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

REQUEST FOR PROPOSALS

PROPOSAL #08-7024-27

Regional Vanpool Fleet Maintenance Program

Date: June 2, 2008

Contact: Angela Wise
Buyer II

Telephone Number: (816) 346-0283

FAX Number: (816) 346-0345

E-Mail: awise@kcata.org

June 2, 2008

NOTICE OF REQUEST FOR PROPOSALS #08-7024-27

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified firms to provide a Regional Vanpool Fleet Maintenance Program. The term of the contract will be for one year. The KCATA will determine which proposal provides the best value based on evaluation of the proposers ability to meet established criteria. Proposals will be evaluated on price, ability to perform required repairs, references and financial stability of the firm. Proposers should be able to provide the last two years of audited financial statements if requested.

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.

One original and four copies of the proposal must be submitted in accordance with the instructions contained herein no later than 10:00 am on Wednesday, July 9, 2008. Please reference RFP #08-7024-27 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, Angela Wise
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 RFP covered in the sections listed under the Table of Contents of this document.

For information related to this proposal, contact Angela Wise at (816) 346-0283 or via email at awise@kcata.org.

Etta Jackson
Director of Procurement

08-7024-27

REGIONAL VANPOOL MAINTENANCE PROGRAM

NO REPLY FORM

PROPOSAL # 08-7023-33

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to proposal, state their reason(s) below and return in a clearly marked envelope displaying Proposal # 08-7023-33. This information will not preclude receipt of future proposals unless you request removal from the bidder's List by so indicating below.

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

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

___ 2. We do not wish to bid 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 items/services on which Proposals are requested.

___ 5. Other:

FIRM NAME

SIGNATURE

___ We wish to remain on the Proposer's List for these commodities.

___ We wish to be deleted from the Proposer's List for these commodities.

**PLEASE SEND BACK TO: KCATA
1350 E. 17TH STREET
KANSAS CITY, MO. 64108
ATTN: ANGELA WISE**

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**SECTION I.
PROPOSAL SCHEDULE**

Proposal Advertisement Sunday June 8, 2008

Proposal Issue Monday, June 2, 2008

Deadline For Proposer Questions, Requests for Clarifications,
Or Protests..... Wednesday, 10:00 am June 18, 2008

Deadline for KCATA's Response to Proposer Questions
Clarifications and Protests..... Wednesday, June 25, 2008

Proposal Closing..... Wednesday, 10:00 am July 9, 2008

Proposal Award July 2008

SECTION II GENERAL PROVISIONS/TECHNICAL SPECIFICATIONS

Program Description

The KCATA administers The AdVANtage Vanpool Program. The program has been placed under the supervision of the Special Services Department, and one Vanpool Coordinator oversees the daily operations of the program.

Area employees who commute to work, primarily in areas not served by fixed-route transit service, participate in the vanpool program as riders and drivers. One of the vanpool participants will be designated the primary driver. Drivers are responsible for vehicle security and maintenance related services for the vehicle. The KCATA has a van fleet of 40 vehicles. KCATA is providing the two (2) tables below for informational purposes.

- Table 1, KCATA List of Van Trips, see Page 3
- Table 2, KCATA Fleet List , see Page 4

TABLE 1
KCATA LIST OF VAN TRIPS
For KCATA Regional Vanpool Maintenance Program

Description	Commute miles
Harrisonville to Hallmark	87
Blue Springs to Midland Loan Services OP, KS	60
Pomona/Ottawa/Lawrence to Olathe Honeywell Interna	66
Corder/Higginsville/Warrensburg to downtown KC	122
Lenexa to NOAA	61
Leavenworth, KS to Hallmark	82
Cameron, MO to downtown	109
Leavenworth, KS to Hallmark	66
St Joseph , MO to downtown	110
KC to Leavenworth	82
Kearney/Lathrop to downtown KC	50
Lawrence, KS to Aptuit -102nd & Hickman Mills D	96
Lawrence, KS to Aptuit - 102nd & Hickman Mills D	88
Midtown to KCI	62
87th & Hickman to KCI Aviation Dept.	76
74th & Flora to KCI Aviation	64
Northland to KCI Aviation	50
Lee's Summit to Northland (7220 NW 101st St.)	85
Independence to Hallmark	40
Independence to Midland Loan Services OP,KS	60
Antioch Shopping Center to KCI Aviation	45
Lee's Summit to Hallmark (CC)	50
Richmond to downtown KCMO	86
Lee's Summit to Hallmark	50
Lawrence, Ks. to Hallmark	85
Buckner to Hallmark	52
Lawrence KS to downtown KC	97
Savannah, MO to KC, KS	138
Gladstone, Missouri to Cerner-Marion Pkwy., KCMO	50
Shawnee, KS to KC, KS US EPA	45

