



**REQUEST FOR PROPOSALS  
RFP#25-7041-34A**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
REGIONAL  
TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

Date: October 29, 2025

Contact: Kristen Emmendorfer, Procurement Director

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OCTOBER 29, 2025

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
REGIONAL  
TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

The Kansas City Area Transportation Authority seeks a website developer/host who possesses the skills, abilities and an understanding of transit riders' needs to create a one-stop, dynamic and ultimately seamless website for its customers and patrons of routes and transportation services offered by its regional partners. This contract will be responsible for the consolidation of two websites: [kcata.org](http://kcata.org) and [ridekc.org](http://ridekc.org). They will consolidate under the url [ridekc.org](http://ridekc.org). Much of the look and feel has already been established with two microsites at [toed.kcata.org](http://toed.kcata.org) and [promisekcata.org](http://promisekcata.org).

Proposers should have demonstrated experience thinking creatively to provide intuitive website navigation, and demonstrate the technical ability to provide real-time schedule information and connect to a variety of back-end software that enhances the overall customer experience. The content of the website redesign shall be inclusive of, but not limited to, transit services offered and scheduling, regional partner and stakeholder initiatives, public engagement, Ecommerce and KCATA corporate information.

Transit service in the Kansas City region is provided by several different transit systems: the Kansas City Area Transportation Authority (KCATA), and the bi-state regional authority. Johnson County Transit now using the brand RideJOCO; Unified Government and the KC Streetcar branded RideKC.

Kansas City, Missouri, hosts the World Cup in Summer of 2026. With this, KCATA desires to have this new website launched **prior to June**, allowing sufficient time for a well-planned, and a highly functional website to be in place.

**Pre-Proposal Conference.** A non-mandatory pre-proposal conference is scheduled for **November 5, 2025, at 2:30 p.m. via Microsoft Teams**. The link is included in the Proposal Calendar stated in Section 1 of this RFP.

**Pre-Proposal Questions.** Questions (technical, contractual, or administrative) must be directed using email to communicate them, to [Kristene@kcata.org](mailto:Kristene@kcata.org) and copy Jen Webb at [jwebb@kcata.org](mailto:jwebb@kcata.org). The name of the RFP and Number assigned should be on the Subject Line of the email correspondence. Questions and requests for clarifications will be received until **10 a.m. Central Time on November** If required, KCATA's response to these submissions will be in the form of an Addendum.

**Proposal Submissions.** Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 12 noon Central Time on December 2, 2025, See Section 3.2 for submittal instructions.**

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

Submission of the proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in 1) preparation of a proposal; or 2) to procure or contract for services/materials. Proposer should read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

**Evaluation/Award.** Following an initial review and screening of all timely, responsive and responsible proposals submitted, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals (clarifications). KCATA will make an effort to schedule interviews via Microsoft TEAMS, as required, and will provide as much notice as possible to those firms invited.

All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

**Restricted Communications.** No person or entity submitting a proposal in response to this Request for Proposals nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the award of this contract with any member of KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact may be grounds for disqualification of the Proposer.

Kristen Emmendorfer  
Procurement Director

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**NO PROPOSAL REPLY FORM**

**RFP #25-7041-34A  
KANSAS CITY AREA TRANSPORTATION AUTHORITY  
REGIONAL  
TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

To assist KCATA in obtaining good competition for its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to [Kristene@kcata.org](mailto:Kristene@kcata.org) and include **the Project Name in the subject line**. This form may also be mailed to Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO, 64108. **ALTHOUGH NOT MANDATED**, this practice is helpful to KCATA in assessing the vendor population's capacity and availability for work.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

**SECTION 1  
PROPOSAL CALENDAR  
#25-7041-34A**

RFP Advertised and Issued .....	October 29, 2025
Pre-Proposal Conference.....	November 5, 2025 2:30 p.m. – 3:00 p.m. Kansas City, Missouri Time VIA MICROSOFT TEAMS <a href="#">Pre Preproposal Conf for Website Reconfiguration   Meeting-Join   Microsoft Teams</a>
Questions, Comments and Requests for Clarifications Due to KCATA .....	November 13, 2025 10 a.m. Central - Kansas City Time
KCATA's Response to Questions, Comments and Requests for Clarification .....	November 17, 2025
RFP Closing .....	December 2, 2025 10 a.m. Central - Kansas City Time
Interviews (Tentative and if required).....	Week of December 8, 2025
Contract Award/Notice to Proceed (Anticipated).....	Before end of December 2025

**SECTION 2  
SCOPE OF SERVICES  
#25-7041-34A**

**Section 2.1 Introduction**

Transit service in the Kansas City region is provided by several different transit systems. There is the Kansas City Area Transportation Authority (KCATA), the bi-state regional authority. There is also Ridejoco – Johnson County; RideKC – Unified Government and RideKC Streetcar. Since 2019 there has been one website for regional transit information: ridekc.org. KCATA hosts this site for the region, as well as KCATA’s “corporate” site, kcata.org. In addition to these two sites, there are two microsites hosted: tocd/kcata.org and promisekcata.org.

Users do not always know whether they will find the information they are looking for on kcata.org or ridekc.org.

To eliminate confusion, and to reduce resources needed to support multiple sites, KCATA wishes to combine the two sites into one, using the domain ridekc.org. RideKC.org will still provide route and schedule information, as well as serve as a portal to the future of regional transit in our region, connecting transit riders and the general public to transit planning projects and initiatives.

