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

Request For Proposals

Proposal #10-7001-34

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

Date:	April 26, 2010		
Contact:	Angela Wise Buyer II		
Telephone Number:	(816) 346-0283		
FAX Number:	<u>(</u> 816) 346-0345_		
E-Mail:	awise@kcata.org		

April 26, 2010

Proposal #10-7001-34

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

NOTICE OF REQUEST FOR PROPOSALS (RFP)

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting proposals from qualified firms to provide Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services. Service Providers may submit proposals for one or both services. The term of the contract will be for one year with three one-year options to extend.

Proposals must be received with all required submittals as stated in the RFP, no later than 2:00 pm CST on May 26, 2010. Please reference RFP #10-7001-34 on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Proposals submitted must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this RFP:

Kansas City Area Transportation Authority Attn: Angela Wise Procurement Department 1350 East 17th Street Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of RFP closing.

For information regarding this proposal, contact Angela Wise at (816) 346-0283 phone, (816) 346-0345 fax or <u>awise@kcata.org</u> email. Any questions or requests for clarification are due from proposers before 2:00 pm CST on May 11, 2010, and must be submitted in writing to Angela Wise. If required, KCATA's response to these submissions will be in the form of an Addendum.

Etta J. Jackson Director of Procurement

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NO PROPOSAL REPLY FORM

PROPOSAL #10-7001-34

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Angela Wise, Buyer II, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0345.

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

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

- _____1. We do not wish to participate in the proposal process.
- 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____4. We do not provide the services on which Proposals are requested.

- _____ 5. Other: ______
- _____ We wish to remain on the Proposer's list for these services.
- _____ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

SECTION 1 PROPOSAL CALENDAR

RFP Advertised	May 2. 2010
RFP Issued	April 26, 2010
Questions, Comments and Requests for Clarifications Due to KCATA	May 11, 2010
KCATA Issues Response to Questions, Comments and Requests for Clarification	May 14, 2010
RFP Closing	May 26, 2010 2:00 pm CST
Interviews (Tentative)	June 1, 2010
KCATA Board of Commissioners Action	June 23, 2010
Contract Award	July 15, 2010

SECTION 2

KANSAS CITY AREA TRANSPORTATION AUTHORITY

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

SCOPE OF SERVICE

SECTION 2 SCOPE OF SERVICE SECTION A BUS PASS OUTLET SERVICE

Metro bus passes for Metro customers may be purchased from pass outlets throughout the Kansas City metropolitan area. KCATA is seeking a qualified Service Provider to work three pre-scheduled weekdays a month from 8:00 am to 4:00 pm dropping off monthly passes to pass outlets and three additional pre-scheduled weekdays picking up the unsold monthly passes, related paperwork and checks from each outlet and delivering them to the KCATA. The Service Provider will report to designated staff in KCATA's Marketing department.

1. PICKUP AND DELIVERY OF METRO MONTHLY PASSES

- A. Monthly pickup and delivery dates are determined a year in advance. On these scheduled dates, the Service Provider will be required to pickup checks and the previous month's bus passes at each of the 84 Kansas City area monthly pass outlets listed in Appendix A. There may be a five to seven minute wait while the outlet writes the check, gathers paperwork, etc. All unsold and returned passes, checks and related paperwork must be picked up and returned to KCATA the same day no later than 4 pm.
- B. On scheduled dates, the Service Provider will drop off pre-addressed boxes of monthly bus passes to designated locations (Appendix A). All drop offs must be completed within the three day period. The printing firm under contract to the KCATA that prints monthly passes will ship presorted passes monthly directly to the Service Provider. Appropriate Service Provider personnel must sign for all passes delivered from the designated printer.
- C. The KCATA may, with a minimum of one day's (24 hours) prior notice to Service Provider, add or delete pass sales outlets.
- D. The Service Provider shall be responsible for obtaining signatures from pass outlet service coordinators for all passes delivered, and for all pass sales checks picked up from the outlets. A signed copy of the "Pass Pickup and Delivery Route Sheet" shall be presented to KCATA by 4 p.m. on each scheduled pass pickup date (Appendix A).
- E. Service Provider shall be required to use their own vehicle to perform these services.