TABLE 2
KCATA FLEET LIST
For KCATA Regional Vanpool Maintenance Program

Serial Number	Year	Make	Model	Description	Seats	Current Miles
1GNDX03E5YD256795	2000	Chevrolet	Venture	4 door van	8	107537
1GNDX03E2XD166339	1999	Chevrolet	Venture	van	7	97390
1GNDX03E43D243853	2003	Chevrolet	Venture	4 door van	8	136019
1GAGG25R5Y1224683	2000	Chevrolet	3/4 ton	3 door	12	97771
1GAGG25R3X1054080	1999	Chevrolet	G20 Express	3 door van	12	120051
1GNDX03E23D242863	2003	Chevrolet	Venture	4 door	8	114036
1GNDX03E93D244089	2003	Chevrolet	Venture	4 door	8	122588
1GNDX03E03D245566	2003	Chevrolet	Venture	4 door van	8	87220
1GNDX03E93D242827	2003	Chevrolet	Venture	4 door van	8	83563
1GNDX03E83D245864	2003	Chevrolet	Venture	4 door van	8	127250
1GNEX03E23D245620	2003	Chevrolet	Venture	4 door van	8	87759
1GNDX03E33D245495	2003	Chevrolet	Venture	4 door van	8	122403
1GNDX03E13D246063	2003	Chevrolet	Venture	4 door van	8	119650
1GAGG25U631182909	2003	Chevrolet	Expansion Van 2500	4 door	12	75336
1GNDX03E53D246387	2003	Chevrolet	Venture	4 door van	8	72028
1GAGG25U131186222	2003	Chevrolet	Expansion Van 2500	4 door van	12	120436
1GNDX03E1YD273478	2000	Chevrolet	Venture	4 door van	8	109738
1GNDX03E21D135190	2002	Chevrolet	Venture Extended LS	4 door van	8	123667
1GNDX03E5XD272302	1999	Chevrolet	Venture	3 door van	7	97399
1GAGG25R2X1053101	1999	Chevrolet	G2- Express	3 door	12	113425
1GNDX03E1YD255045	2000	Chevrolet	Venture	4 door	7	121704
1GNDX03E83D246660	2003	Chevrolet	Venture	4 door van	8	70896
1GNDX03E12D253125	2002	Chevrolet	Venture	4 door van	8	101121
1GNDX03E83D245413	2003	Chevrolet	Venture	4 door	8	116896
1GNDX03E93D242343	2003	Chevrolet	Venture	4 door van	8	111976
1GAGG25R8Y1221681	2000	Chevrolet	3/4 ton	3 door van	12	104646
1GNDX03E33D243875	2003	Chevrolet	Venture	4 door	8	115811
1GNDX03E03D246409	2003	Chevrolet	Venture	4 door	8	81320
1GNDV33L66D105564	2006	Chevrolet	Uplander	4 dr fwd Lt	7	46333
1GNDV33L16D105519	2006	Chevrolet	Uplander	4-dr FWD LT	7	64700
1GNDV33L16D126919	2006	Chevrolet	Uplander	4dr fwd Lt	7	62431
1GNDV33LX6D127809	2006	Chevrolet	Uplander	4dr fwd Lt	7	44757
1GNDV33LX6D175441	2006	Chevrolet	Uplander	4 door	7	45231
1GNDV33L16D176039	2006	Chevrolet	Uplander	4 door	7	31162
1GNDV33L66D175436	2006	Chevrolet	Uplander	4 door	7	26611
1GAGG25UX61187423	2006	Chevrolet	G20 Express	3 door	12	33141
1GAGG25U561186583	2006	Chevrolet	G20 Express	3 door	12	47564
1GAGG25U661251358	2006	Chevrolet	G20 Express	3 door	12	47499
5TDZK23C18S184229	2008	Toyota	Sienna	5 door	8	234
5TDZK23CX8S140911	2008	Toyota	Sienna	5 door	8	55
5TDZK23C88S134024	2008	Toyota	Sienna	5 door	8	224
5TDZK23C58S186047	2008	Toyota	Sienna	5 door	8	30
	2008	Ford	E-350	3 door	12	
	2008	Ford	E-350	3 door	12	

