
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

REQUEST FOR PROPOSALS
#08-5009-32

BUS OPERATOR TRAINING SIMULATOR SYSTEM

Date: April 14, 2008

Contact: Adam Dickman-Potts

Telephone Number: 816-346-0284

FAX Number: 816-346-0336

E-Mail: adickman@kcata.org

**NOTICE OF REQUEST FOR PROPOSALS
BUS OPERATOR TRAINING SIMULATOR SYSTEM**

DATE: APRIL 14, 2008

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified firms for the installation of an Operator Training Simulator System to train KCATA vehicle operators.

Proposers shall read and understand the requirements of this Request for Proposals (RFP). Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity laws and regulations. Proposer shall also certify that it is not on the Comptroller General's list of ineligible contractors.

The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations. All discounts should be reflected in each unit price quotation unless otherwise specified.

Six copies of the proposal, accompanied by one with PDF documents on CD, must be submitted in accordance with the instructions contained herein no later than 4:00pm CST on Thursday, May 15, 2008. Please reference RFP #08-5009-32 on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal instructions will not be opened nor considered as responsive. Proposals must be submitted to:

Kansas City Area Transportation Authority
Procurement Department / 08-5009-32
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for sixty days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. KCATA reserves the right to waive informalities or irregularities in proposals, and to reject any or all proposals and to re-advertise for proposals if it is in the best interest of the Authority. Proposers shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document, including the sample contract and contract conditions.

This project includes the submission of a Proposal Bond in the amount of 5% of the contract amount. Please include this with the submission of your proposal.

An optional pre-proposal conference (to be held by teleconference) is tentatively scheduled for the week of April 21st, 2008. Please call (816) 346-0284 if you would like to participate.

For information related to this proposal, contact Adam Dickman-Potts at (816) 346-0284, or email adickman@kcata.org.

Etta J. Jackson, KCATA Director of Procurement

**BUS OPERATOR TRAINING SIMULATOR SYSTEM
PROPOSAL # 08-5009-32**

NO PROPOSAL RESPONSE FORM

To assist us in obtaining good competition on our Request for Proposals (RFP's), we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying Proposal #08-5009-32. This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

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

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

- ___ 3. We do not feel we can be competitive.

- ___ 4. We do not provide the service which this bid requests

- ___ 5. Other: _____

NAME OF FIRM

SIGNATURE

- ___ We wish to remain on the Bidder's List for these services.

- ___ We wish to be deleted from the Bidder's List for these services.

Please mail or fax this form to the following:

KCATA Procurement Department / Attn: Adam Dickman-Potts
1350 East 17th Street
Kansas City, MO 64108
Fax: (816) 346-0336
Proposal #08-5009-32

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**SECTION I.
PROPOSAL SCHEDULE**

Proposal Issue.....April 14, 2008

Optional Pre-Proposal Telephone Conference* Week of April 21, 2008

A. TimeTBD

Deadline for Proposer Questions.....May 2, 2008

Deadline for KCATA’s Response to Proposer QuestionsMay 7, 2008

Proposal ClosingMay 15, 2008

A. Time4:00pm, CST

Proposal Award.....June 2008

*Contact Adam Dickman-Potts at (816) 346-0284, or email adickman@kcata.org if you wish to participate in the teleconference.

SECTION II
GENERAL PROVISIONS/TECHNICAL SPECIFICATIONS

1. General

The Contractor shall implement, in accordance with this specification, one Operator Training Simulation System (System) for the Kansas City Area Transportation Authority (KCATA).

The System shall consist of a Situation Display, Operator Cab Enclosure (Cabin), Driving Station, Visual Displays, Instructor Console and Simulation Controller. The System will be used to train novice and experienced KCATA vehicle operators on the fixed route vehicle fleet and non-revenue vehicles such as sedans, vans and trucks.

2. KCATA Vehicles and Dimensions

The System shall provide simulation training for the following KCATA vehicle types and dimensions:

Fixed Route Bus [9600] 40'7" long x 102" wide
Interior measurements: width – 96"
Distance required from dashboard to back of operators seat – 36"

Fixed Route Bus [Low Floor] 41' long x 102" wide
Interior measurements: width – 95"
Distance required from dashboard to back of operators seat – 41"

Fixed Route Bus [MAX] 41'10" long x 100" wide
Interior measurements: width – 95"
Distance required from dashboard to back of operators seat – 37"

Fixed Route Bus 30' long x 102" wide
Interior measurements: width – 97"
Distance required from dashboard to back of operators seat – 33"

Cutaway Van
Interior measurements: width – 92"
Distance required from dashboard to back of operators seat – 55"

Truck Bus
Interior measurements: width – 93"
Distance required from dashboard to back of operators seat – 37"

3. Operator Enclosure (Cabin)

The operator enclosure (cabin) shall provide the physical interior width, height, and depth dimensions to support the insertion of either type of driving station.

The cabin shall be constructed of durable materials approved by KCATA, including a roof, floor, front panel and side panels.

The cabin shall be open for entry at the rear and include openings in the front and side panels that correspond with the windshield and windows (without glass) for viewing the simulation displays.

The cabin flooring must be constructed of a material approved by KCATA that is non-slip, durable, easily cleaned, and similar to the flooring found in a modern transit bus.

The cabin structure shall be free standing, with or without the driving stations or simulation displays.

The exterior of the cabin shall be painted in the current KCATA color scheme.

The right side of the cabin (looking forward) must have an opening in the side panel containing an operational “slide-guide” style front door corresponding to the used on KCATA fixed route buses.

The outside and interior rear view mirrors shall match in size and configuration those used on the KCATA vehicles and shall be set in realistic positions. The mirrors shall be easily replaced or moved to suit the different simulation vehicle types.

The cabin shall incorporate a surround sound audio system, with five hidden speakers (four mounted in the four upper corners of the cabin plus a woofer speaker).

The cabin shall incorporate a vehicle dynamics response system, capable of subjecting the enclosure to accelerations along all three axes.

4. Driving Stations

4.1 - General

The following two driving stations shall be provided, each of the removable type that disconnects and slides in and out of the cabin for adjustment of the simulation vehicle type.

One driving station shall support the simulation of the fixed route bus simulation vehicle types.

The other driving station shall support the simulation of the smaller simulation vehicle types such as medium size trucks, cutaway vans, and passenger vehicles.

Each driving station shall fit within the cabin and be equipped with adjustable or replaceable panels to adjust the interior dimensions and window/windshield opening dimensions to suit the training vehicle types.

4.2 – Fixed Route Bus

The fixed route bus driving station shall incorporate at minimum the following features for the dash/seat configuration:

- A fixed route bus style steering wheel with an adjustable tilt/telescope mechanism, tactile feedback and horn.
- Fixed route bus style turn signal, installed consistent with its location in KCATA fixed route buses.
- An operator seat similar to seats found in fixed route buses, with tactile feedback, adjustment controls and a seat belt.
- A fixed route bus style dashboard with a cluster of gauges, including at minimum two large gauges for speedometer and air pressure.
- The dashboard shall also include a set of smaller gauges and/or warning lights to indicate various simulated vehicle problems, including at minimum indicators for engine overheating, low oil pressure, low transmission pressure, low air pressure, low battery voltage, and emergency exit door open.
- Under dash installation of fixed route bus style accelerator and brake pedals, with tactile feedback.
- KCATA will provide a fare box, Mobile Data Terminal, radio, handset and radio speaker, which shall be integrated into the driving station using realistic mounting locations for the simulated vehicle types (the supporting Vehicle Logic Unit onboard computer will also be provided by KCATA, which shall be mounted behind the seat). This will allow the operator training to include “boarding passengers” and realistic interaction with “dispatch”.



Dash/seat area for a typical KCATA fixed route bus

The fixed route bus driving station shall incorporate at minimum the following features for the left side panel configuration:

- Fixed route bus style front/rear door interlock control handle.

- Fixed route bus style master switch and separate starter button.
- Fixed route bus style parking brake control for air brakes.
- Left and right outside rearview mirror orientation controls.
- Fast idle switch.
- Allison style automatic transmission, five (5) speed push button control.
- Emergency four-way flasher switch.
- Headlight control.
- Washer/wiper control.
- PA system operator activated microphone.



Side panel for a typical KCATA fixed route bus

4.3 – Medium Truck, Cutaway Van or Passenger Vehicle

The smaller vehicle driving station shall incorporate at minimum the following features for the dash/seat configuration:

- A smaller vehicle style steering wheel with an adjustable tilt mechanism, tactile feedback, horn and steering column mounted turn signal, four way emergency flasher switch, headlight control (including high/low beam), and wiper/washer control.
- An operator seat similar to seats found in smaller vehicles, with tactile feedback, adjustment controls and a seat belt.
- A smaller vehicle style dashboard with a cluster of gauges, including at minimum a large gauge for speedometer.
- The dashboard shall also include a set of smaller gauges and/or warning lights to indicate various simulated vehicle problems, including at minimum indicators for engine overheating, low oil pressure, and low transmission pressure.
- Under dash installation of smaller vehicle style accelerator, and brake, with tactile feedback. The configuration shall include an emergency brake and emergency brake release.