SECTION B ON-CALL SCHEDULE RACK SERVICE

Service Provider would be required to provide a trained individual on an on-call basis to periodically relieve and periodically support KCATA's marketing department staff in providing schedule rack service. KCATA provides bus schedules in racks located at businesses located throughout the metropolitan area. The schedules must be kept current and stocked.

KCATA estimates between 200 and 300 hours could be required by the Service Provider annually but may be more or less. The time required is sporadic, for example, Service Provider services may be required for one day in January followed by one week in February and four days in March. This estimate is made at no guarantee of required hours.

When Service Provider is relieving marketing department staff a KCATA vehicle will be used. When Service Provider is assisting marketing department staff the Service Provider will need to provide its own vehicle.

1. ON-CALL SCHEDULE RACK SERVICE

- A. Requirements
 - Sort schedules by route daily from three deposit bins located within KCATA's campus.
 - Restock Bus Drivers Room at KCATA daily between 8:00 10:30 a.m., except on same-day calls for assignment. Hours will vary.
 - Fill three schedule racks at the KCATA.
 - Place schedules into inventory at KCATA.
 - Deliver lost and found items to from buildings on KCATA's campus.
 - Service schedule racks at various locations, listed in Appendix B, throughout the metropolitan area.
- B. Personnel Requirements

The individual must be able to lift 50 pounds, have a valid driver's license, have a working knowledge of the KC metro area and be able to read a street map. A KCATA van will be available for the schedule rack service section of the contract. The individual shall be uniformed or wear name tags, shirts or caps with prominent Service Provider identification. No jeans or shorts are allowed.

SECTION 3

KANSAS CITY AREA TRANSPORTATION AUTHORITY

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

PROPOSAL INSTRUCTIONS

SECTION 3 PROPOSAL INSTRUCTIONS

3.1 <u>General Information</u>

- A. The terms "solicitation" and "Request for Proposals (RFP)" are used interchangeably, and the terms "offer" and "proposal" are used interchangeably.
- B. Interested firms may submit proposals until proposal closing at 2:00 pm CST on May 26, 2010. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA's Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to Angela Wise, Buyer II Electronic comments, questions and requests for clarification should be sent to awise@kcata.org and the subject line should read "RFP #10-7001-34 Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services".
- D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 <u>Reservations</u>

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

3.3 <u>Proposer's Responsibilities</u>

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

3.4 <u>Authorization to Propose</u>

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 <u>Modification of Proposals</u>

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

3.7 <u>Unbalanced Proposal</u>

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

3.8 <u>Protests</u>

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by KCATA for such administrative personnel.
 - 1. <u>Pre-Submittal</u>. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days before the proposal closing date.
 - 2. <u>Post-Submittal/Pre-Award</u>. A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the proposal closing date.
 - 3. <u>Post-Award</u>. Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- B. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement the protester may appeal in writing to the KCATA General Manager within five (5) days from the date from the KCATA Director of Procurement's response.
- C. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager's response will be provided within ten (10) days after receipt of the request. The KCATA General Manager's decision is final and no further action on the protest shall be taken by the KCATA.
- D. By written notice to all parties, the KCATA Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- E. Proposers should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- F. An appeal to FTA must be received by FTA's regional office within five (5) days after the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

SECTION 4

KANSAS CITY AREA TRANSPORTATION AUTHORITY

MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

PROPOSAL SUBMISSIONS, EVALUATION AND AWARD

SECTION 4 PROPOSAL SUBMISSIONS, EVALUATION AND AWARD

4.1 <u>Proposal Copies</u>

- A. The proposal package consists of two (2) sealed packages.
- B. One of the sealed packages should contain an original and five (5) full, complete, and exact copies of the original proposal. The package should be clearly marked "RFP #10-7001-34 Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services Technical Proposal."
- C. The second sealed package should contain an original and two (2) full, complete, and exact copies of the Cost Proposal. The package should be clearly marked "RFP #10-7001-34 Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services – Cost Proposal."