Impacting the redesign’s timeline is the upcoming World Cup FIFA Soccer Matches that Kansas City is hosting beginning in June 2026. **It is imperative that the redesign presents a strong user experience for visitors from around the world.**

This redesign is not starting from scratch. A microsite on Transit-Oriented Community Development (TOCD) has been created that sets the stage for the redesign in terms of look and feel. The design template has been set. See tocd/kcata.org.

**Section 2.2 Purpose & Goals**

- A. Level the learning curve for first-time users of transit in the Kansas City region.
- B. Become a best practice in the delivery of transit service information through excellent web design and development, and introducing and maximizing tools that improve the customer experience.
- C. Serve people of all abilities and backgrounds well.
- D. Connect transit users to planning initiatives and engagement opportunities that impact current and future transit service.
- E. Position KCATA as the regional authority for public transportation.
- F. Build a more prominent presence for coordinated regional transit service in the Kansas City region.
- G. Build pride and excitement around transit in the region.

**Section 2.3 Regional Transit Website**

**A. Website Concept**

The Regional Transit Website is intended to be a “one-stop” website that integrates core functions into four basic “buckets.”





### **Transit Service Information**

Transit Service Information will serve as the primary function of the site and will draw the most traffic overall. This function will include service information from all regional transit providers to assist the public in planning transit and paratransit trips, provide important travel bulletins, and learn how to use transit. This function will also include an e-commerce element for transit pass and merchandise purchases.

### **KCATA Corporate Information**

This will include KCATA history, governance, Board Meeting information, careers, procurement opportunities, Title VI and civil rights information, etc.

### **Regional Transit Stakeholder Engagement**

The regional transit web pages will serve as the central repository of information about regional transit planning initiatives. Currently, information about system planning resides within multiple websites and it is our goal to consolidate this related information as much as possible to provide the public with a more comprehensive understanding of transit planning in the region.

The goal is to provide a stronger channel of regular communication to enhance the connection between the everyday rider and short- and long-term planning issues with new and innovative tools. It will better connect riders and other interested stakeholders to opportunities to engage in transit planning activities.

### **Transit-Oriented Community Development**

The TOCD web presence is designed to educate people on the purpose of Transit-Oriented Community Development and to highlight the unique tools KCATA provides in this revenue-generating arena. The sight catalogs active projects and hosts updates with photos, news articles and statistical information.

## **B. Technical Parameters**

### **Content Management System**

KCATA is redesigning its website with Craft Content Management System. The old Expression Engine content will need to be migrated over to Craft. Proposers should respond with Craft Content Management as the preferred option of CMS.

### **E-Commerce**

E-Commerce will become a vital part of the transit website with the return of fares in 2026. The contractor should advise the client on the options available for e-commerce allowing for the purchase of transit passes and other goods, as necessary.

### **User Accounts**

Users of the transit system should have the ability to create an account and save their route information or potential other route information, receive communications or notifications on route or system changes, and reorder transit passes with fewer clicks within their established user account.

### **Mapping**

Using an API from Google, Bing or MapQuest, the website should provide a robust mapping feature which connects all services within the regional Kansas City area, but also maintains the differing identity of each transit system. We envision that the mapping feature to be the highlight of the

proposed website, and all functionality should seamlessly tie into the mapping feature.

### **Public Engagement**

A module or section of the site should be built with public engagement in mind, including the ability for users to post comments and replies to comments, submit ADA complaints, rate projects, post photos or files, and share their postings on social media.

### **Website Hosting**

The new website will be a high-traffic website for regional users, so an appropriately sized server and robust bandwidth should be factored into hosting the site and handling heavy amounts of traffic. The contractor should advise on hosting packages (including back-up and server upkeep) and security certificate options.

## **C. Usability Requirements**

### **Audience**

The Regional Transit Website will be used by a very broad audience. It will attract riders of varying ages, backgrounds, language proficiencies, and disabilities and should be designed to accommodate their varying needs. To ensure the best accessibility, it is recommended that the final website comply with [Section 508 standards](#).

### **Responsive Web Design**

This project needs to incorporate a “mobile first” approach throughout. The regional transit website must be a responsive website designed for compatibility with smart phones, tablets and PC’s alike. It is essential that transit information be available at every point along the transit user’s journey. Mobile formats will be the most useful to transit users as they can access a broader range of information from static maps to real-time bus arrival information to on-the-fly trip planning.

### **User Testing**

The new website will have a strong customer service focus and must function properly from the beginning to ensure a strong and successful launch. Beta testing with existing transit users will be required.

## **2.4 Scope of Services and Deliverables**

### **1. Website Transition Plan**

The contractor shall advise and work with KCATA to strategically shift all web traffic related to transit service, regional planning and engagement and consolidating service planning features and data integration into one system and website.

### **2. Best Practices Research for Regional Transit Websites and Core Functions**

Based on the preferred website strategy, the contractor will research best practices in regional transit websites and the implementation of core functions found through the audit. The contractor will present best practices, potential opportunities and recommendations on overall direction.

### **3. Sitemap and Wireframe**

The contractor will develop a sitemap and wireframe to assist in visualizing the structure of the website, including a mobile version. Once the sitemap has been approved, the contractor will provide a wireframe mockup of the website and mobile versions (tablet

and smart phone) with a focus on easy navigation and an intuitive hierarchy of features and functions.

#### **4. Web Site Design and Development**

The contractor will provide at least three design comps using the kcata/tocd site as the approved look and feel. The design comps should not only reflect the design of the site but also represent the users' experience on the website. Once a final draft of the website has been approved, the contractor will begin developing the website accordingly. Original content will be created by the client and the contractor should assist in the migration of this content prior to beta testing.