Dash/seat area for typical KCATA small vehicles – cutaway van, maintenance truck and

5. Visual Displays

5.1 – Simulation Displays

The Simulation Displays shall be full color screens, using either flat panel Liquid Crystal Display (LCD), plasma or rear projection technology, with a screen refresh rate of at least 60 Hertz.

Full color video displays shall surround the cabin, such that all operator views through cabin front and side openings as well as all operator views reflected in the mirrors are of visual displays.

A permissible alternative for rear view mirrors is the use of displays built into the mirror housings. Under this approach the rear view presented shall be varied to be consistent with the mirror orientation, seat position and operator height.

The forward operator view through the windshield opening shall be comprised of at least three displays, angled to achieve a wrap-around effect.

Rear view displays shall accurately incorporate any blind spots for each simulation vehicle.

Each individual visual display shall be completely enclosed on all sides by an esthetically pleasing form of cabinetry approved by KCATA.

5.2 – Monitoring Display

The Monitoring Display shall be a full color screen, using either flat panel Liquid Crystal Display (LCD), or plasma or rear projection technology, with a screen refresh rate of at least 60 Hertz.

The Monitoring Display shall be used to display the current driving station forward display view.

The Monitoring Display shall be large enough to be viewed simultaneously from the Instructor Console and an adjacent area where up to five other students would sit, even for the potential future configuration of four simultaneous simulations displayed as a four-way split screen.

6. Simulation Controller

6.1 – General

The Contractor shall submit the minimum required specifications for the computer hardware, to be supplied by KCATA, to support optimal performance

of the System with the initial single simulation cabin. The Contractor shall also submit alternate minimum required specifications for the computer hardware to support optimal performance of the System for the future expansion capability to support up to four simulation cabins.

The Instructor Console shall operate the Instructor software on a computer workstation, including keyboard, mouse, flat screen display, read/write CD drive and an attached laser printer.

The system control software shall operate on either the Instructor Console or a separate server.

6.2 – System Control Software

The system control software shall operate the driving station, visual displays and cabin audio system, to operate the current simulation scenario as commanded and configured using the Instructor Console software.

Although initially configured for use with a single simulation cabin, the system control software shall be capable of simultaneously operating a total of at least four separate simulation cabins.

The system control software shall for each simulation cabin use either of the driving stations together with the visual displays and cabin audio system to simulate each of the identified vehicle types.

The simulation displays and driving station audio, tactile and dynamic feedback shall correspond realistically in real time to the combination of the simulation scenario with the actions of the operator, including details such as vehicle headlight activation and the movement of shadows relative to sun orientation appearing in the simulation displays.

Visual, audio, tactile and dynamic feedback shall all be synchronized to within 100 ms of each other and operator actions.

Steering wheel and seat tactile feedback shall include realistic vibration, turn resistance, as well as object shock (e.g., going over a curb).

Brake and accelerator pedal tactile feedback shall be realistic for each simulation vehicle. Braking simulation performance shall be selectable between Automatic Braking System (ABS) and non-ABS equipped vehicles.

Audio feedback shall simulate the combined noise from engine, transmission, brakes, doors, horn, wiper, turn signal and weather, traffic, ambient exterior (non-traffic) and onboard passengers, and shall use the speaker channels independently to achieve sound source localization using surround sound technology.

Dynamic feedback shall simulate the effects of vehicle acceleration, braking, lane changes, turns, and struck objects varying with the roadway conditions, roadway grade, wind speed/direction and simulated vehicle passenger load.

The maximum dynamic feedback shall be damped to safe levels, even if this would not be realistic under an extreme operator maneuver or simulated accident.

The system control software shall simulate a virtual three dimensional driving world, including vehicle interaction with dynamic virtual traffic and pedestrians, and shall encompass the following:

- Short driving selections for introduction and assimilation purposes.
- Commercial Operators License rodeo course (traffic cones or marker poles).
- Seamless unlimited generic driving simulation including:
 - Urban, suburban and rural areas, with a combination of residential, commercial and industrial land uses, with an overall area of 50 square miles;
 - 85 miles of collectors, arterials, highways and interstates/freeways, including varying grades, roadway width, lane width, road surface quality, roadway crown, super elevated curves of varying radius, roadway markings, raised medians, signs, speed limit, varying intersection configurations (at minimum X, T and Y), bridges, roadwork, traffic signals, pedestrian signals, malfunctioning signals, stop/yield signs, lane merges, pedestrian crosswalks, railroad crossings, access driveways and street side parking spaces;
 - Objects adjacent to the roadways, including curbs, shoulders, streetlight poles, buildings, parking meters, mailboxes and trash receptacles;
 - Traffic with a full range of assorted virtual vehicles including autos, trucks, buses, taxis, emergency vehicles with sirens activated (at least police, fire and ambulance), motorcycles and bicycles;
 - Virtual vehicles operating using a realistic range of speeds and dynamic characteristics (e.g., acceleration/braking, motorcycle/bicycle tilt), and responding realistically to each other using independent decision models, the simulation vehicle, traffic control devices and virtual pedestrians (including turning movements, driveway entry/exit and street side parking by the virtual vehicles);
 - Virtual vehicles shall include brake signal lights, turn signals, reverse gear signal lights, front wheel turning angles, use of horn, and headlights/taillights at night, including some occurrences of realistic imperfections such as inoperative vehicle signal lights and headlights being turned on too late at dusk (or turned off too early at dawn);
 - Virtual driver behavior shall include random occurrences of realistic imperfections such as speeding, braking too late, failing to use turn signals, traffic signal and stop sign violations, excessive horn use, breakdowns and accidents;
 - Virtual pedestrians of varying age and gender, walking along streets, entering/exiting buildings, waiting at bus stops, and making street

crossings (which shall respond realistically to the virtual vehicles and traffic signals) at speeds consistent with their age, including random occurrences of imperfect behavior such as jaywalking, failing to yield to traffic/signals, walking too closely to the roadway, and walking too closely alongside the stopped vehicle;

- Bus stops and bus bays along all simulated roadways, in KCATA configuration, including virtual passengers waiting at stops and then boarding upon door opening as well as stop requests from virtual “onboard passengers”;
- Bus storage facility, including other maneuvering buses.
- Simulated driving surfaces shall include pavement, grass, gravel, and dirt/sand with traction variations for both dry and wet conditions.
- Weather conditions represented shall include clear, variable fog, rain, black ice, and snow in a selectable time-of-day period: day, night, or dawn/dusk.
- Using the same modeling characteristics as the generic driving scenario, provide three additional virtual worlds, each with up to 50 square miles with up to 40 miles of drivable roads, that simulate specific KCATA-selected parts of its service area.

Based on the advance configuration for the simulation through the Instructor Console software, the system control software shall automatically adjust the sun glare, visibility distance, and braking coefficient – and the vehicle shall automatically respond to mechanical failures:

The system control software shall provide a simulated odometer and timepoint detection inputs to the Vehicle Logic Unit, resulting in the Mobile Data Terminal providing realistic schedule adherence feedback. The Contractor shall subcontract to Siemens VDO to access the information needed to accomplish this interface with the Vehicle Logic Unit.

The system control software shall simultaneously show in real-time on the Situation Display up to four current simulations (one simulation for the initial configuration but up to four if additional simulation cabins are eventually installed), using a split screen as needed, using either:

- The student forward view, or
- An overhead “bird’s eye” view.

6.3 – Instructor Console Software

The Instructor Console software shall enable the instructor to configure, activate, and monitor the system control software.

Although initially configured for use with a single simulation cabin, the Instructor Console software shall be capable of operating a total of at least four separate simulation cabins.

The Instructor Console software shall enable control over the following for configuration of the selected scenario:

- Traffic intensity – ranging from light to heavy for both vehicles and pedestrians
- Traffic difficulty level – rate of occurrence for imperfect behavior from the virtual vehicles, operators and pedestrians
- Passenger loading profile – the number of passengers waiting to board at various stops, the stops at which each passenger will alight, and the corresponding variation in the onboard passenger volume (which will affect the vehicle dynamics and noise level)
- Precipitation Type – including fog, rain, sleet, snow
- Precipitation Intensity – light to heavy
- Wind speed and direction
- Ambient Illumination – night, daylight, dawn or dusk (including adjustable intensity and sun orientation)
- Specific times for the occurrence of pre-designated vehicle mechanical failures, including stalled vehicle, limited propulsion, limited braking, tire failure, low engine oil, low transmission fluid, hot engine and other like conditions
- Events which should occur based on vehicle proximity (e.g., automatic opening of a parked car door as the bus approaches)
- Specific events for which to record the number of occurrences and the time of occurrence for each (e.g., striking a curb)
- Specific events for which to record the operator reaction time (e.g., braking by vehicle ahead)

The Instructor Console software shall enable selecting/deselecting control of any virtual vehicle or pedestrian in the simulation, with such control to include at least controlling vehicle operation, opening the operator side door, and initiating a pedestrian crossing.