4.2 <u>Technical Proposal Content</u>

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA's requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that "standard procedures will be employed" are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.
- B. To achieve a uniform review process and obtain the maximum degree of compatibility, proposals must be organized as follows:
 - 1. <u>Title Page</u>

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

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to Director of Procurement, Etta J. Jackson and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Acknowledgement of receipt of RFP addenda, if any
- d. Name, title, address, telephone number and email address of the contact person for this project
- e. Signature of a person authorized to bind the proposing firm to the terms of the proposal
- f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide the services as specified
- 4. Key Personnel Experience and Qualifications
 - a. This section should demonstrate the proposer's experience, skills and qualifications of the Project Manager and other key personnel in the implementation of Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services and in meeting client goals, objectives and schedules. Describe direct

experience administering and operating under <u>(number of years)</u>. Detail any plans on services the proposer will provide that are not specifically required in this RFP.

- b. To demonstrate the project manager's experience, provide references on up to five (5) representative projects. At least one reference contact (including name, title, e-mail address and telephone number) should be provided for each project. Include role of the project manager, contract amount, and contract start and end dates.
- 5. <u>Financial Condition of the Firm</u>. In this section the proposer must provide information demonstrating that proposer has the necessary financial resources to perform the contract in a satisfactory manner. The proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of its most recent audited financial statements.
- 6. Program Management
 - a. This section should demonstrate the experience, skills and qualifications of key personnel and staff to perform the required services. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
 - b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- 7. <u>Subcontractor Utilization Plan</u>. For each anticipated subcontract, provide:
 - a. Subcontractor's name, address, and telephone number including the name, title and telephone number of the contact person
 - b. DBE category, if applicable
 - c. Type(s) of goods or services to be provided
 - d. Estimated value of subcontract
 - e. The following signed and dated certification statement: "I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."
- 8. Exceptions, Omissions and Form of Contract
 - a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
 - b. <u>Omissions</u>. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
 - c. <u>Sample Contract and Conditions</u>. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (Attachment A). The successful proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The proposer must also provide the rationale for any requested changes. If no changes are made, the proposer will be deemed to have accepted the sample contract. If the proposer request changes, such requests will be considered in any negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.

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

10. Debarment

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

11. Employee Eligibility Verification

- a. The proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted services.
- b. The proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).
- c. The proposer is required to obtain the same affirmation from all subcontractors at all tiers.
- 12. Proposer Status and Affirmative Action
 - a. All firms doing business with the KCATA must be a registered vendor, and must be in compliance with the Authority's affirmative action requirements. Firms may be considered for certification by the KCATA for such compliance by completing the information required in the Vendor Registration Form. However, firms that are currently in compliance need not duplicate this information. Please contact KCATA's Procurement Department at (816) 346-0254 to verify affirmative action compliance status.
 - b. The FTA's EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).
 - c. Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:
 - i. A copy of its current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment H1). Form AA1 or EEO-1 may be substituted.
 - ii. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, gender, job title and annual salary must be submitted.
 - d. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.3 <u>Proposal Submission Requirements – Cost Proposal</u>

- A. KCATA anticipates awarding a Fixed Price contract in a not to exceed amount.
- B. Detailed and summary cost proposal forms are attached as Attachment D. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.
- C. The costs included in the cost proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

4.4 Basis for Contract Award

- A. Award of contract, if made, will be made on a best value basis to the responsive and responsible proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Accordingly, KCATA may not necessarily make an award to the proposer with the highest technical ranking nor award to the proposer with the lowest priced proposal if doing so would not be in the overall best interest of KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.5 <u>Technical Proposal Evaluation Criteria</u>

- A. Proposals will be evaluated by the evaluation committee on the basis of the following criteria. Technical factors and price are weighted equally.
 - Performance Record
 - Price
 - Qualifications and Experience
 - Ability to assign dedicated personnel to assignment
 - Understanding of Requested Services

4.6 <u>Presentations/Interviews/Written Responses</u>

- A. After the submission of proposals, selected proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a proposer(s) to submit written responses to questions regarding its proposal.
- B. Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for June 1, 2010. Selected proposers will be informed as to the exact time.