#### **5. Website Testing and Optimization**

Prior to the website launch, the contractor will complete alpha testing of the website making sure all integrated functions, including third-party, are functioning properly. The contractor will then work with the Technical Team to implement beta testing of the website across browsers and devices. Once the testing is complete, the contractor will fix any bugs and UE/UI issues discovered through testing of the website. The contractor will also be responsible for search engine optimization of the website.

#### **6. Staffing and Training**

The regional transit website will be managed in-house with content development and updates being done by a combination of agency staff and contractor resources. The contractor will provide training for the use of the Craft CMS and other integrated features.

### **2.5 Summary of Deliverables:**

- Website transition plan and near-term strategy for developing the new regional transit website.
- Summary and presentation of best practices related to regional transit websites (structure, organization, and implementation of vital features) and recommendations for moving forward into the design phase
- Website structure delineated through a sitemap
- Website layout delineated through wireframing and/or style tiles
- Website design comps reflecting the new site architecture.
- A fully built regional transit website
- Alpha testing of the website
- Beta testing plan and implementation, including engagement of users
- Training of key staff to manage the website and its many functions
- Live, working website

### **2.6 Functional Parameters**

Based on existing and necessary functions of the websites currently providing transit-related information, the new regional transit website should at a minimum include the following:

#### **1. Transit Service Information and Resources:**

- Real-time Maps and Schedules

- PDFs of Transit Maps and Schedules for printing
- Regional System Maps
- Rider Bulletins/Alerts
- Google Transit GTFS feed
- Rider Guide & Code of Conduct
- Realtime Bus Tracker
- Fares/ Fare Policy
- E-Commerce: Buy Passes and merchandise
- Biking Information
- Rideshare & Vanpool Program
- Links to providers
- Contact info

## **2. Transit System Planning**

- Regional Transit Funding Initiatives
- Smart Moves Regional Transit Vision
- Transit Implementation Progress
- Performance Measures Dashboard
- Planning Studies
- Regional Coordination Initiatives
- Planning and Stakeholder Committees
- Transit Data (GIS layers, etc.)

## **3. Transit Stakeholder Engagement and Communication:**

- Current Public Engagement Opportunities
- Planning and Stakeholders Committees
- Calendar
- Comment Form
- Contact Information
- Social Media
- Bulletins
- Newsletters/News/Blog
- Other engagement/communication tools

## **4. Other:**

- Jobs Board
- Recruitment
- Procurement (Open Bids and Proposals)
- App Center
- Open data (GTFS, GIS Shapefiles, XML feeds)

## **2.7 Timeframe**

It is desired that the new website launch prior to the World Cup 2026 in June, allowing sufficient time to complete the scope of work in a manner and detail necessary to produce a well-planned, highly functional website. In crafting a proposal contractor should reflect an estimated schedule based on these considerations.

## 2.8 Proposal Submittal Requirements

The following items must be addressed in all proposals:

- 1) *Contact info*: Key contact, company, address, phone, e-mail.
- 2) *Experience and capacity*: Information about the contracting firm, including years of operation, experience with similar projects, capacity to provide the requested services, key professional staff who would be assigned to the project and their qualifications, and a listing of proposed subcontractors, if any.
- 3) *Approach*: Brief description of the approach your firm would use to plan and develop the website, given the key goals identified in this RFP.
- 4) *Cost*: A schedule of proposed costs for potential services.
- 5) *Schedule*: Your estimate of the project duration and timing of key milestones.
- 6) *References*: Three (3) references from agencies that have engaged the firm in similar services.
- 7) *Samples*: Samples of previous relevant website design and development work.

There is a more complete, detailed provision of proposal submittal requirements withing Section 4 of this RFP. Proposers should review this section in addition to Section 4.

## 2.9 Proposal Evaluation Criteria

Technical Expertise: Design and Programming Abilities
Qualifications and Experience
Understanding of the Project
Approach/ Creativity
Work Samples
References
Cost

## 2.10 On-Site Presentations

The project selection team may require an oral presentation by firms identified as having made the short-list of proposers who submitted. KCATA will make a determination of dates and times for interviews, and determine if these are in person or held remotely via Microsoft TEAMS. Firms will be contacted by KCATA with as much advanced notice as feasible for the project schedule.

**SECTION 3  
PROPOSAL INSTRUCTIONS  
#25-7041-34A**

**3.1 General Information**

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

**3.2 Proposal Submissions**

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central Time on December 2, 2025**. Proposals received after the time specified may not be considered for award.

**B. Proposal Delivery.**

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

Kristen Emmendorfer, Procurement Director  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108

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

- 2. Hand deliveries are only to **KCATA’s Shipping/Receiving Department located at 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108**. Allow time for navigating through security and parking. Proposals delivered to other locations at KCATA may be considered late and non-responsive.
- 3. Firms are to provide a complete copy of their proposal on a USB drive, **without password protection**:
  - Each Volume 1 through 3 to be submitted in a separate .pdf and labeled accordingly. Volume 3 ONLY should contain proposed pricing information.
  - Financial Statements to be submitted separately and labeled CONFIDENTIAL
  - Redlined Contract Terms and Conditions are submitted in **Word** format.
- 4. Proposals received via electronic mail (email), or password protected USB drives will not be considered.

**3.3 Reservations**

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

- B. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
- C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

### **3.4 Proposer's Responsibilities**

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

### **3.5 Authorization to Propose**

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

### **3.6 Withdrawal & Incomplete Proposals**

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

### **3.7 Modification of Proposals**

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

### **3.8 Unbalanced Proposals**

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

### **3.9 Protests**

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
  - 1. Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests

must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.