The Instructor Console software shall enable the advance configuration of simulation behavior for designated vehicles, pedestrians and traffic signals so as to include the reconstruction of a real-world accident scenario.

The Instructor Console software shall provide comprehensive simulation test result reports that summarize operator performance for the simulation with an overall score coupled with evaluation for specific items.

Potential evaluation items (the final list is to be agreed upon with KCATA as part of the design review) shall include the recorded results for items such as:

- Schedule adherence
- Stopped position accuracy at bus stops

- Number of passengers waiting to board or requesting to alight that were missed
- Passenger or luggage trapped in doors
- Maximum vehicle accelerations
- RPM range
- Fuel consumption
- Brake usage
- Tire wear
- Correct use of vehicle lights, indicators and horn
- Speed limit adherence
- Following distance
- Lane lateral placement
- Occurrences, near misses or slow reaction times for instructor-designated events from the advance configuration
- Virtual vehicles or pedestrians forced to take action to avoid a collision
- Instructor free text notes

The Instructor Console software shall enable the replay of a selected portion of a completed simulation on the Instructor Console and/or Situation Display, displaying either:

- The student forward view;
- An overhead “bird’s eye” view; or
- The view from a selected virtual pedestrian or vehicle driver.

For simulation replays and numerical test results/reports, the Instructor Console software shall enable (1) creating stored files, (2) printing these files, (3) writing these files to CD, or (4) importing these files into standard Microsoft Office software for further presentation/analysis.

7. Video Monitoring System (Optional)

The cabin shall include a color digital video camera that can be flexibly oriented to view the driving station from the top right of the enclosure.

The Instructor Console shall be equipped with (1) a Digital Video Recorder (DVR), supplied and installed by the Contractor, to capture, date/time-stamp and store all video received from the driving station camera during active simulations (that can support recording simultaneous incoming video from at least four cameras), (2) an additional flat screen monitor to display the current video, and (3) additional software enabling the storage, replay and archiving for simulation video.

8. General Installation Requirements

The Contractor shall install, integrate and configure the entire system, including KCATA-provided computer hardware, in a location to be designated by KCATA.

The Contractor shall identify in the Proposal the minimum and desirable space, weight-bearing, power supply and cooling requirements for the installation room (for both the initial system with a single simulation enclosure installation and the potential system expansion to include up to four simulation enclosures). KCATA will identify the best-suited location and, if necessary, undertake agreed modifications.

The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.

The Contractor shall be responsible for the performance and safety of its employees and those of subcontractors.

Installations shall be performed in accordance with all Federal, State and Local laws and regulations.

The Contractor shall supply any electrical equipment necessary to operate system components using the AC electrical power available at the installation location.

The Contractor shall only be authorized to undertake installations after KCATA approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.

After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.

The Contractor shall be responsible for the security of equipment prior to installation.

The System shall be constructed such that it can be disassembled, relocated and reassembled by KCATA staff, with individual components able to fit through a standard 36" X 80" doorway.

9. Spare Components

The Contractor shall provide an initial supply of spare components to KCATA for each major replaceable component, with a quantity of at least 10% of the installed quantity (with a minimum quantity of 1).

Storage provisions, such as shelving, bins or racks, for the spare components shall be included, and the components shall be delivered to KCATA already organized and labeled such that they can be readily identified and found. The storage provisions, organization and labeling must be approved by the KCATA Project Manager.

Spare components shall be packaged to protect their reliability, including providing for them to be identified, inspected, stored for long periods, and endure multiple inventories without damage or degradation.

The proposal shall include a list of the spare components and quantities to be provided,

including manufacturer and model numbers as well as unit prices.

At any time through to the end of the initial two year warranty period, KCATA shall have the option to purchase additional spare components at the listed unit prices.

These additional spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components, although additional storage provisions will not need to be provided.

10. Project Management

10.1 – General

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with KCATA granted full rights to reprint as needed (Section IV Contract Conditions, Record Retention and Access).

10.2 – Project Status Tracking

The Contractor shall prepare a System Implementation Plan, including the detailed implementation activities/schedule, progress milestones/status, assigned staff and KCATA resource requirements.

The initial draft of the System Implementation Plan shall be provided to KCATA within two weeks from Notice to Proceed.

The revised System Implementation Plan, addressing comments from the first onsite meeting, shall be provided to KCATA within two weeks after this meeting.

The System Implementation Plan must be approved and accepted by KCATA before it can become effective.

An updated System Implementation Plan shall be submitted to KCATA at the beginning of each month.

The Contractor shall maintain an Action Items List, indicating for each item the following: (1) reference number; (2) date generated; (3) brief item description; (4) person assigned with lead resolution responsibility; (5) date resolved; and (6) ongoing dated notes on resolution status.

The Action Items List shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.

10.3 – Bi-Weekly Conference Calls

The Contractor shall participate in bi-weekly conference calls with the KCATA Project Manager, other KCATA staff and outside consultants as determined by

the KCATA Project Manager.

The agenda for these meetings will be to discuss the most current status of and plans related to all issues identified in the recent releases of the System Implementation Plan and Action Items List.

KCATA reserves the right to identify for discussion any additional issues beyond those in the System Implementation Plan and Action Items List.

A status report shall be issued to KCATA at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated Action Items List with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous Action Items List release.

The Contractor shall be represented in these conference calls by at minimum their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.

KCATA will be represented by their designated implementation management representatives.

Conference call facilities will be arranged and paid for by the Contractor.

The Contractor shall submit minutes within two days of each conference call.

10.4 – Minimum Required Onsite Work

Onsite Meeting #1: At this onsite meeting, the Contractor shall be prepared to discuss KCATA feedback on draft System Implementation Plan and conduct Requirements Review.

Onsite Effort #2: At this onsite meeting, the Contractor shall be prepared to discuss KCATA feedback on draft Design Review documentation. Design effort will likely involve several different onsite trips for data gathering and a range of different Contractor staff.

Onsite Effort #3: During this onsite effort, the Contractor shall install system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several different onsite trips and a range of different Contractor staff.

10.5 – Invoicing

The Contractor shall only submit an invoice once KCATA has indicated that a progress payment milestone has been achieved. (Section IV Contract Conditions,

Request for Payment).

11. Design Review

The Contractor shall participate in the Requirements Review meeting.

The Requirements Review meeting will establish the consolidated version of each contract requirement given the combination of the specification, proposal and correspondence during the procurement process. After the meeting, these will be documented by KCATA as the Contract Baseline Matrix. This meeting will also discuss for each requirement (1) the KCATA design intent; (2) the intended Contractor design approach; and (3) the general Contractor approach to demonstration through the acceptance testing process.

The Contractor shall submit draft Design Review Documentation within four weeks of the Requirements Review meeting.

The Design Review Documentation shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation, including the logical architecture of interconnected applications/databases and the allocation of applications/databases to physical computers; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with KCATA prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address each individual contract requirement (subsequently referred to as the Requirements Matrix).

The Contractor shall also submit Installation Design Documentation as part of the overall Design Review Documentation, for KCATA approval prior to undertaking any installations.

The Installation Design Documentation shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training.

The Installation Design Documentation shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power and communications connections; (3) connections with, any required modifications to and restoration of existing infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (5) supervision and quality assurance procedures.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or Powerpoint and Adobe PDF formats, with KCATA granted full rights to reprint as needed.

The Preliminary Design Review meeting will include discussions with KCATA on their feedback on the Design Review Documentation, and shall occur within four weeks after the draft Design Review Documentation has been submitted.

The Contractor shall submit the updated Design Review Documentation within three weeks of the Preliminary Design Review meeting.

The Design Review Documentation is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The Design Review Documentation shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process.

12. Acceptance Testing

The Contractor shall submit an Acceptance Test Procedures document, for KCATA approval prior to undertaking any testing.

The Acceptance Test Procedures document shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and KCATA representatives during each test; and (4) a cross-reference to which contract requirements are being addressed by each test procedure.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with KCATA granted full rights to reprint as needed.

The Acceptance Test Procedures document shall be submitted to KCATA at least three weeks in advance of any intended testing.

The Acceptance Test Procedures document shall incorporate the following distinct testing steps: (1) Factory Testing; (2) System Testing; and (3) Burn-In Testing.

Factory Testing shall be completed at the Contractor facility before the equipment and software is shipped to KCATA for installation, and deficiencies shall be rectified before shipping to KCATA for installation.

Factory Testing shall be witnessed by KCATA representatives (KCATA staff and/or designated support consultants).

System Testing shall be completed after the entire system has been installed, and deficiencies shall be rectified before the initiation of Burn-In Testing.

System Testing shall be witnessed by KCATA representatives.

Burn-In Testing shall involve in service use of the system over a 30-day period after the completion of System Testing, and deficiencies shall be rectified before KCATA will grant System Acceptance.