ATTACHMENT A SAMPLE CONTRACT PROPOSAL #10-7001-34 FOR MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

THIS CONTRACT, made and entered into as of the 15th day of July 2010, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (Contractor/Consultant), with offices at

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated April 26, 2010 entitled (sometimes referred to as the "project", the "Project" or the "work"). The Contractor hereby agrees to provide Marketing Support Services, Bus Pass Outlet Service and On-Call Bus Schedule Rack Services. Service Providers for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this Contract shall be for one year beginning August 1, 2010 and expiring on July 31, 2011 with three one-year option. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

4. CONTRACT SUM.

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

5. MISCELLANEOUS PROVISIONS.

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

Appendix A. Contract Conditions; and Appendix B. Scope of Services; and Appendix C. Cost Proposal Submitted by Contractor; and

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

(Contractor)	
By	
Name	
Title	
Date:	

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By

Etta J. Jackson Director of Procurement Date _____

CONTRACT CONDITIONS

1. AGREEMENT IN ENTIRETY

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

2. ASSIGNMENT

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

3. BANKRUPTCY

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

4. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

5. CHANGES

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

6. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note),

Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

- C. American with Disabilities Act. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. ADA Access Requirements (Amended April 2009). In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

7. CONTRACTOR'S PERSONNEL

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

8. 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.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 10.2 percent. A separate contract goal has not been established for this procurement.
- **B.** This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this

Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

10. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

11. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Contract shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the KCATA Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the KCATA General Manager, with a copy to the KCATA Director of Procurement. The determination of such appeal by the KCATA General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the KCATA Director of Procurement's decision.

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. EMPLOYEE ELIGIBILITY VERIFICATION

To comply with Section 285.500 RSMo, et seq., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers.

A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

13. EMPLOYEE PROTECTIONS

Seat Belt Use In compliance with Federal Executive Order No. 13043, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving the project.

14. ENVIRONMENTAL

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

15. FEDERAL CHANGES

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

16. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

18. HEADINGS

The headings included in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

19. INDEPENDENT CONTRACTOR

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

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

20. INSURANCE

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

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

- A. Contractual liability coverage is applicable.
- **B.** The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: <u>Kansas City Area Transportation</u> <u>Authority, its commissioners, officers and employees are named as additional insureds as respects general liability</u> <u>and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall</u> <u>apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate</u> <u>holder, and shall include a waiver of subrogation.</u>

Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

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

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

C. Worker's Compensation and Employers Liability:

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

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

D. Commercial General Liability

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy (ies) shall include coverage for the Contractor's and subcontractors' products and completed operations. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insure(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

E. Auto Liability:

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

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

F. Professional Liability Insurance:

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

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

G. Third Party Fidelity Insurance:

Contractor shall procure and maintain at all times during the term of this agreement Commercial Crime coverage that includes coverage for employee dishonesty and third party liability or fidelity coverage with the following limits.

Employee Dishonesty:	\$500,000 per loss
Third Party Liability/Fidelity:	\$500,000 per loss

The Contractor shall provide a copy of the policy or a copy of the endorsement (s) that provide proof of insurance coverage, in addition to providing a Certificate of Insurance.

21. LIABILITY AND INDEMNIFICATION

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

In claims against any person or entity indemnified under this Section, by an employee of Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

If any action at law or suit in equity is instituted by any third party against KCATA, or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services, under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from

liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

22. LICENSING, LAWS AND REGULATIONS

The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.

The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

23. LOBBYING RESTRICTIONS

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

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

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

24. NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Anita Cobbins, Marketing Manager.

Issues regarding the Contract, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or by mailing the same postage prepaid, addressed to the following:

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

25. PROHIBITED INTERESTS

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

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

26. 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 in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

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

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

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

27. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Contract and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to the KCATA all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed.