2. Post-Submittal/Pre-Award. A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
3. Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

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

### **3.10 Disclosure of Proprietary Information.**

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
  1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"
  2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
  3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request, and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

### 3.11 Diverse Business Enterprise Requirements

- A. It is KCATA's policy that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors.
- B. KCATA's diversity programs are subject to the requirements of 49 CFR Part 26, and it is KCATA's policy to:
1. Ensure nondiscrimination in the award and administration of contracts;
  2. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;
  3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
  4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate in the programs;
  5. Help remove barriers to the participation of diverse firms in contracts;
  6. To promote the use of diverse firms in all types of contracts and procurement activities; and
  7. Assist in the development of firms that can compete successfully in the marketplace outside the diversity programs.
- C. Funding for projects under these contracts may be funded in part by the federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA), or may be a combination of funds appropriated by the state, county, or city governments. *Federally funded projects will be subject to DBE and SBE requirements. For projects funded by other sources, MBE, WBE or SLBE requirements will apply.*
- D. There is no diversity goal established for this project.
- E. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- F. **Recognized Certifications.**
1. Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs). These programs apply to federally funded projects. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA, or through the Kansas Department of Transportation's (KDOT) DBE Program. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MoDOT's website. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications from other agencies will not be counted toward DBE/SBE participation.
  2. Minority Owned Business Enterprises (MBEs), Woman Owned Business Enterprises (WBEs) and Small Local Business Enterprises (SLBEs). These programs apply to non-federally funded projects. MBE/WBE firms may participate as prime contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as MBEs/WBEs under the MBE/WBE Criteria based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D Firms (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable. Only firms certified with KCATA, City of Kansas City, MO, State of Missouri Office of Equal Opportunity, or Kansas Department of Commerce will be considered eligible to meet KCATA's MBE/WBE

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

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

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

G. **Diverse Participation Credit.** Diverse firms may participate as Prime Contractors, Subcontractors, or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:

1. The total contract dollar amount that a qualified diverse Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the Prime is currently certified and is a commercially useful function as defined by the Program.
2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified diverse firm; and
3. Subcontractor participation with a lower tier diverse subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is qualified as a diverse firm. If the diverse firm is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
  - a. Participation in a contract by a diverse firm that does not perform a commercially useful function as defined by the Program; and
  - b. Any portion of the value of the contract that a diverse Subcontractor subcontracts back to the prime contractor or any other contractor who is not qualified as a diverse firm; and
  - c. Materials and supplies used on the contract, unless the diverse firm is responsible for negotiating the price, determining quality and quantity, ordering materials, installing (where applicable), and paying for the material itself; and
  - d. Work performed by a diverse firm in a scope of work other than that in which the firm is currently certified.
6. Good Faith Efforts. Failure to meet the contracted diversity participation commitment without documented evidence of good faith efforts may result in termination of the contract.
  - a. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
    - 1) Soliciting through all reasonable and available means (e.g., attendance at pre-proposal conferences, advertising, and/or written notices) the interest of all certified diverse firms who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the qualified firms to respond to the solicitation. The Proposer must determine with certainty if the firms are interested by

taking appropriate steps to follow up on initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.

- 2) Selecting portions of the work to be performed by diverse firms in order to increase the likelihood that the diverse goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate diversity participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 3) Providing interested diverse firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 4) Negotiating in good faith with interested firms.
- 5) It is the Proposer's responsibility to make a portion of the work available to diverse subcontractors and suppliers and to select those portions of the work or material needs consistent with the available diverse subcontractors and suppliers, so as to facilitate diverse participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of diverse firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for diverse firms to perform the work.
- 6) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include diverse subcontractors, and would take a firm's size and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using diverse firms is not in itself sufficient reason for a Proposer's failure to meet the contract diversity goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good-faith efforts. Prime contractors are not, however, required to accept higher quotes from diverse firms if the price difference is excessive or unreasonable.
- 7) Not rejecting diverse firms as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- 8) Making efforts to assist with interested diverse firms in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
- 9) Making efforts to assist interested diverse firms in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 10) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of diverse firms.
- 11) In determining if the Contractor did use good faith efforts in securing participation by qualified diverse firms, KCATA may request copies of each subcontractor quote (diverse

and non-diverse) in the event a non-diverse subcontractor was selected over a diverse for work on the contract.

7. Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any change orders or amendment modifying the amount Contractor is to be compensated may impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
- a. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
  - b. **Good Cause** - Good cause includes the following circumstances:
    - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
    - 2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
    - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
    - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
    - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
    - 6) The DBE subcontractor is not a responsible contractor; or
    - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
    - 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
    - 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
    - 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
  - c. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.

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

**SECTION 4  
PROPOSAL SUBMISSION, EVALUATION AND AWARD  
#25-7041-34A**

**4.1 Introduction**

The intent of the RFP is to encourage submittals that clearly communicate the contractor's qualifications for the Project. Proposals should provide information **in a concise**, well-written, well-organized manner containing only information relevant to this Project as well as the deliverables specifically identified by KCATA to assist it and its regional partners. An intuitive, creative and easy to navigate website for all regional transit options is the goal. Proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified contractor. Firms are encouraged to submit only proposal material that is relative to the contractor services and scope cited. Including extra marketing materials and publications is discouraged. KCATA requests that firms proposing focus efforts on the criterion for which they will be scored.