KCATA may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.

The Contractor shall provide written notice to KCATA at least five days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.

The Contractor shall be required to reschedule testing if KCATA witnessing representatives cannot be present or if other circumstances prevent testing from taking place.

The Contractor shall provide written Test Results Documentation within one week of completing each testing step.

The Test Results Documentation shall document the results of each Acceptance Test Procedure and provide an updated Requirements Matrix that indicates which contract requirements have been demonstrated.

The Test Results Documentation shall be approved before KCATA will grant System Acceptance.

System Acceptance will not be granted until all contract requirements have formally demonstrated through Acceptance Testing.

The Requirements Matrix shall be used to track which requirements have not yet been demonstrated at each testing step.

A requirement classified as having been “demonstrated” during a certain Acceptance Testing step can be subsequently redefined as having been “not demonstrated” if compliance issues emerge prior to System Acceptance.

13. Documentation and Training

13.1 – General

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with KCATA granted full rights to reprint as needed.

All documentation and training must be completed before KCATA will allow the corresponding installations.

13.2 – Training

The Contractor shall provide training courses for at least: (1) Four (4) instructors for fixed route operators; (2) 4 maintenance staff; (3) 2 applications/systems

administrators; and (4) 4 KCATA management staff.

The Training Plan, including the training schedule and course outlines, must be provided to KCATA for review at least three weeks in advance of the start of training.

The Training Plan must be approved by KCATA before the start of training.

The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by KCATA, either before or during the training, the Contractor shall provide a suitable replacement within 5 business days of receiving such notice from KCATA.

The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after System Acceptance at no additional cost.

The Contractor shall provide additional training to the original trainees after System Acceptance at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or System Acceptance occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.

13.3 – Manuals

The Contractor shall provide an As-Built Document to KCATA after the completion of installation.

The As-Built Document shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare components supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-built interconnections between components; and (6) the version number of all software, including that supplied by third parties.

The Contractor shall provide Maintenance Manuals documenting (1) how the system components were installed; (2) how to install and configure spare

components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.

The Contractor shall provide a User Manual for instructors, documenting use of all functions of the software.

The Contractor shall provide a Systems Manual, documenting (1) the configuration and topology of central systems hardware and software, including the logical architecture of interconnected applications/databases and the allocation of applications/databases to physical computers; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

14. Warranty

14.1 – General

The warranty period for all system components, including the initial quantity of spare components, will be two years from the date of System Acceptance.

The Contractor shall offer an option to extend the warranty period for one, two or three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.

The Contractor shall warrant that it has reviewed and evaluated all information furnished by KCATA and has made all inquiries necessary such that the Contractor is fully aware of KCATA business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Requests for Best and Final Offers, as well as in discussions during the Pre-proposal Conference.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as critical tool for KCATA operator training and safety.

The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.

The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide KCATA with all information necessary to maintain the

system.

If there is a change in the production configuration of any equipment or software being installed prior to System Acceptance, KCATA may require that all previously installed equipment and software be upgraded to match the updated configuration.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project.

The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

During the warranty period, the Contractor shall, at no cost to KCATA, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

The Contractor shall provide any software upgrades, fixes, updates, or version changes at no cost to KCATA during the warranty period, or extended warranty period.

In addition to the foregoing warranties, the Contractor shall assign to KCATA, and KCATA shall have the benefit of, any and all subcontractor and equipment supplier warranties and representations with respect to the deliverables provided.

In its agreements with subcontractors and equipment suppliers, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to KCATA; (2) agree that such warranties and representations shall be enforceable by KCATA in its own name; and (3) furnish documentation on the applicable warranties to KCATA.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that KCATA shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of all liens and encumbrances.

14.2 – Support

The Contractor shall arrange for support from one or more qualified firms to be available on a four-hour response basis, when needed by KCATA to assist with fault diagnosis or component replacement.

The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.

If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

14.3 – Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. KCATA will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.

If the Contractor determines that a returned component is not faulty, KCATA shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.

All components received back at KCATA from the Contractor will be tested in accordance with the original Acceptance Test Procedures, and returned to the Contractor if faulty accompanied by a certification.

The Contractor shall pay all shipping charges to and from KCATA, and any duties associated with the repair or replacement of faulty units.

Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

14.4 – System-wide Replacement

If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.

System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

15. Guidelines for Submitting Proposals

An optional pre-proposal telephone conference will be conducted the week of April 21st 2008. Please call Adam Dickman-Potts at (816) 346-0284 if you wish to participate.

Upon publication of this Request for Proposals, all contacts between proposers and KCATA seeking clarifications of this proposal request shall be in writing and sent to the designated KCATA proposal submission contact. The use of e-mail and facsimile in place of mailed correspondence is acceptable. Any questions, even those raised verbally at the pre-proposal conference, must be submitted in writing by **Friday, May 2, 2008**. The KCATA will provide a response by **Wednesday, May 7, 2008**. KCATA will provide a single written response for all clarification requests to parties who have requested a copy of this Request for Proposals.

Six paper copies of each firm's proposal, accompanied by one copy with PDF documents on CD, must be received at KCATA by **Thursday, May 15, 2008 at 4:00pm CST**, and be addressed to:

Adam Dickman-Potts
KCATA Procurement Department
1350 East 17th Street
Kansas City, MO 64108

16. Proposal Requirements

The proposal shall include:

- Cover letter signed by a person authorized to contractually commit the proposer, including contact information for use during the procurement process and the date until which the proposal remains valid.
- A detailed description of the system to be provided.
- A compliance matrix indicating compliance individually for each specification requirement, and only for the proposed System, with permissible responses limited to "C" (comply), "N" (not comply), or "CM" (comply with a modified requirement text, with the modified requirement text stated). No other responses are permitted in the compliance matrix.
- A proposed plan of execution, including a written description of the work activities and a detailed schedule. This plan shall separately identify all major tasks, meet all specification requirements and indicate when each task will be completed.
- A brief description of the qualifications of the proposed prime contractor and any subcontractor firms.
- Audited financial statements for the last 3 years as well as statements of debts and assets.
- A staffing plan, indicating a commitment on who will fill the Project Manager position for the prime contractor and a description of the experience on similar

recent projects for the Project Manager and other key staff to be assigned to this project.

- o At least five references for projects completed within the last 5 years involving products and services similar to those required by KCATA under this RFP. For each referenced project, include a current client contact, including name, organization, and phone number. For each referenced project, include a description of the project, including how the products/services that were provided are relevant to this procurement and any experience with integrating fixed route scheduling software into a regional transit ITS program.
- o A completed Price Proposal Form (Attachment D)
- o Table listing spare parts, quantities and unit prices comprising the proposed spares line item price in the Price Proposal.

17. Evaluation Criteria and Selection

The award will be made to the most responsible firm whose proposal is most advantageous to our program, with price and other factors considered. The KCATA reserves the right to award any or all items of the proposal or not to award at all. Proposers shall submit any additional information, if so required by the Authority, to complete the proposal evaluation.

In determining the most responsive and most responsible proposer, the evaluation will be based on, but not limited to, the following factors (weighted equally):

- o Qualifications and financial stability of prime and key firms
- o Qualifications and experience of key staff
- o Technical criteria outlined in compliance matrix
- o Work plan, schedule, project management, and approach to quality control
- o Price

If proposals are equal in evaluation, price may determine the most responsive and responsible proposer.

KCATA reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposals, or to withhold the award if deemed in the best interest of KCATA.

18. Milestone Payment Schedule

KCATA approval of Design Review Documentation:	25%
Completion of Factory Acceptance Testing:	25%
Final System Acceptance:	50%

**SECTION III.
PROPOSAL INFORMATION**

The Kansas City Area Transportation Authority (“KCATA”, “Authority”) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area.

Read This Document Carefully!! This Request for Proposals and any subsequent purchase order or contract is subject to all conditions listed herein, including all attachments hereto.

A. PROPOSER INSTRUCTIONS

1. Proposal.

The proposal, along with all other accompanying documents and materials submitted by the proposer, will be deemed to constitute the entire proposal. The proposer shall promptly furnish any additional information requested relative to its proposal.

2. Submittal.

- a. Proposals shall be submitted on the **Proposal Response Form** (Attachment D) provided. Proposals submitted on any other form will be considered non-responsive and may be rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.
- b. The Authority reserves the right to reject proposals that alter the Proposal Response Form or otherwise take exception to the proposal requirements. Proposers may submit alternative proposals along with a complete description of the proposed alternate; however the decision to accept or reject such alternate is entirely at the discretion of the Authority.

3. Communications.

In cases where communication is required between proposers and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded directly to the Adam Dickman-Potts, (816) 346-0284, or email adickman@kcata.org.

4. Approved Equals.

Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item unless otherwise specified. This inclusion is not to be considered as advocating or

prescribing the use of any particular brand or item or product. However, approved equals or better will be accepted only when previously approved by the KCATA. When considering approved equals, the following procedures shall apply.