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

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

28. REQUESTS FOR PAYMENT

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

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section which shows current payment and cumulative. KCATA may perform random audits and contact minority subcontractors to confirm the reported

participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of this Contract.

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

All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

29. RIGHT TO OFFSET

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

30. SEVERABILITY

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

31. SUBCONTRACTORS

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed on an Appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA in its sole discretion. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Contract, or draw down on any letter of credit provided in lieu of retainage under this Contract. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

32. SUSPENSION OF WORK

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

33. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

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

34. TERMINATION

- **A. Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract. If the Contractor has any property in its possession or under its control belonging to the KCATA, the Contractor will account for same, and dispose of it in the manner the KCATA directs.
- **B.** Funding Contingency. If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate this Contract in accordance with other provisions of this Contract.

C. Termination for Default [Breach or Cause]. If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue the project, or treat the termination as a termination for convenience.

D. Opportunity to Cure. KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

35. GENERAL PROVISIONS

- **A.** No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- **B.** Extensions of Time. No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- **C. Binding Effect**. This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- **D.** Counterparts. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- **E.** Interpretation; Update of Citations. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- F. When Effective. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become

effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- **G.** Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- **H. Time Periods**. A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- I. Survival. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- J. Authority of Signatories. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials

KCATA's Initials

ATTACHMENT B PROPOSAL CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP). Write "yes" on the blank space if you have included those items for submittal of your proposal.

 Contractor's Relative Experience/Reference Form (Attachment C)
 Proposal Response Form (Attachment D)
 Vendor Registration Form (Attachment E)
 Work Force Analysis Report Form (Attachment F-2; Unless Already on File with KCATA)
 Affidavit of Primary Participants Regarding Employee Eligibility Verification Form (Attachment G)
 Certification of Debarment Form (Attachment H)
 Certification of Lobbying Form (Attachment I)
 Vendor List (Attachment J; If Applicable)
 Receipt of Addenda Form (if issued)
 Audited Financial Statements for Past Two Years

ATTACHMENT C REFERENCES FORM

Work accomplished by Contractor 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

Proposa	Number: 10-7001-34		Date of Issuan	ice: Apr	ril 26, 2010	_
For <u>: Ma</u>	rketing Support Services, Bu	15 Pass Outlet	Service and On-Cal	l Bus Schedu	ale Rack Services. Service	_
KCATA	Representative and Tile:	Angela Wis	e, Buyer II			_
Telepho	ne #: <u>816-346-0283</u>	Fax #	816-346-0345	Email:	awise@kcata.org	_
		****	*****	*******	*****	
The und	ersigned, acting as an author	rized agent or	officer for the Propo	oser, do hereł	by agree to the following:	
1.		vitation for P	-	-	ed for submission in accord ddenda. The proposer shal	

- 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 Request for Proposals/Bid and for the items listed.

- This award consummates the contract, which consists of (a) the Request for Proposal/Bid solicitation and your Proposal/Bid Response Form - offer, and (b) this contract award. No further contractual document is necessary.
- A Contract will be issued which consists of (a) the Request for Proposal/Bid solicitation and your Proposal/Bid Response Form - offer, and (b) the KCATA required terms and conditions as set forth in the Request for Proposal/Bid documents.

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

Authorized Signature for KCATA_____

Title Date

ATTACHMENT D-2 PROPOSAL RESPONSE FORM KANSAS CITY AREA TRANSPORTATION AUTHORITY PROPOSAL #10-7001-34 MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