**4.2 Proposal Format**

- A. Volumes shall be submitted in the following order:
- b. Volume 1: Price Proposal
  - c. Volume 2: Technical Proposal
  - d. Volume 3: Contractual Documents
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. **No Cost Proposal information is to be included within Volumes 2 and 3** (with exception to the pricing in Attachment G, "Letter of Intent to Subcontract with DBE" (Volume 3). Volumes 1 and 3 are not shared with the evaluation team.
- D. Submission of a proposal shall constitute a firm offer to KCATA for one hundred twenty (120) days from the date of closing.

**4.3 Volume 1 – Price Proposal**

- A. Proposers are asked to submit a Price Proposal to include all costs/expenses associated with the provision of the services as described in Section 2, "Scope of Services."
- B. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- C. Elements of the Price Proposal include:
- Attachment C-1: Price Proposal
  - Attachment C-2: Schedule of Participation of Prime Contractor and all Subcontractors
  - Attachment C-3: Letter of Intent to Subcontract – required if utilizing a certified diverse subcontractor
- D. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.
- E. Proposals for alternative pricing shall be clearly marked as such.

- F. The Price Proposal documents shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal (Volume 2).** Proposers should refrain from including any documentation that lends itself to revealing pricing or costs.

#### 4.4 Volume 2 – Technical Proposal

- A. The Technical Proposal page limit is no more than 25 pages describing the approach your firm would use to plan and develop the website, given the key goals identified in this RFP.

The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal, in totality, does not exceed 25 pages. Proposals submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.

- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts).

- C. The following are **excluded** from the page count:

- Title Page
- Table of Contents
- Letter of Transmittal
- Tabs or Indices
- Additional Lists of References
- Resumé and background information (please do not include any more than 2 pages per individual)
- Supplemental documents that are requested as part of this RFP – (I.e. Work Samples)

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

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

1. Letter of Transmittal. The letter should be addressed to Kristen Emmendorfer, KCATA Procurement Director, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:
  - a. Name of lead firm and all proposed team members, including all subcontractors if included.
  - b. Location of business operations.
  - c. List of key personnel that will be associated with this project.
  - d. Proposed working relationship among firms identified (i.e., Prime, Subcontractor).
  - e. Acknowledgement of Receipt of Addenda (if any).
  - f. A statement that the Project Manager or the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that key personnel shall not be removed

or replaced without the prior notice to KCATA.

- g. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
2. Title Page. Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
3. Table of Contents. Clearly identify the materials submitted by section and page number.
4. Proposer Background, Understanding of KCATA's Project & Milestones: Provide a **brief** synopsis of the Proposer's and any major subcontractors' proposed businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP. See Section 2, Scope of Work, Purpose and Goals.

Proposer should describe in detail the understanding of the expected service and final design and hosting activities. Call out specifically areas of importance as conveyed in the scope of work and in what order, per timeline submitted for the work, Proposer will meet the pre-June 2026 deadline of being completely prepared to go-live with the list of must-haves per KCATA. State milestones and describe briefly the activities/requirements for each.

5. Experience and Qualifications/Work Samples and References
  - a. This section should demonstrate the Proposer's experience, skills and qualifications, and professional certifications (if required) and licenses required in the performance of this service.
  - b. Include any special knowledge skills and abilities you believe are required for this project focusing on website design, creativity, ease of use and collaboration of information from multiple transit providers to create seamless, easy-to-use website. Hosting services experience and demonstrated success with a project of like size and scope is the expectation. Availability for emergent needs for assistance of maintenance of website activities.
  - c. Detail any added services that the Proposer will provide that are not specifically requested in this RFP. This is where the Proposer should highlight their value adds. What can you do for KCATA to provide the desired outcome and service that your competitors cannot.
  - d. Provide resumés (limited to no more than two (2) pages per individual) for the proposed Project Manager and all personnel considered vital to provide the specified services and deliverables. Resumes should not include any personal information (i.e., emails or phone numbers). Include this information for each subcontractor. Identify the percentage of time each key member will spend on the project for inception, implementation and ongoing services including all facets of hosting.
  - e. Identify primary office location for the Project Manager and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings, deliveries, emergencies, and coordination efforts that may arise during the project.
  - f. References. Proposer and any subcontractors proposed will provided three (3) references from agencies that have engaged the Proposer in similar or same service provision. Include technical skills, competencies, and experience listed to meet the requirements in the Scope of Services. The references should include:
    - Name of Company

- **A brief summary** of project and type of services performed
- Contact information for a person that can speak to the work performed to include name, title, telephone number and email address – (please make sure the information is accurate and current)
- Start/completion dates of project

g. Work Samples. Provide for KCATA’s evaluation committee up to five (5) relevant website development and design work for review.

6. Technical Expertise: Design and Programming Abilities

- a. State how your firm’s qualifications and ability to deliver the content within Items B and C, Technical Parameters and Usability Requirements. How does KCATA know by reading your proposal that your company possesses these capabilities.
- b. Describe successful experience(s) with payment gateways, , and essential elements of KCATA’s scope of work.
- c. Showcase creativity, branding and user-centric thinking skills as they apply to KCATA’s end goal.
- d. How are you different than the competition in hosting and deployment, security practices, performance optimization, and overall infrastructure and resulting performance.

7. Exception and Omissions.

a. **Exceptions.**

1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.

2) Contract Terms and Conditions.

(a) A sample of KCATA’s Contract Terms and Conditions, including KCATA’s Travel Policy for Contractors (Attachment A). Proposers should review the sample terms and conditions and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposer’s submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted. Federal Transit Administration terms are not negotiable.

(b) Proposers are asked to submit the sample terms and conditions in Word format (document provided by KCATA) with exceptions and suggested language redlined. This is a separate document and will be provided by the Proposer separately and apart from the sample)

(c) Include the redlined document in Volume 2.

b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

**4.5 Volume 3 – Contractual**

**A. Financial Condition of the Firm.**

1. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to

permit KCATA to inspect and examine its financial statements.

2. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subcontractors who are part of the proposed team are not required.**
3. Financial documents must be submitted as a separate .pdf document and marked CONFIDENTIAL. These documents are not shared with the Evaluation Committee.

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

C. **Proposer Status – Vendor Registration.**

1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete the vendor registration process. KCATA uses a secure, online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA prior to 2018 must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. A confirmation email will be sent with instructions to create a permanent password and instructions to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features. This process requires a current IRS Form W9.
3. Prime Contractors must complete the online Vendor Registration Questionnaire. Subcontractors are encouraged to register to be included in notices of future solicitations.
4. If registered, provide a copy of registration document with proposal.
5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Carla Mann, KCATA's Community and Employee Engagement Specialist at (816) 346-0208 or via email at [cmann@kcata.org](mailto:cmann@kcata.org).

D. **Forms Due with Proposal Submission.** The following forms are required and must be provided as part of **Volume 3**.

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

3. Employee Eligibility Verification.

- a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
- b. The Proposer shall also affirm (Attachment G-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
- c. Proposer shall submit acceptable proof of enrollment that includes the E-Verify Memorandum of Understanding (MOU). Provide a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).
- d. The Proposer shall obtain this affidavit (Attachment G-2) from its subcontractors at all tiers.
- e. This form is renewable annually.

4. Non-Collusion Affidavit to be completed by Prime Contractor only

5. Receipt of Addenda. If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

6. Letter of Intent to Subcontract. This letter is only required for each Diverse subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor (Attachment H).

**4.6 Proposal Evaluation Criteria**

A. Proposals will be evaluated by a Selection Committee based on the following criteria which are listed in descending order of importance. **SEE SECTION 4.4, PAGE 23 OF THIS RFP, VOLUME 2 TECHNICAL PROPOSAL FOR DETAILS PROVIDED BY KCATA REGARDING SPECIFIC INFORMATION SOUGHT VIA SUBMISSIONS/RESPONSES.**

1. Technical Expertise: Design and Programming Abilities
2. Experience and Qualifications/Work Samples and References
3. Proposer Background, Understanding of KCATA's Project & Milestones
4. Project Approach and Creativity/Work Samples/References
5. Cost

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

**4.7 Presentations/Interviews/Written Responses**

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

#### **4.8 Contractor Selection**

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

#### **4.9 Contract Award**

The selected Proposer shall only perform work on the Contract after the effective date is affixed, and the fully executed contract sent to the selected proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before that date. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the contract. KCATA anticipates a contract award for a two (2) year base term with three (3) one-year options.

**ATTACHMENT A**  
**PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS**  
**#G25-7041-34A**

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all subcontractors at the closing date/time.

- Volume 1: Price Proposal – Attachment C
  - ✓ Attachment C-1 Price Proposal
  - ✓ Attachment C-2 Schedule of Participation
  - ✓ Attachment C-3 Letter of Intent to Subcontract (if utilizing Diverse Subcontractor)
  - ✓ Attachment C-4 Contractor Utilization Plan/Request for Waiver
  
- Volume 2: Technical Proposal
  
- Volume 3: Contractual
  - ✓ Attachment X Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
  - ✓ Attachment X-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
  - ✓ Attachment X-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
  - ✓ Attachment X-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (only if using subcontractors)
  - ✓ Attachment X Non-Collusion Form (Prime Contractor Only)
  - ✓ Attachment X Letter of Intent to Subcontract (for Diverse Subcontractors only – signed by Prime and Diverse Subcontractor)
  
- Required Documents **Provided Separately (Properly Labeled)**
  - ✓ Attachment C, “Price Proposal” in Excel format
  - ✓ Sample Terms and Conditions – Exceptions redlined and in Word format
  - ✓ Financial Statements for Past Two (2) Years – Prime Contractor Only and marked Confidential

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

**#25-7041-34A**

**THIS SAMPLE CONTRACT IS THE BASIS OF THE AWARDED PROPOSER'S FINAL AGREEMENT.  
PROPOSERS MUST PROVIDE ANY EXCEPTIONS AND SUGGESTED LANGUAGE AS PART OF THEIR PROPOSAL. Proposers  
who fail to cite exceptions at time of proposal deadline will NOT be allowed to re-visit this after the deadline.**

**FEDERAL TRANSIT ADMINISTRATION TERMS ARE NOT NEGOTIABLE**

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

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

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

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

**3. TERM.**

The term of this contract agreement shall be for a period of two year(s) beginning \_\_\_\_\_, 2025 and expiring on \_\_\_\_\_ with three (3) one-year extension options. The services to be performed and the deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

**4. CONTRACT SUM.**

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

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

**5. ORDER OF PRECEDENCE**

In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute

this Contract, the following order of precedence shall apply:

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

**6. MISCELLANEOUS PROVISIONS.**

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

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

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

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

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Reginald Townsend  
Chair, Board of Commissioners

By \_\_\_\_\_  
Gregory Goheen  
Legal Counsel, Board of Commissioners

**APPENDIX B**  
**SAMPLE CONTRACT TERMS AND CONDITIONS**

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

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

**6. CHANGES**

KCATA may at any time, by a written order, and without notice to the surety, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's claim for

adjustment under this clause must be asserted within thirty (30) days of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

## **7. CIVIL RIGHTS**

### **A. Nondiscrimination in Federal Public Transportation Programs.**

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

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

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

### **C. Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
  - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
  - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
  - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and