TECHNICAL SPECIFICATIONS

A. REQUIRED SERVICES

1. Vehicle Maintenance

The KCATA seeks a vehicle maintenance management program that provides comprehensive vehicle servicing, repair and emergency breakdown assistance including, but not limited to:

a) Driver convenience with accountability

AdVANtage drivers need convenient and regular access to vehicle maintenance facilities with reasonable controls and safeguards. The proposed maintenance system must be flexible to allow for driver turnover, as well as accommodate additional AdVANtage vans as they are added to the program. Available maintenance facilities must be located within reasonable distance from the driver's home or place of business. As stated above, the AdVANtage program is available in the seven county area of the Kansas City region.

b) Preventive and Scheduled Maintenance

Priorities include ensuring that preventive and other regularly scheduled vehicle servicing and vehicle inspections are done in a timely and cost-effective manner. Notification to KCATA should be provided when preventive or scheduled maintenance is not occurring. Bidder shall provide a detailed procedure with bid submittal. (All or random repairs/annual inspection are subject to a follow-up inspection performed by KCATA Maintenance Department.)

c) Tires and Vehicle Accessories

The successful Bidder will provide for tire rotation, balance and tire replacement for AdVANtage vans and allow for the necessary purchase of other vehicle items, such as wiper blades, hoses, headlights and other lights, and any other vehicle item necessary for the safe operation of the vanpool vehicle. Generally what is described is access to vehicle parts that are susceptible to normal wear-and-tear.

d) Unscheduled Maintenance

Timely and cost-effective response to unscheduled vehicle maintenance needs must be provided.

e) Warranty Work

The successful Bidder will propose a vehicle maintenance management program that will ensure that items covered under manufacturer warranty are handled promptly and according to warranty specifications and procedures, and are billed accordingly.

Warranty repairs are to be performed by an authorized dealer only. If warranty repairs are required notify KCATA before repairs begin.

f) Emergency Breakdowns

It is preferred that a method be provided for the unlikely event of a vehicle breakdown. A back-up system should be in place to handle not only the vehicle, but stranded passengers, as well. This should include such things as roadside assistance, towing, and loaner vehicles. Bidder shall provide a detailed procedure with bid submittal. If a breakdown occurs after hours, weekends or holidays vendor should have a backup plan in place.

g) Repair Diagnostic and Cost Negotiating (If Necessary)

When vehicles are in need of repair, a timely and effective response, resulting in prompt diagnosis and vehicle repair, is a must.

h) Invoicing

The successful Bidder will propose a system that will ensure vehicle servicing invoices are accurate and timely and will systematically track and reimburse vendors for approved payments. KCATA is exempt from all sales tax, and it shall not be included.

i) Billing and Management Reporting

The KCATA is seeking a vehicle maintenance management system that will consolidate vehicle fueling and servicing expenses into a fully itemized statement submitted to the KCATA once per month for payment.

2. Reporting

The KCATA seeks accurate and concise vehicle maintenance reports in order to help identify, isolate and control both fixed and variable costs associated with AdVANtage vehicles.

3. Invoicing

The KCATA would like the successful Bidder to consolidate all maintenance expenses into a single monthly invoice submitted to the KCATA Procurement Department. KCATA is exempt from all sales tax, and shall not be included.

4. All of the aforementioned activities will occur in coordination with and under the supervision of KCATA's Special Services Department.

B. REPAIR AUTHORIZATION

Vanpool drivers will take the vehicles to pre-authorized service centers. Each vehicle should have a card that will be used to identify the vehicle to the vendor. The vendor can authorization work up to \$100.00, the vendor will be responsible for contacting the vanpool staff for authorization of any work over \$100.00.

**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 Angela Wise at (816) 346-0283.

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. The quantities specified for purchase by KCATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e. 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.

- f. 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.
- g. 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.
- h. 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 four 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

- a. 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.
- b. At a time specified for proposal opening, all proposals properly received will be publicly opened and read aloud. Any proposal received after this time will not be considered; except that a proposal arriving by mail after the time fixed for closing, but before completion of the reading of all other proposals, will

be received and considered if it is shown to the Authority's satisfaction that the failure to arrive on time was due solely to delay in the mails for which the proposer was not responsible.