- a. Changes to the specifications will be made by addendum. Proposers may discuss the specifications with the KCATA; however, requests for changes shall be written and documented as required by these paragraphs.
- b. All requests for approved equals shall be received by the KCATA in writing and addressed to the Director of Procurement not less than seven (7) days before the date of scheduled proposal closing. The KCATA's reply to all requests shall be postmarked at least five (5) days before the date scheduled for proposal closing, and shall be sent to all known proposers via fax.
- c. When an approved equal is requested, the proposer shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the proposer's product is or is not equal to specifications.

5. Protests.

The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean KCATA working days.

a. Pre-Submittal.

A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the Director of Procurement, no later than five (5) days before the proposal closing date.

b. Post-Submittal/Pre-Award.

A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals is awarded but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the Director of Procurement, no later than five (5) days after the proposal closing date.

c. Post-Award.

Post-Award protests must be received by Authority, in writing and addressed to the Director of Procurement, no later than five (5) days after the date the contract is awarded.

The 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 the General Manager. This request for a hearing should be in writing within five (5) days from the date of the Director of Procurement's response. The General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The General Manager's response will be provided within ten (10) days after receipt of the request. The General Manager's decision is final and no further action on the protest shall be taken by the KCATA.

By written notice to all parties, the 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.

Proposers shall be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1E, dated June 19, 2003). 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.

An appeal to FTA must be received by FTA's regional office within five (5) days of the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, MO, 64106.

6. Proposal Pricing.

- a. Proposals shall be firm and final.
- b. Proposers shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c. The proposal price shall include all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

- d. It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the KCATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this proposal, although not directly specified or called for in the specifications, shall be considered a portion of the proposal. Proposer shall indicate the additional material and services it has determined to be required for this procurement.
- e. Proposals shall indicate the unit price, extended to reflect the total proposal. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the proposer clearly indicates that the total price is based on consideration of being awarded all items of the proposal.
- f. Proposal shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating proposals, except in the case of proposals that end in a tie.
- g. The KCATA is exempt from payment of federal, state and local taxes, and such taxes shall not be included in the proposal price. Nevertheless, the proposer is not exempt from these taxes when purchasing materials directly from its supplier.

7. Authorization to Proposal.

- a. Sealed proposals (one original and six copies) shall be signed by an authorized official and submitted to the Director of Procurement, KCATA, 1350 E. 17th Street, Kansas City, Missouri, 64108. The proposal number shall be clearly marked on the front of the return envelope.
- b. If an individual doing business under a fictitious name makes the proposal, the proposal shall so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the proposal. If a corporation makes the proposal, an authorized officer shall sign it 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 shall be given and one member shall sign the proposal authorized thereof.

8. Submittal Deadline.

Sealed proposals will be received until the date and time specified for proposal closing in Section I, "Proposal Schedule". Proposals received before the proposal

closing time will be kept securely sealed. Proposals submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.

9. Incomplete Proposal.

All documents that are required to be submitted with this Proposal are listed on the Checklist Form (Attachment B). The proposer shall read all forms carefully before signing. Incomplete proposal documents may render the proposal non-responsive.

10. Withdrawal of Proposals.

- a. Proposals may be withdrawn upon written request received by the KCATA before the time fixed for proposal closing. Withdrawal of a proposal shall not prejudice the right of the Proposer to submit a new proposal, provided the latter is received in a timely manner as provided above. The bond or certified check of any proposer withdrawing its proposal, in accordance with the foregoing condition, will be returned promptly.
- b. No proposals may be withdrawn for a period of sixty (60) days after the time as set herein for the opening of proposals.

B. PROPOSAL ACCEPTANCE AND AWARD

1. Proposal Acceptance.

- a. Each proposal is to be submitted with the understanding that the acceptance in writing by the KCATA of the proposal to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the proposer and the KCATA which shall bind the proposer on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted proposal and these conditions.
- b. All proposal prices will be firm and fixed for sixty (60) days after acceptance of each proposal.
- c. Acceptance of the most responsible and advantageous proposal for materials and services valued more than \$100,000 in total is made by KCATA's Board of Commissioners at its regular monthly meeting. Any question pertaining to the award shall be addressed in writing to the Director of Procurement, with one copy to the General Manager within five days of issuance of the Notice to Award. The Director of Procurement will respond within seven days of the acceptance of the proposal.

2. Single Proposal.

In the event of an apparently unbalanced proposal, or in the event of an apparent low proposal significantly below the competitive range, the Authority may determine the reasonableness of the proposal price through appropriate means including, but not limited to, price and cost analyses. A price analysis involves examining the separate cost elements. In the event of a single proposal the Authority reserves the right to convert that proposal into a negotiated procurement. The sole proposer shall cooperate with the Authority, as necessary, in order for its proposal to be considered, but instead of doing so, shall have the option of withdrawing its proposal.

3. Proposal Award.

- a. The award will always be made to the most responsible firm whose proposal is most advantageous to our program, with price and other factors considered. The KCATA reserves the right to award any or all items of the proposal or not to award at all.
- b. In the case of multiple line items, the KCATA reserves the right to award the entire proposal to one proposer, or to split the award of the items to multiple proposers.
- c. If awarded at all, the proposal may be awarded to the proposer whose total price is lowest, whose proposal is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. The KCATA reserves the right to accept another proposal, if it is in the best interest of the Authority. Conditional proposals and any proposal taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements may be considered non-responsive and may be rejected.

4. Purchase Order or Contract.

- a. Upon acceptance and award of a proposal by KCATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the proposal in strict conformity with the specifications and proposal conditions.
- b. The purchase order or contract shall be considered as made in Kansas City, Missouri, and the construction and enforcement of it shall be in accordance with the laws of the State of Missouri.
- c. For any questions or dispute pertaining to the contract, the General Manager is the final arbiter.

5. Proposal Formalities.

The KCATA reserves the right to postpone proposal opening for thirty (30) days from the original proposal opening date for its own convenience; to award any or all of the sections or items included in the proposal; to award any part or parts of the work specified in the proposal; or to not award at all.

6. Inspection.

Proposers may inspect proposal abstracts after tabulation at the office of the Procurement Department during specified hours. Copies of the proposal abstract will be available upon written request.

7. Reservations.

The KCATA reserves the right to waive informalities or irregularities in proposals, and to reject any or all proposals and to re-advertise for proposals if it is in the best interest of the Authority.

C. FTA AND KCATA REGULATIONS

1. Affirmative Action.

All proposers doing business with the KCATA shall comply with the Authority's Affirmative Action requirements. Proposers may be considered for certification by the KCATA for such compliance by submitting the required information on the Vendor Registration Form. However, proposers who are currently in compliance need not return this questionnaire. To verify your affirmative action compliance status, contact KCATA's DBE Manager, Denise Bradshaw at (816) 346-0224 or via email at dbradshaw@kcata.org.

2. Buy America.

The proposer agrees to comply with 49 U.S.C.§5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that federal funds may not be obligated for more than \$100,000 unless steel, iron, and manufactured products used in this project are produced in the United States, or in the case of rolling stock, that the cost of components which are produced in the United States is more than 60 percent of the total component cost and that final assembly has taken place in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 CFR 661.7.

3. Debarment.

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

4. Insurance.

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

The Contractor shall be required to furnish certificates of insurance prior to execution of the Agreement. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable;
2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insured 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.

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that may not be canceled or amended with respect to KCATA by the insurance company without thirty (30) days prior notice by certified mail to the KCATA and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the KCATA's interest thereunder. If the Contractor or his insurance agent has any questions pertaining to the insurance requirements, contact the KCATA's Loss Prevention Manager, Darlene Arnett, at (816) 346-0241.

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

a. Worker's Compensation and Employers Liability:

Workers Compensation, State: Statutory

Employer's Liability Limit: Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 each employee

Bodily Injury by Disease: \$500,000 policy limit

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

b. Commercial General Liability:

Bodily Injury and Property Damage: \$1,000,000 Each Occurrence;

\$2,000,000 Annual Aggregate.

Contractor shall procure and maintain at all times during the term of this Agreement commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. 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 the KCATA may have. **See Insurance, Section 2, for the appropriate wording necessary on the Certificate of Insurance.**

c. 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 Agreement.

5. Liability and Indemnification.

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

In claims against any person or entity indemnified under this section, by an employee or proposer, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the proposer, 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 proposer arising out of or resulting from the acts of proposer in performing work under this Agreement, proposer shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA arising out of or resulting from the acts of proposer, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Agreement, and if proposer has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit proposer to participate in the defense of any such action or suit through counsel chosen by the proposer, provided that the fees and expenses of such counsel shall be borne by proposer. If KCATA permits proposer to undertake, conduct and control the conduct and settlement of such action or suit, proposer 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. Proposer 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.

6. Licenses and Permits.

The proposer shall, without additional expense to KCTA, 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 performance of the work in this procurement.