- e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- 2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
- 3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
- 4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.
- 5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. Environmental Justice. To protect minority populations and low-income populations against disproportionately high and adverse effects of Federally assisted programs, Contractor shall comply with environmental justice requirements in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," U.S.C. 4321 note, and DOT Order 5610.2C, "U.S. Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations."
- E. Access to Services for Persons with Limited English Proficiency. Compliance to provide meaningful access to public transportation services in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, and its implementing regulation at 28 CFR § 42.405(d), and applicable U.S. Department of Justice guidance.
- F. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.
- G. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

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

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the

Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

## **9. CONTINUITY OF SERVICES**

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

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

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

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

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

## **12. DISPUTE RESOLUTION**

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

### 13. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

- A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:
1. Ensure nondiscrimination in the award and administration of contracts;
  2. Create a level playing field on which diverse firms can compete fairly for contracts;
  3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;
  4. Help remove barriers to the participation of diverse firms in contracts;
  5. To promote the use of diverse firms in all types of contracts and procurement activities; and
  6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.
- C. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.
- D. For this contract, a zero percent commitment for diverse firms/vendors/contractors has been set.
- E. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

### 14. EMPLOYEE ELIGIBILITY VERIFICATION (FOR CONTRACTS OVER \$5,000)

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

### 15. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemics; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such

nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.

- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

## 16. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

## 17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

## 18. 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.

## 19. INDEPENDENT CONTRACTOR

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

## 20. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation) policies, shall name KCATA, its commissioners, officers, and employees as Additional Insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).

- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
  2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Workers' Compensation:**

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

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

2. **Commercial General Liability:**

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

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its

commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

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

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

5. **Umbrella or Excess Liability**

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

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

**21. LIABILITY AND INDEMNIFICATION**

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.
- B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
  - 1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

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

## 22. LICENSING, LAWS, AND REGULATIONS

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

## 23. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Senior Director of Marketing and Communications at [\(816\) 510-2874](tel:8165102874) or by e-mail [cbaker@kcata.org](mailto:cbaker@kcata.org).
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Kristen Emmendorfer, Procurement Director  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108

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

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

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

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

**25. PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

**26. PROHIBITED INTERESTS**

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

**27. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials, or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

**28. RECORD RETENTION AND ACCESS**

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.

- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

## 29. REQUESTS FOR PAYMENT

- A. Contractor shall timely submit invoices for work performed each calendar month by the 15<sup>th</sup> day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org). Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing period applicable and, if travel expenses, pre-approved before issuance of an Agreement by the Authority, are included for reimbursement, receipts for each line item claimed as reimbursable shall be included with Invoice and/or Payment Application. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.
- B. Payment by KCATA shall be made within 30 days after receipt of a proper and timely invoice.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
  - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
  - 2. **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
  - 3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
  - 4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
  - 5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
  - 6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

### 30. RIGHT TO OFFSET

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

### 31. SEAT BELT USE POLICY

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

### 32. SEVERABILITY

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

### 33. SUBCONTRACTORS

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **Diverse Subcontractor Employment.** See "Diverse Business Enterprise Requirements.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
  - 1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  - 2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  - 3. The following provisions if included in this Contract:
    - Assignment
    - Civil Rights
    - Conflicts of Interest (Organizational)
    - Dispute Resolution
    - Diverse Business Enterprise Requirements
    - Employee Eligibility Verification
    - Force Majeure
    - General Provisions
    - Headings
    - Inspection of Services
    - Prohibited Interests

Prohibited Weapons and Materials  
Record Retention and Access  
Seat Belt Use Policy  
Termination  
Texting While Driving and Distracted Driving  
Conflicts of Interest (Organizational)

- E. The Contractor will take such action with respect to any subcontractor as KCATA, or the U.S. Department of Transportation, may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

### **35. SUSPENSION OF WORK**

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

### **36. TERMINATION**

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
  - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
  - 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.

- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### **37. TEXTING WHILE DRIVING AND DISTRACTED DRIVING**

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

### **38. TRAINING**

If specified, the Contractor shall properly train KCATA personnel in the operation and maintenance, to include preventive maintenance, of any applicable equipment supplied as part of the project. The estimated amount of training man-hours will be provided as specified.

### **39. UNAVOIDABLE DELAYS**

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

### **40. WARRANTY**

- A. The Contractor agrees that equipment, materials, or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such equipment, materials, or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

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

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

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

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

**ATTACHMENT B (CONTINUED)**  
**KCATA'S TRAVEL POLICY FOR CONTRACTORS (APPENDIX B OF CONTRACT)**

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. If possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice but will be reimbursed no more than a maximum daily amount allowed by current GSA (CONUS) rates for the Kansas City area unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-18%, will be reimbursed up to a maximum of \$63 per person a day (based on 2025 General Service Administration daily rates for the Kansas City metropolitan area). Alcoholic beverages are **not** an eligible reimbursable expense. Allowance for meals will be adjusted for first and last day of travel.
4. **Incidentals:** General Service Administration (GSA) reimbursement rate for incidentals is \$5 per day (tips to porters, hotel staff, etc.).
5. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in advance by KCATA. The auto selected class, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
6. **Telephone:** If applicable, project-related, long-distance business calls will be reimbursed.
7. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
8. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
9. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson, and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at the current rate established by the Internal Revenue Service.