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 ninety (90) days after the time as set herein for the opening of proposals.

B. PROPOSAL EVALUATION, ACCEPTANCE AND AWARD

1. Proposal Evaluation

- a. It is the intent of the KCATA to award a contract to the most responsive proposer that provides the best value to the KCATA, provided the proposal has been submitted in accordance with the requirements of the proposal documents and does not exceed the funds available. Proposers shall submit any additional information, if so required by the Authority, to complete the proposal evaluation.
- b. In determining the most responsive proposer, the evaluation will be based on, but not limited to, the following factors:
 - Cost proposed in the proposal;
 - Completeness of the proposal (including signature by an authorized official of the proposer) along with submittal of all required documents and compliance with all regulations including Affirmative Action; and
 - Compliance with the technical requirements and specifications.
 - Number and locations of facilities
 - Last 2 years audited financial statement, if required.

2. 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 lowest responsive 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.

3. 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.

4. Proposal Award

- a. The procurement shall be awarded on the basis of the lowest responsive proposer complying with all the conditions of the proposals, specifications, and instruction. 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.

5. 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.

6. 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.

7. 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.

8. 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.

d. Auto Garage Liability

Garagekeepers Coverage: \$1,000,000 Minimum limit

Garage Liability Coverage: \$5,000,000 Minimum limit

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. 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 (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. 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)).

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. 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).

2. 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.

3. 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. Reference Part C of this Section.

4. 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.

5. Affirmative Action Compliance

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

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

- a. A copy of 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.

8. 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.

9. Receipt of Addenda.

In the event that Addendas are issued against this Request for Proposals, proposers will be issued a Receipt of Addenda Form to complete and return with the Invitation to Proposal, acknowledging receipt of all addenda issued. This is to safeguard KCATA and the proposer against failure to communicate any important information and changes to the scope of the procurement.

10. Questionnaire

11. 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 #08-7024-27
FOR A REGIONAL VANPOOL FLEET MAINTENANCE PROGRAM**

THIS AGREEMENT, made and entered into this 1st day of August 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 June 2, 2008. The Contractor hereby agrees to provide a Regional Vanpool Fleet Maintenance Program 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 one year beginning August 1, 2008 and expiring on July 31, 2009.

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 Jackson
Director of Procurement

Title: _____

CONTRACT CONDITIONS

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.

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)).

- 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.

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.

EMPLOYEE PROTECTIONS

Contract Work Hours and Safety Standards Act.

1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in Paragraph 1 of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
3. Withholding for Unpaid Wages and Liquidated Damages. The KCATA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

ENVIRONMENTAL REGULATIONS

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.

FEDERAL REQUIREMENTS

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.

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.

INDEPENDENT CONTRACTOR

The parties hereto agree that the Contractor is an independent contractor under this Agreement. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Agreement in an orderly, timely, and efficient manner.

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 insured's. 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 insured's 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.

d. Auto Garage Liability

Garagekeepers Coverage: \$1,000,000 Minimum limit

Garage Liability Coverage: \$5,000,000 Minimum limit

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.

NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Donna Brown, Special Service Manager at (816) 346-0311

- 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: Etta Jackson, 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.

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.

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.

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

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.

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.

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.

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

- _____ Proposal Response Form
- _____ Contractor’s Relative Experience/Reference Form
- _____ Vendor Registration Form
- _____ Certification of Debarment
- _____ Receipt of Addenda Form (if issued)
- _____ Affirmative Action
- _____ Questionnaire

**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: 08-7024-27 Date of Issuance: May 16, 2008

For: REGIONAL VANPOOL FLEET MAINTENANCE PROGRAM

KCATA Representative and Title: Angela Wise, Buyer II

Telephone #: (816) 346-0283 Fax #: (816) 346-0345 Email: awise@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.
3. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.