	DESCRIPTION				
	ERY OF METRO MON per pass outlet. Stops and le		ppendix A attached).		
A. <u>PICKUP</u>					
1. Year 1 \$	per stop x	140 x 12 months =			
2. Year 2 \$	per stop x	150 x 12 months =			
3. Year 3 \$	per stop x	160 x 12 months =			
4. Year 4 \$	per stop x	165 x 12 months =			
B. <u>DROP_OFF</u>					
1. Year 1 \$	per stop x	140 x 12 months =			
2. Year 2 \$	per stop x	150 x 12 months =			
3. Year 3 \$	per stop x	160 x 12 months =			
4. Year 4 \$	per stop x	165 x 12 months =			
BUYER'S NAME: Angela Wise TELEPHONE NUMBER: (816) 346-0283 E-MAIL: awise@kcata.org					
We hereby agree to furni	ish the items on which price	ces are listed above and i	d in accordance with the terms and conditions listed		
in the bid document and	the attached specifications	s (if any).			
COMPANY NAME (Typ	pe or Print)	D	DATE		
ADDRESS/CITY/STAT	E/ZIP				
AUTHORIZED SIGNAT	ГURE]	TITLE		
NAME (Type or Print)		TELEPHO	HONE ()		
NOTE: The Bid Respon responsive.	nse Form must be signed	by an authorized agent	nt or officer or bid may be considered non-		

ATTACHMENT D-3 PROPOSAL RESPONSE FORM KANSAS CITY AREA TRANSPORTATION AUTHORITY PROPOSAL #10-7001-34 MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

		DESCRIPTION
	DULE RACK SERVICE	uched).
	CHEDULE RACK SERVICE	-RELIEVING MARKETING DEPARTMENT STAFF
(KCAI	A vehicle used for this service,	
1.	Year 1 \$	per hour x 200 hours =
2.	Year 2 \$	_per hour x 200 hours =
3.	Year 3 \$	per hour x 200 hours =
4.	Year 4 \$	_per hour x 200 hours =
	CHEDULE RACK SERVICE e Provider vehicle used for this s	E- SUPPORTING MARKETING DEPARMENT STAFF ervice)
1.	Year 1 \$	per hour x 100 hours =
	- · · · · · · · ·	
2.	Year 2 \$	_per hour x 100 hours =
3.	Year 3 \$	per hour x 100 hours =
4.	Year 4 \$	_per hour x 100 hours =
BUYER	R'S NAME: Angela Wise TELE	PHONE NUMBER: (816) 346-0283 E-MAIL: awise@kcata.org
We here		on which prices are listed above and in accordance with the terms and conditions listed
COMP	ANY NAME (Type or Print)	DATE
ADDRI	ESS/CITY/STATE/ZIP	
		TITLE
		TELEPHONE ()
NOTE: respons	sive.	st be signed by an authorized agent or officer or bid may be considered non-



ATTACHMENT E Vendor Registration Application

□ REVISION □ INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

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

Legal Entity Name:				Phone:			
Doing Business As:				Toll-free Phone:			
Physical Address:				Fax:			
City:				Email:			
State:		Zip:		Website:			
Contact Person Name				Title:			
Contact Phone:							
Mailing Address:							
City:							
State:		Zip:		Comments:			
	Individual		D Partner	rship		Corporation	
Business Type:	Limited Liability Company		Other (Explain)				
If Incorporated, in Which State:			Federal Ta	x ID No:			
Years in Business:			Years in Bu Name:	usiness Under Curre	ent		
Annual Gross	Less than \$250,0	000	□ \$250,0	□ \$250,000 to\$ 500,000		□ \$500,000 to 1 Million	
Receipts:	S1 Million to 5 M	lillion	🗌 \$5 Milli	☐ \$5 Million to 10 Million		☐ More than 10 Million	
Standard Invoice Terms:	Due Days		Dis	count Days		Percent	
Identify the goods or	services you are inte	rested in	providing to	КСАТА:			
NAICS CODE(S):			sic	CODE(S):			
NAICS CODE(S):			sic	CODE(S):			

la	dentify number	of personnel em	ployed by t	he con	npany in the foll	owing ca	tegories:		
Administrative	Sales	Management	Construc	ction	Manufacturing	Cons	sulting	Other (Specify)	
1. Does your firm have a written Affirmative Action Plan? If YES, submit a							1		
copy.				II ILJ		☐ YES	□ NO	ENCLOSED	
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan. Image: State of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Image: State of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Image: State of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Image: State of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Image: State of Compliance that has been issued by a governmental agency?									
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range. If YES NO ENCLOSE									
	a Disadvantage the following de	ed Business Enter efinition?	prise (DBE	E) with	in the	☐ YES	□ NO		
For quest WORKER ELIGIE excess of \$5,000 authorization prog program; and (2)	 are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26 For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at <u>dbradshaw@kcata.org</u>. WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States. 								
CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.									
	Signature					Date			
	Printed Nam	ie				Title			
Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org									

KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIRMATIVE ACTION CERTIFICATION PROCESS

Dear Prospective Vendor:

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

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

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

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

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

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

Dear Ms. Bradshaw:

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

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

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative) (Title)

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

ATTACHMENT F-1 GUIDELINES FOR WORKFORCE ANALYSIS

DEFINITIONS:

RACIAL/ETHNIC

- 1. <u>WHITE</u> (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. <u>**HISPANIC**</u>: 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. <u>AMERICAN INDIAN or ALASKAN NATIVE</u>: 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. **<u>TECHNICIANS</u>**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
- 4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
- 5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
- 6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
- 7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
- 8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
- 9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

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

		Number of Employees (Report employees in only one category)													
		Race/Ethnicity													
Hispanic or						No	t Hispanic	or Lating)						
		Latino			1	Male					Fen	nale			
Job Categories	Male	Female	White	Black or African Ameri- can	Native Hawaii an or Other Pacific Island- er	Asian	Americ an Indian or Alaska Native	Two or more races	White	Black or African Ameri- can	Native Hawaii an or Other Pacific Island- er	Asian	Americ an Indian or Alaska Native	Two or more races	Total Col A-N
	Α	В	С	D	Е	F	G	н	I	J	К	L	М	N	0
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials	;														
and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	Manut	acturing	U Who	lesale	Cons	struction	🗌 Regu	ılar Dealer	🗌 Sell	ing Agent		Service Est	tablishmer	nt 🗆	Other

Signature of Certifying Official

Company Name

Printed Name and Title

Date Submitted

Address/City/State/Zip Code

Telephone Number/Fax Number

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

STATE OF _____

COUNTY OF _____

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

or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

Affiant's signature

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

Notary Public

My Commission expires:

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

ATTACHMENT H CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

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

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

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

Executed this _____day of ______20____

By____

Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 <u>ET SEQ</u>. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT J CONTRACTOR LIST

PROPOSAL #10-7001-34 FOR MARKETING SUPPORT SERVICES A-BUS PASS OUTLET SERVICE B-ON-CALL BUS SCHEDULE RACK SERVICE

1ST Choice Courier 1412 Gentry North Kansas City, MO 64116 (816) 421-2975 Attn: Paul Mcgrath Bill Pruitt pmcgrath@1stchoicecourier.com

A B Express, Inc. 2011 Television Place Kansas City, MO 64126 (816) 461-4040 Attn: Rick Leitzke rickleitzke@abexpress.com Quicksilver 1126 Adams Kansas City, KS 66103 (913) 321-5959 sales@kansascity.qec.com

Action Delivery 3612 Gardner Kansas City, MO 64120 (816) 241-3300 Attn: Troy Fergerson tfergerson@actiondeliverykc.com

Boyd Total Delivery Systems 2803 West 47th St. Westwood, KS 66205 (913) 677-6700 Attn: Charlie Anderson candersonkc@gmail.com