**ATTACHMENT C-1**

**Price Proposal for RFP #G25-7041-34A**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
REGIONAL  
TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

<b>Task Description</b>	<b>Base Term (Year 1)</b>	<b>Base Term (Year 2)</b>	<b>Option Year #1 (Year 3)</b>	<b>Option Year #2 (Year 4)</b>	<b>Option Year #3 (Year 5)</b>
Hosting Annually (Paid Monthly)					
On-call Updates (Hourly Rate) See below for additional hourly rate information					
Design Services (Hourly Rate) See below for additional hourly rate information					
Development					
Analytics					

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

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

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

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

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

**PRICE PROPOSAL PAGE 1 OF 2  
RFP#25-7041-34A**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY  
REGIONAL  
TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

*Proposers shall provide the billable hourly rates and number of hours of each individual (by position and name) to be assigned to this project. The rates shall be fully burdened and include all profit, overhead, and expenses required to perform the Scope of Work on this project. **A range of hourly rates is not acceptable.** The rates provided in this Cost Proposal will remain in effect during the term of the contract.*

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

DIRECT LABOR (List Labor Categories)	ESTIMATED HOURS	RATE PER HOUR	TOTAL ESTIMATED COST
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
TOTAL FOR PRIME Proposer			

SUBCONTRACT/CONSULTANT NAME	MARKUP RATE (%)	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	
		\$	
		\$	
TOTAL FOR Subcontractors			

<b>OTHER ANTICIPATED PROJECT EXPENSES (INCLUDING TRAVEL)</b>	
<i>Please provide description of expense and quantity, if applicable (i.e., Travel – 5 trips @ \$XXX)</i>	
TOTAL FOR OTHER ANTICIPATED EXPENSES	\$

<b>TOTAL COMBINED PROJECT COST (PRIME, SUBS AND EXPENSES)</b>	\$
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**ATTACHMENT C-2**  
**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**  
*To Be Completed if Utilizing Subcontractors*

Project \_\_\_\_\_ Description: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

TOTAL VALUE OF WORK \$ \_\_\_\_\_

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

TOTAL DIVERSITY PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DIVERSITY PARTICIPATION \_\_\_\_\_%

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

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

**ATTACHMENT C-3**

**LETTER OF INTENT TO SUBCONTRACT**  
*(Required only if subcontracting with diverse firms)*  
**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**REGIONAL**  
**TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual agreement with \_\_\_\_\_ (“Diverse Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract:

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

\_\_\_\_\_  
\_\_\_\_\_

DIVERSITY CERTIFICATION: \_\_\_\_\_ DBE \_\_\_\_\_ SBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ SLBE

CERTIFYING AGENCY(IES): \_\_\_\_\_

CERTIFIED CAPACITIES (NAICS): \_\_\_\_\_  
*Subcontractor to provide copies of current, valid certification(s) listing all eligible disciplines (NAICS).*

Prime Contractor agrees to utilize Diverse Subcontractor in the capacities indicated herein, and Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

\_\_\_\_\_  
Signature: Prime Contractor

\_\_\_\_\_  
Signature: Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

**ATTACHMENT C-4**  
**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**  
*To Be Completed if Utilizing Subcontractors*  
**KANSAS CITY AREA TRANSPORTATION AUTHORITY**  
**REGIONAL**  
**TRANSIT WEBSITE CONSOLIDATION & UPGRADE**

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Submittal Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Diversity Business Enterprise submittal requirements on the above project and the Diversity Programs and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize diverse subcontractors on the project.
2. The project goal for Diversity Participation is \_\_\_\_\_%. Bidder/Proposer assures that it will utilize a minimum of the following percentages of Diversity participation in the above project:

BIDDER/PROPOSER PARTICIPATION COMMITMENT \_\_\_\_\_% FOR \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

3. The following are the diverse subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the diverse subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein. *List additional diverse firms, if any, on an additional page and attach to this form.*

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

\_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

\_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Name of Diverse Firm \_\_\_\_\_ % of Work \_\_\_\_\_

\_\_\_\_\_

Certifying Agency \_\_\_\_\_ Type \_\_\_ DBE \_\_\_ SBE \_\_\_ MBE \_\_\_ WBE \_\_\_ SLBE

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

**ATTACHMENT C-4 (CONTINUED)**

**TOTAL DIVERSITY \$ AMOUNT ON PROJECT:**            \$ \_\_\_\_\_

**TOTAL DIVERSITY % COMMITTED TO PROJECT:**        \_\_\_\_\_ %

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed diverse firm for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed diverse firm as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due to a diverse firm for the purpose of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the diversity commitment set for this Project, Bidder/Proposer hereby requests a waiver of the diversity commitment that Bidder/Proposer has failed to achieve. To demonstrate Bidder/Proposer good faith efforts to achieve the commitment the Bidder/Proposer must submit a narrative summary detailing its efforts and the reasons its efforts were unsuccessful and include documentation substantiating the efforts as outlined in KCATA's Diverse Business Requirements.
7. Bidder/Proposer has notified each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein.

Bidder/Proposer Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_ Fax \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

(Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: \_\_\_\_\_ (Notary Seal)

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

**A. Nondiscrimination in Federal Public Transportation Programs.**

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

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

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

## KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

### C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and
  - a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
  - b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement;
  - d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and
  - e. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".
3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq., U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.
4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.
5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

**KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 3)**

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

\_\_\_\_\_

Affiant's Signature

\_\_\_\_\_

Date

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

\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Date

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

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

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

**A. RACIAL/ETHNIC**

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

**B. JOB CATEGORIES**

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

**ATTACHMENT D-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT**

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

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

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT E  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Proposer Name

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

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

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

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires: \_\_\_\_\_

(Seal)

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

My Commission expires: \_\_\_\_\_ (Seal)

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

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

My Commission expires: \_\_\_\_\_ (Seal)

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