The Contractor shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), the Missouri

Department of Natural Resources (MDNR), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

7. Lobbying.

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

8. Civil Rights.

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

- b. Americans with Disabilities Act (ADA).** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disadvantaged Business Enterprise (DBE).**
1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE’s) is 10 percent. KCATA’s overall goal for DBE participation is 13 percent. A separate contract goal has not been established for this procurement.
 2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as KCATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in the paragraph (*see* 49 CFR 26.13(b)).
 3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment from that work from the KCATA.
 4. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA.

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

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

- c. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

9. **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 Agreement, nor any member of their 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 Agreement or the proceeds thereof, to any share or part of this Agreement, 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 Agreement, 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.

D. REQUIRED DOCUMENTATION

The Proposal Checklist Form (Attachment B) indicates all forms and documents required for the submittal of this Proposal. The Proposer is encouraged to read all forms carefully before signing.

1. Proposal

A complete project proposal must include all requirements referenced in paragraph 16, Section II of the Technical Specifications.

2. References.

Proposers shall complete the References Form (Attachment C) indicating five (5) firms that represent work that is similar to this procurement. The form shall include the company name, address, contact person, telephone number, contract amount, and length of contract (if applicable).

3. Vendor Registration Form.

All proposers doing business with the KCATA shall complete a Vendor Registration Form (Attachment E). However, proposers that have previously submitted an application need not return this form. To verify your firm's mailing list status, contact the Procurement Department at (816) 346-0254.

4. Certification of Debarment.

All proposers, and their subcontractors if applicable, must complete the Certification of Debarment Form (Attachment F) certifying that they are not debarred from proposing on federal procurements.

5. Certification of Lobbying.

All proposers, and their subcontractors, if possible, shall complete the Certification of Lobbying Form (Attachment G) when submitting proposals for federal projects. Reference Part C of this Section.

6. Buy America Certification.

Proposers shall certify that steel, iron, and manufactured products used in this project are produced in the United States, or if rolling stock, that the cost of the components is more than 60 percent of the total cost with final assembly taking place in the United States. See Attachment H.

7. DBE Certification.

The KCATA recognizes firms that have been certified as Disadvantaged Business Enterprises (DBEs) under the criteria established by the U.S. Department of Transportation's regulations 49 CFR Part 26. All proposers requesting to become certified as a Disadvantaged Business Enterprise with the KCATA must complete the proper paperwork and certifications.

Contractors using DBE firms as subcontractors must submit a current certificate or letter of DBE certification from a DOT agency that certifies firms based on 49 CFR Part 26.

For information and the necessary forms for the certification process, please contact KCATA's DBE Manager at (816) 346-0224.

8. Affirmative Action Compliance.

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

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

- a. A copy of your firm's current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment I). Form AA1 or EEO-1 may be substituted.
- b. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
- c. A letter requesting exemption from filing an Affirmative Action Program if your firm has twelve (12) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.

For questions on these requirements, or assistance in completing the forms, please contact KCATA's DBE Manager at (816) 346-0224.

9. Warranty.

The proposer shall describe its policy or warranty both on workmanship and material as applying to services performed, along with the method of adjustment, and shall be further subject to warranty requirements of the KCATA as set forth in the contract. Proposer shall assume responsibility and warranty of materials and accessories used in the procurement, whether the proposer performs the same or purchased from an outside source.

10. Other Documents.

Proposers shall submit any other documents necessary to complete this proposal. This may include technical information or product brochures.

ATTACHMENT A.

**SAMPLE AGREEMENT
PROPOSAL #08-5009-32
BUS OPERATOR TRAINING SIMULATOR SYSTEM**

THIS AGREEMENT, made and entered into this ___ day of _____2008, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Contractor**), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

This agreement represents employment of the Contractor by the KCATA as specified and following the proposal submitted by the Contractor dated _____.

2. SCOPE OF CONTRACT.

The Contractor shall provide the material and/or services consistent with the request for proposals solicited by the KCATA, dated _____. The Contractor hereby agrees to provide a bus operator training simulator system for the KCATA in accordance with general specifications of the scope of contract provided in the contract documents herein.

3. TERM.

The term of this agreement shall be for six month(s) beginning on July 1, 2008 and expiring on December 31, 2008.

The scope of contract to be performed shall commence upon receipt of a notice to proceed by the KCATA and subject to authorized adjustments as provided in the contract documents.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance/delivery of the scope of work (Appendix B), subject to authorized additions or deductions by "Change Orders" as provided in the contract document, not to exceed the sum of _____Dollars (\$_____). A breakdown of the contract sum is provided in Appendix C.

5. MISCELLANEOUS PROVISIONS.

The following sections, attached and incorporated herein, including this agreement and modifications issued hereafter, constitute the entire contract document between the KCATA and the Contractor.

- Appendix A. Contract Conditions
- Appendix B. Specifications
- Appendix C. Cost Proposal Submitted by Contractor dated _____.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this contract the day and year first above written.

(Contractor)

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

By _____

By _____

Name: _____

Etta J. Jackson
Director of Procurement

Title: _____

CONTRACT CONDITIONS

ACCEPTANCE OF MATERIAL – NO RELEASE

Acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this contract. KCATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the conditions, contract requirements and specifications; provided, however, that KCATA is under no duty to make such inspection, and no inspection so made shall relieve the Contractor from any obligation to furnish materials and workmanship in accordance with the instructions, contract requirements and specifications.

AGREEMENT IN ENTIRETY

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

ASSIGNABILITY

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

The KCATA reserves the right to assign Options on this Agreement to other transit operators. If assigned, a statement shall be issued from KCATA authorizing the option assignment, which shall be sent to the Contractor and transit operator. A separate Agreement or Purchase Order will be issued between the transit operator and Contractor. KCATA will not be responsible for any Agreements related to assigned options exercised.

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 "Notification and Communication" regarding the contract document. This notification shall be furnished within five 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 Agreement.

BONDING (Payment)

The Contractor shall furnish, at its own expense, a payment bond payable to KCATA in the amount of one hundred percent (100%) of the full contract price to guarantee payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in this Agreement. A licensed surety company shall secure the payment bond. The payment bond shall remain valid and in effect for the full term of this Agreement.

A cash deposit, certified check, irrevocable letter of credit, or other negotiable instrument may be accepted by KCATA in lieu of a payment bond. The form of any substitution in lieu of a payment bond must be approved by KCATA. The cash deposit, certified check, irrevocable letter of credit, or other negotiable instrument accepted in lieu of a payment bond must remain valid and in effect for the full term of this Agreement.

If used, the letter of credit shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall not end until resolution of all claims filed against the payment bond during the one-year period following final payment.

Contractor's failure to maintain a valid payment bond, or a valid substitution for a payment bond pre-approved by KCATA, for the full term of this Agreement will be a breach of agreement.

BONDING (Performance)

The Contractor shall furnish, at its own expense, a performance bond payable to KCATA in the amount one hundred percent (100%) of the full expected cost of the services to be performed (goods to be delivered) as a guarantee of good faith on behalf of the Contractor, that the terms of the Agreement will be complied with in every particular way. A licensed surety company shall secure the performance bond. The performance bond shall remain valid and in effect for the full term of this Agreement.

A cash deposit, certified check, irrevocable letter of credit (LOC), or other negotiable instrument may be accepted by KCATA in lieu of a performance bond. The form of any substitution in lieu of a performance bond must be approved by KCATA. The cash deposit, certified check, irrevocable letter of credit, or other negotiable instrument accepted in lieu of a performance bond must remain valid and in effect for the full term of this contract.

Contractor's failure to maintain a valid performance bond, or a valid substitution for a performance bond pre-approved by KCATA, for the full term of this Agreement will be a breach of contract.

If used, the letter of credit shall be irrevocable, unconditional, and issued by an acceptable federally insured financial institution. The LOC must cover the entire period of performance or may be submitted with an initial expiration date which is a minimum period of one year from the date of issuance, with a provision which states that the LOC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of performance is completed. The period of performance shall end the later of 90 days following final payment, or until completion of any warranty period. KCATA may require additional performance bond protection when the contract price is increased.

BONDING (Warranty of Work and Maintenance)

- A.** The Contractor warrants to KCATA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects and in conformance with the Contract documents. 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 materials and equipment.

- B.** The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by KCATA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to KCATA. As additional security for these guarantees, the Contractor shall, prior to the release of final payment, furnish separate maintenance (or guarantee) bonds in form acceptable to KCATA written by the same corporate surety that provides the performance bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after final payment and shall be written in an amount equal to one hundred percent (100%) of the Contract Sum, as adjusted (if at all).

BREACH OF CONTRACT

If the Contractor shall fail, refuse or neglect to comply with the terms of this Agreement, 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.

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 KCATA shall constitute a waiver of any right or duty afforded under the Agreement, 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.

