ENGINEERING
4435 MAIN STREET
KANSAS CITY, MO 64111
DAN.PARK@HDRINC.COM

HNTB COMPANIES
715 KIRK DRIVE
KANSAS CITY, MO 64105
JMUGG#HNTB.COM
JDOBIES@HNTB.COM

HOEFER WYSOCKI ARCHITECTS, LLC
612 W. 47TH STREET
KANSAS CITY, MO 64112
CHRIS.ANDERSEN@HWA.NET

OLSSON ASSOCIATES
7301 W. 133RD STREET
OVERLAND PARK, KS 66213
RKASTER@OACONSULTING.COM

SHAHER, KLINE AND WARREN
11250 CORPORATE AVENUE
LENEXA, KS 66219
CHEDGE@SWK-INC.COM

TALIAFERRO & BROWNE
1020 E. 8TH STREET
KANSAS CITY, MO 64106
LGRAHAM@TB-ENGR.COM

TRANSYSTEMS CORPORATION
2400 PERSHING ROAD
KANSAS CITY, MO 64108
tjrohr@transystemc.om

ATTACHMENT I
POTENTIAL PROPOSERS LIST

RFQ/P #10-7059-39

A/E SERVICES FOR STATE AVENUE CORRIDOR TRANSIT IMPROVEMENTS

A C Trucking and Son LLC
1609 Nebraska Ave.
Kansas City, KS 66102
ac.trucking@sbcglobal.net

American Concrete Flatwork
305 W. Cedar St.
Olathe, KS 66061
Dennis_Gander@yahoo.com

Barge-Truley Construction Company, Inc.
5530 Inland Drive
Kansas City, KS 66106
glenbarge@yahoo.com

D.F. Freeman Contractors, Inc.
8357 Monticello Road
Shawnee, KS 66227
darrel@dffreeman.com

Emery Sapp & Sons, Inc.
140 E. Walnut
Kansas City, MO 64106
kmiddleton@emerysapp.com

Freeman Concrete Construction, LLC
PO Box 860102
Shawnee, KS 66286
nicki@freemanconcrete.com

Jose Villa Construction LLC
1405 SW Highway Ln.
Lee's Summit, MO 64081
josevillaconstruction@yahoo.com

K.C. Multi Services LLC
5900 State Ave.
Kansas City, KS 66102
jcain@gokcms.com

Kingdom Builders Construction Company, Inc.
PO Box 25262
Overland Park, KS 66225
kbccinc@gmail.com

L G Barcus and Sons, Inc.
1430 State Avenue
Kansas City, KS 66102
david.grossman@barcus.com

Larkin Excavating, Inc.
PO Box 233
Lansing, KS 66043
bbettis@larkinexc.com

McAninch Corporation
12980 Foster Street
Overland Park, KS 33213
jmurkins@mcaninchcorp.com

Meadows Const. Co., Inc.
1014 Front Street
Tonganoxie, KS 66086
mareischman@meadowsconstructionco.com

Miles Excavating Inc.
15063 State Ave.
Basehor, KS 66007
janeb@milesexcavating.com

Musselman & Hall Contractors LLC
PO Box 300858
Kansas City, MO 64130
tmorgerson@mandh.net

O'Donnell and Sons Construction Company, Inc.
15301 Broadmoor
Overland Park, KS 66223
Patrick@odonnellsons.com

ATTACHMENT I (continued)

POTENTIAL PROPOSERS LIST

RFQ/P #10-7059-39

A/E SERVICES FOR STATE AVENUE CORRIDOR TRANSIT IMPROVEMENTS

Pangea, Inc.
2604 S. Jefferson Ave.
St. Louis, MO 63118
mzambrana@pangeagroup.com

Pavement Systems, Inc.
21923 W. 120th St.
Olathe, KS 66061
jp.psi@sbcglobal.net

Rose-Lan Contractors, Inc.
820 Cheyene Ave.
Kansas City, KS 66105
scott@roselancontractors.com

Summit Construction Company, LLC
940 7th Terrace
Lee's Summit, MO 64063
shall@summitconstructioncompany.com

Superior Concrete Cutting, Inc.
3611 Main Street
Grandview, MO 64030
superiorconcrete@birch.net

Tuned Coatings
6812 Granada Rd.
Prairie Village, KS 66208
bbailey@tunedcoatings.com

UGPW
701 N. 7th Street
Kansas City, KS 66101
jmenkhus@wycokck.org

Whales Contracting
19617 Highway 169
St Joseph, MO 64505
Lonnie@walescontracting.com