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 pg 1
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY
PROPOSAL #08-7024-27 REGIONAL VANPOOL FLEET MAINTENANCE PROGRAM

Please provide pricing for the following services on a 2003 Chevrolet Venture		
SERVICE	PARTS	LABOR
Air Bag Diagnosis		
Air Conditioning Accumulator		
Air Conditioning Condenser		
Air Conditioning Evacuate/Recharge		
Air Filter - Engine		
Air Filter (Interior)		
Alignment (4-Wheel)		
Alternator		
Axle Seal		
Ball Joint Lower		
Battery		
Bearing & Hub Assembly		
Brake Adjustment		
Brake Caliper Front		
Brake Diagnosis (ABS)		
Brake Rotor Front		
Brake System Flush		
Brake Wheel Cylinder		
Canister Purge Solenoid		
Change Flat Tire		
Cooling System Flush		
CV Boot		
Detail Complete		
Detail Inside		
EGR Valve		
EGR Valve Gasket		
Electric System Diagnosis		
Engine Diagnosis		
Engine Head Seal Replacement		
Flasher		
Flat Tire Repair		
Fuel Filter		
Fuel Injector Service		
Fuel Pressure Regulator		
Headlamp Assembly		
Headlamp Switch Assembly		
Headlight Dim		
Headlight Bright		
Heater Core		
Ignition Coil		
Ing. Switch/Tumbler		
Intake Manifold Replacement		
Keyless Entry Repair		
Lube/Oil/Filter		
Manifold Pressure Sensor		
Mass Air Flow Sensor		
Mirror (Side View)		
PCV Valve		

**ATTACHMENT D-2 pg 2
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY
PROPOSAL #08-7024-27 REGIONAL VANPOOL FLEET MAINTENANCE PROGRAM**

Power Steering Pump		
Power Window Motor		
Replace Brakes per Axle		
Reprogram PCM		
Serpentine Belt		
Shock Absorber (Front)		
Shock Absorber (Rear)		
Spark Plug Wires		
Spark Plugs		
Starter (New)		
Starter (Rebuilt)		
State Inspection		
Thermostat		
Tie Rod Inner		
Tie Rod Outer		
Tire LT225/75R16		
Tire P215/70R15		
Tire Rotation		
Transmission Pan Gasket		
Transmission Service		
Transmission Svc Flush		
Valve Cover Gasket Replacement		
Waste Disposal Fee		
Waste Tire Fee		
Water Pump		
Wheel Balance		
Window Regulator & Motor Assy		
Wiper Arm		
Wiper Blades		
Wiper Motor Rear		

Standard Labor Rate per Hour: _____ Discount allowed on Parts: _____ %

Loaner Vehicle Day: 1\$ _____ **Day 2: \$** _____ **Day 3: \$** _____

We hereby agree to furnish the items on which prices are listed above and in accordance with the terms and conditions listed in the bid document and the attached specifications (if any).

COMPANY NAME (Type or Print) _____ Date _____

ADDRESS/CITY/STATE/ZIP _____

AUTHORIZED SIGNATURE _____

NAME (Type or Print) _____ TELEPHONE () _____

NOTE: The Bid Response Form must be signed by an authorized agent or officer or bid 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.

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

Please answer all questions clearly.

1. Clearly describe your company's approach to providing the services required by the KCATA in Section II including procedures and quality control policies.
 - ❖ How do you handle after-hour maintenance problems?
 - ❖ What determines where vanpool drivers are directed for maintenance and repairs?
 - ❖ What does a driver do if dealership or repair facility is not convenient to his/her location?
 - ❖ What steps are necessary to add a dealership or repair facility as an authorized facility under your program?
 - ❖ What controls are in place to ensure that only necessary maintenance is performed on KCATA's vehicles?
 - ❖ What procedures would be taken to notify the KCATA when preventive schedule maintenance is not occurring? (**Reference Section II Scope of Service Required Services A #1 b Vehicle Maintenance.**)
 - ❖ What's to ensure that your company can provide service/repairs to all of the KCATA's Fleet as described on Table 2 page 3?
 - ❖ What subcontractor would be used to provide service/repairs for any/all of the KCATA's Fleet as described on Table 2 page 3?
 - ❖ In case of an emergency breakdown what method shall be provided? Who shall be the contact person/department? A 24 hour contact number shall be provided. (**Reference Section II Scope of service A Required Services #1 for Emergency Breakdowns.**)
2. List and describe all reports that would be provided to the KCATA.
3. List all national account vendors for maintenance available to the KCATA through the program.
4. Provide your companies hours/working days of business?

Authorized Signature _____ Title _____

Print Name _____ Date _____

**ATTACHMENT I
VENDOR LIST**

**PROPOSAL #08-7024-27
FOR REGIONAL VANPOOL FLEET MAINTENANCE PROGRAM**

Kevin Montavy
Heartland Chevrolet
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781-3500

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Jeff Webb
c/o Albright-Roberts Chevrolet
9617 E. 350 Hwy
Raytown, MO 64133
816-763-4180