CHANGES

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

CIVIL RIGHTS

- A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. American with Disabilities Act (ADA).** In accordance with section 102 of the American with Disabilities Act, as amended, 42 U.S. C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Disadvantaged Business Enterprise (DBE).**
 - 1.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10

percent. KCATA's overall goal for DBE participation is 13 percent. A separate contract goal has not been established for this procurement.

2. This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as KCATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in the paragraph (see 49 CFR 26.13(b)).
3. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA.
4. The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA.

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

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

CONTRACTOR RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail that 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. In the case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify KCATA in writing of the replacement and provide name, address, telephone number, and the type of service.

DELIVERY

- A. Materials and/or equipment shall be delivered to Kansas City Area Transportation Authority, Central Receiving Facility, Building #1, 1350 East 17th Street, Kansas City, Missouri, 64108. KCATA will assume custody of property at other locations, if so directed in writing by KCATA. Packing slips shall be furnished with the delivery of each shipment. KCATA reserves the right to inspect all deliveries or services before acceptance.
- B. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to KCATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery.
- C. KCATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by KCATA.

DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement 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 thereof 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 General Manager, with a copy to the Director of Procurement. The determination of such appeal by the General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with Director of Procurement's decision.

The duties and obligations imposed by the Agreement 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 Agreement, 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.

ENVIRONMENTAL REGULATIONS

- A. Clean Air.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42, U.S.C. §7401 et seq. The Contractor agrees to report, and to require each subcontractor receiving more than \$100,000 from this Agreement to report, any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and require each subcontractor receiving more that \$100,000 from this Agreement to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will, in turn, report each

violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL REQUIREMENTS

- A. **Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.
- B. **Debarment and Suspension Certification.** The Contractor shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs".

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

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

- C. **Disclaimer of Federal Government Obligation or Liability.** The Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.
- D. **Incorporation of Federal Transit Administration (FTA) Terms.** The provisions in this Agreement include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA

mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

GOVERNING LAW

This Agreement 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 Agreement, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

HEADINGS

The headings included in this Agreement 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.

INSTALLATION

If specified, the Contractor shall install and place in operation, subject to approval of KCATA, the equipment, at the Contractor's expense, within thirty (30) days from issuance of a notice to install issued by KCATA. If required, the Contractor shall assemble the equipment as part of the installation.

INSURANCE

The insurance required in this Agreement 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 the KCATA, its commissioners, officers and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to the KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders Association Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish certificates of insurance prior to execution of the Agreement. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable.
2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insured 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.**

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that may not be canceled or amended with respect to the KCATA by the insurance company without thirty (30) days prior notice by certified mail to the KCATA and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the KCATA's interest thereunder. If the Contractor or his insurance agent has any questions pertaining to the insurance requirements, contact the KCATA's Loss Prevention Manager, Darlene Arnett, at (816) 346-0241.

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

A. Worker's Compensation and Employers Liability:

Workers Compensation: Statutory

Employer's Liability Limit: Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 each employee
Bodily Injury by Disease: \$500,000 policy limit

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

B. Commercial General Liability:

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

Contractor shall procure and maintain at all times during the term of this Agreement commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. 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 the KCATA may have. *See Insurance, Section 2, for the appropriate wording necessary on the Certificates of Insurance.*

C. 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's premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Agreement.

LIABILITY AND INDEMNIFICATION

- A. Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners,

directors and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

- C. Indemnification.** To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees) 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 Agreement, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Agreement, Contractor shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA 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 performing work under this Agreement, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the

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

LICENSES AND PERMITS

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 performance of the work in this Agreement.

The Contractor shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

LOBBYING RESTRICTIONS

- A.** Pursuant to Public Law 104-65, the Contractor is required to certify that no federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.
- B.** Contractors who use non-federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Contractor's first submission initiating KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.
- C.** Contractor is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the federal money involved in the subcontract is

\$100,000 or more. Any disclosure forms received by the Contractor must be forwarded to KCATA.

NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA’s Adam Dickman, phone (816) 346-0284 or email adickman@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 Agreement may be given by delivery or mailing the same postage prepaid, addressed to the following:

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

If to Contractor: Name: _____
 Company: _____
 Address: _____

- 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.

PROHIBITED INTERESTS

No board member, officer, employee or agent of KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this Agreement, 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 Agreement or the proceeds thereof, to any share or part of this Agreement, 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.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Agreement, 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.

PROHIBITED WEAPONS AND MATERIALS

Missouri Revised Statutes, section 571.107 (R.S. Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.

No weapon, including firearms concealed or not, other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.

Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.

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

RECORD RETENTION AND ACCESS

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 Agreement. In the event of litigation or settlement of claims arising from the performance of this Agreement, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Agreement.

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.

The Contractor shall prepare all deliverables in Microsoft Word, Excel or PowerPoint and Adobe PDF formats, with KCATA granted full rights to reprint as needed.

REQUESTS FOR PAYMENT

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

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

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

The Contractor shall only submit an invoice once KCATA has indicated that a progress payment milestone has been achieved. Please reference milestone payment schedule in

the Section II, paragraph 18.

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.

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 agreement 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 Agreement.

SERVICE MANUAL AND WIRING SCHEMATIC

If specified, the Contractor will provide at least one (1) copy of a service manual and at least one (1) copy of wiring schematics for individual components and other schematics and drawings as may be applicable.

SEVERABILITY

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

SUBCONTRACTORS

- A. Subcontractors.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Agreement, if any, are listed on an Appendix to this Agreement. Any substitutions or additions of subcontractors must have the prior written approval of KCATA. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Agreement, or draw down on any

letter of credit provided in lieu of retainage under this Agreement. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor.

A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

B. Adequate Provision(s) in Subcontract(s). Any subcontracts related to this Agreement 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 Agreement:

Acceptance of Material – No Release
Agreement in Entirety
Assignability
Bankruptcy
Bonding (Performance, Payment, Warranty of Work and Maintenance)
Breach of Contract
Changes
Civil Rights
Contractor's Responsibility
Delivery
Dispute Resolution
Environmental Regulations
Federal Requirements
Fraud and False or Fraudulent Statements or Related Acts
Governing Law
Headings
Installation
Insurance
Liability and Indemnification
Licenses and Permits
Lobbying Restrictions
Notification and Communication
Prohibited Interests

Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Service Manual/Wiring Schematics
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Training
United States Product and Service Preference
Warranty

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

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.

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

TERMINATION

- A. Termination for Convenience.** The KCATA may terminate this Agreement, 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 services performed in accordance with the manner of performance set forth in the Agreement. If the Contractor has any property in its possession belonging to the KCATA the Contractor will account t for same, and dispose of it in the manner the KCATA directs.
- B. Funding Contingency.** If this Agreement 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 in accordance with other provisions of this Contract.

- C. Termination for Default [Breach or Cause].** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Agreement is for services, and the Contractor fails to perform in the manner called for in the Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, KCATA may terminate this Agreement 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 in the Agreement.

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 Agreement within the time period permitted, KCATA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this 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 the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the

manner KCATA directs. Upon termination of the 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 Agreement, whether completed or in process.

TRAINING

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

UNAVOIDABLE DELAYS

If delivery of the buses under this Contract should be unavoidably delayed, the Director of Procurement may extend the time for completion of the Contract for the determined number of days of excusable delay. 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 by the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

- A. Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred that will delay deliveries. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- B. Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the 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.

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.

UNITED STATES PRODUCT AND SERVICE PREFERENCE

Buy America. The Contractor agrees to comply with 49 U.S.C. §5323(j), and FTA's Buy America regulations at 49 C.F.R. Part 661, which provide that federal funds may not be

obligated unless steel, iron, and manufactured products used in this project are produced in the United States, unless a waiver of these provisions is granted. General waivers are listed in 49 CFR 661.7. Rolling stock must be assembled in the United States and have a 60 percent domestic content. Separate requirements for rolling stock are set out in 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 611.11.

WARRANTY

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, 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 Agreement.

Upon final acceptance by KCATA of all work to be performed by the Contractor, KCATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor's Initials _____

KCATA's Initials _____

**ATTACHMENT B
PROPOSAL CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals. Please include this checklist with your proposal submission.

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

- _____ Contractor’s Proposal
- _____ Proposal Bond
- _____ Proposal Response Forms
 - D-1 _____
 - D-2 _____ (Costing Sheet)
- _____ Contractor’s Relative Experience/Reference Form
- _____ Vendor Registration Form
- _____ Certification of Debarment
- _____ Certification of Lobbying
- _____ Buy America Certification
- _____ Affirmative Action Certificate

**ATTACHMENT C.
REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

2. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

3. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

4. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

5. Job Description _____
Contract Amount _____
Time to Complete Job _____
Owner and Location _____
Contact Name and Telephone No. _____

NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your proposal being considered non-responsive.

**ATTACHMENT D-1
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

Proposal Number: 08-5009-32

Date of Issuance: April 14, 2008

For: Bus Operator Training Simulator System

KCATA Representative and Title: Adam Dickman-Potts, Buyer II

Telephone #: (816) 346-0284 Fax #: (816) 346-0336 Email: adickman@kcata.org

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation for Proposals and any subsequent Addenda. The proposer shall immediately notify the KCATA in the event of any change.
2. The pricing submitted shall remain fixed for the duration of this procurement.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

The KCATA hereby accepts the offer submitted by your company in response to the Invitation for Proposals and for the items listed.

_____ This award consummates the contract, which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

_____ A Contract Agreement will be issued which consists of (a) the solicitation and your offer, and (b) the terms and conditions as set forth in the Invitation for Proposal documents.

A Notice to Proceed, as well as a Purchase Order, will be forthcoming under separate cover.

Authorized Signature for KCATA _____

Title _____ Date _____

**ATTACHMENT D-2
 PROPOSAL RESPONSE FORM
 KANSAS CITY AREA TRANSPORTATION AUTHORITY
 PROPOSAL #08-5009-32
 BUS OPERATOR TRAINING SIMULATOR SYSTEM**

Base Proposal	Cost
1. Operator Enclosure	\$ _____
2. Driving Station – Fixed Route Bus	\$ _____
3. Driving Station – (Medium Truck, Cutaway Van, or Passenger Vehicles)	\$ _____
4. Visual Displays	\$ _____
5. Monitoring Displays	\$ _____
6. System Control Group	\$ _____
7. Instructor Console Software	\$ _____
8. Spare Components	\$ _____
9. Project Management	\$ _____
10. Design Review	\$ _____
11. Acceptance Testing	\$ _____
12. Documentation and Training	\$ _____
13. Installation	\$ _____
14. Base Warranty (Year 1 and 2)	\$ _____
Base Bid Grand Total \$ _____	
Optional Items	
1. Video Monitoring System	\$ _____
2. Extended Warranty (Year 3)	\$ _____
3. Extended Warranty (Year 4)	\$ _____
4. Extended Warranty (Year 5)	\$ _____
BUYER'S NAME: <u>Adam Dickman-Potts, Buyer II</u> TELEPHONE NUMBER: <u>(816) 346-0284</u>	
We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the proposal document and the attached specifications (if any).	
COMPANY NAME (Type or Print) _____ DATE _____	
ADDRESS/CITY/STATE/ZIP _____	
AUTHORIZED SIGNATURE _____ TITLE _____	
NAME (Type or Print) _____ TELEPHONE (_____) _____	
NOTE: The Proposal Response Form must be signed by an authorized agent or officer or proposal may be considered non-responsive.	



**ATTACHMENT E.
VENDOR REGISTRATION
Kansas City Area Transportation Authority**

(FOR KCATA USE ONLY) PROPOSER/VENDOR # _____
--

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

REVISION **INITIAL**

PLEASE PRINT OR TYPE (READ INFORMATION, INSTRUCTIONS AND DEFINITIONS)

Persons or concerns wishing to be placed on the Kansas City Area Transportation Authority's Registered Vendors List for supplies and services shall file a properly completed and certified Vendor Registration Form together with such other lists as may be attached to the application form, with the office of the Director of Procurement. Applicants shall confine their product list to those materials and services for which they are prime distributors to include an adequate supply of replacement parts and a prompt service capability in accordance with the needs of the Authority. The application shall be submitted and signed by the principal as distinguished from an agent, however constituted. Submittal of this Vendor Registration Form will place your firm on our Registered Vendors List, but does not guarantee a solicitation for proposal.

After placement on the Registered Vendors List, a supplier's repeated failure to respond to Invitations for Proposal will be understood by the Authority to indicate a lack of interest and the supplier's name will be removed from the list for the items concerned. If you wish to remain on the Registered Vendors List, but do not wish to offer a proposal, return the proposal with a notation "NO PROPOSAL" or send a notice stating that you are unable to proposal but wish to remain on the list. The list will be periodically purged. If you do not receive proposal solicitations, inquire to confirm that your firm remains on our list.

1. Name of Firm _____
 Business Location _____ Phone No. (_____) _____
 City _____ State _____ Zip Code _____ Fax No. (_____) _____
 Email Address _____ Website Address _____
2. Mailing Address (If Different) _____ Phone No.(_____) _____
 City _____ State _____ Zip Code _____ Fax No. (_____) _____
3. Remit to Address (If Different) _____ Phone No.(_____) _____
 City _____ State _____ Zip Code _____ Fax No. (_____) _____
4. Structure of Organization: ___ INDIVIDUAL ___ PARTNERSHIP ___ CORPORATION
 If Incorporated, in which State _____ Federal Tax ID No. _____
5. Year this Firm started doing business under "Name of Firm" shown on Question #1: _____
6. Annual Gross Receipts (For the last three years):
 Current Year \$ _____ Last Year \$ _____ Previous Year \$ _____
7. Name and Title of Person(s) who is (are) authorized to sign proposals in behalf of the Firm:
 Name _____ Title _____
 Name _____ Title _____
8. Affiliated Businesses (Name and address): _____

DEFINITION OF AFFILIATED BUSINESSES: Business concerns are affiliates of each other when either directly or indirectly: 1) one concern controls or has the power to control the other; or 2) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated, and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship.

9. Standard Invoice Terms: DUE DAYS _____ DISCOUNT DAYS _____ PERCENT _____%

Describe the Primary Business Activity of This Firm:						
NAICS CODE(S): _____ SIC CODE(S): _____						
Identify number of personnel employed by the firm in the following categories:						
Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)

The following questions address equal employment opportunity provisions, and completion is required before your firm can be considered in compliance with KCATA guidelines.

Assistance from the KCATA’s DBE Office for compliance with Affirmative Action/DBE requirements is available. Please contact the DBE Manager at (816) 346-0224 or via email at dbradshaw@kcata.org.

1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy to our office immediately.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Does your firm have twelve (12) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED

DEFINITION OF DISADVANTAGED BUSINESS ENTERPRISE: For-profit small business concern which is: 1) at least 51 percent owned by one or more socially or economically disadvantaged individuals, or in the case of a corporation, at least 51 percent of the stock is owned by one or more such individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means individuals who are U.S. citizens, or lawfully admitted permanent residents, who are Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, women, or any additional group whose members are designated as socially and economically disadvantaged by the SBA, or who has been determined to be socially and economically disadvantaged on a case-by-case basis.

5. Is your firm a Woman-Owned Business Enterprise (WBE) within the meaning of the following definition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
---	------------------------------	-----------------------------	-----------------------------------

DEFINITION OF WOMAN-OWNED BUSINESS ENTERPRISE: A business, which is owned and controlled by a woman, regardless of race or ethnicity.

REF: Federal Register 49 CFR, Part 26.

CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from proposaling for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

Signature

Date

Name and Title of Person Signing (Please Type or Print)

Return completed questionnaire to Kansas City Area Transportation Authority,
Procurement Department, 1350 East 17th Street, Kansas City, MO 64108.

**ATTACHMENT F.
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Primary Participant (applicant for a FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency as defined at 49 CFR 29.940 and 29.945;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor or a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C., Sections 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

Date _____

**ATTACHMENT G.
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING**

I, _____ (Name and Title of Grantee Official or Potential Contractor for a Major Third Party Contract), hereby certifies, to the best of his/her knowledge and belief, and on behalf of _____ (Name of Grantee or Potential Contractor) that:

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. In addition, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Executed this ____ day of _____ 2008.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT H.

BUY AMERICA CERTIFICATION

**For Steel or Manufactured Products
Other than Rolling Stock**

CERTIFICATION OF COMPLIANCE WITH SECTION 165(b)(3)

Section A. To be completed for Certification of Buy America Compliance:

The proposer hereby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Signature_____

Title_____

Date_____

Section B. To be completed when applying for exemption status:

The proposer hereby certifies that it cannot comply with the requirement of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Signature_____

Title_____

Date_____

Attachment I-1

GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

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

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, 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 I-2)

WORK FORCE ANALYSIS REPORT (Form AA1, Part 2)

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

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COLUMNS B THRU K) A	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) G	BLACK (NOT OF HISPANIC ORIGIN) H	HISPANIC I	ASIAN OR PACIFIC ISLANDER J	AMERICAN INDIAN OR ALASKAN NATIVE K
OFFICIALS AND MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES WORKERS											
OFFICE AND CLERICAL											
CRAFT WORKERS											
SEMI-SKILLED											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTALS											

TYPE OF BUSINESS: Manufacturing___, Wholesale___, Construction___, Regular Dealer___, Selling Agent___, Service Establishment___, Other:

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

ATTACHMENT J.
VENDOR LIST
PROPOSAL #08-5009-32
BUS OPERATOR TRAINING SIMULATOR SYSTEM

Doron Precision Systems
Attn: William P. Koran
P.O. Box 400
Binghamton, New York 13902-0400
Phone: (607) 772-1610
Fax: (607) 7723-6760

FAAC, Incorporated
1229 Oak Valley Dr.
Ann Arbor, MI 48108
Phone: (734) 761-5836
Fax: (734) 761-5368