APPENDIX A PROPOSAL #10-7001-34 BUS PASS OUTLET SERVICE

r	BUS PASS OUT	
	PICKUP AND DELIVERY LOCA	
	1st Day Pickup an	nd Delivery
1	Clinical Associates	8629 Bluejacket Lenexa
2	RESCARE	5031 Matney Ave, KCK
3	Host Marriott (Starbucks)	Terminal B, Gate 40
4	Wal-Mart	8551 N Boardwalk Ave
5	Hy-Vee	1332 W Kansas St
6	Price Chopper	896 South M291 Hwy
7	Price Chopper (NW 7 Hwy	1305 N 7 Highway
8	Price Chopper (South 7 Hwy)	1100 S 7 Highway
9	Independence City Hall	111 E Maple, Cashiers Window
10	Thriftway Supermarket	5402 E Truman Rd
11	Glennon Place	128 N Hardesty
13	KC Check Cashiers	2532 Independence Ave
14	UMB Commerical National Bank	601 Minnesota
15	Project Eagle/Gateway 2 rm 900	402 State, 2nd Floor
16	Division of Rehab Services	400 State Ave
17	American Indian Council	310 Armour Rd, NKC 64116
18	North Kansas City/City Hall	2010 Howell
19	Englewood Hy-Vee	207 NE Englewood Rd
20	Gladstone City Hall	7010 N Holmes
20	Ameristar Casino	3200 N Ameristar Dr
21	Harrah's Casino	One Riverboat Drive
22	Isle of Capri Casino	1800 E Front St
23	Full Employment Council	1740 Paseo
24	KCATA	
23		1350 E 17th, 2nd floor
1	2nd Day Pickup a	· · · · · · · · · · · · · · · · · · ·
1	Multiprens	20 Ohio St, KCK 66118
2	CASU (Federal Bldg.)	601 E 12th, Suite 1709
3	Health & Human Services	601 E 12th St
4	KC Area Credit Union	601 E 12th, G32
5	Jackson County Court House	415 E 12th, Collection Dept
6	KCMO City Hall	414 E 12th, 1st Floor
7	Federal Avaition Administration	901 Locust, Room 403
8	Kansas City Public Library	913 Baltimore
9	American Multi Cinema	920 Main, 14th Floor
10	United Missouri bank	926 Grand Ave., 2nd Floor
11	Block 93/111 Copaken, White	1111 Main
12	Town Pavillion	1111 Main
13	Stinson Morrison Hecker	1201 Walnut, 25th Floor
14	Commerce Bank	922 Walnut, 15th Fl
15	Hilton President	1329 Baltimore
16	BNIM Architects	106 W 14th St, Suite 200
17	Crown Plaza	1301 Wyandotte, Lower Level
18	DST Systems	333 W 11th, 3rd Floor
19	AMERICO	301 W 11th, 1st floor
20	Marriott-Kansas City	200 W 12th St
21	Shughart, Thomson & Kilroy	120 W 12th, 16th Floor
22	KC Southern Industires	427 W 12th, 5th Floor NW corner
23	H & R Block	1 H&R Block Way
24	Faultless Linen	330 W 19th Terr
25	Kansas City Star	1729 Grand Ave
26	KC Check Cashiers	1813 Grand Ave
15/10 10	00.434	

221 Assurant Employee Benefits 2323 Grand Ave, Main Floor 28 Lathrop & Gage 2345 Grand, 22th Floor 29 Shook, Hardy & Bacon 2555 Grand 30 Federal Reserve Bank 1 Memoral Drive 31 Nelson Akins Muscum 4525 Oak 32 Arrow Fabricare 3838 Troost 33 Betihehem Home Health Center 2726 Forest 34 Andrews McMeel Universal 1130 Walnut 35 KCATA 1330 Betihehem Home Health Center 36 KCATA 130 Walnut 37 RU Medical Center Credit Union 3901 Rainbow Blvd, Delp 1037 2 KU Medical Center Credit Union 3901 Rainbow Blvd, Delp 1044 4 Bishop Spencer Place 4301 Madison 5 St. Luke's Hospital/Human Resources 4200 Pennsylvania, Suite 220 6 Plaza Manor 4330 Washington 7 Hampton Inn 4600 Summit 8 Pioneer Service 4700 Belleview, Suite 300 9 Sheraton Suites Hotel 770 W 47th 10 Intercontinental Hotel 401 Ward Parkway 11	28Lathrop & Gage2229Shook, Hardy & Bacon2230Federal Reserve Bank131Nelson Atkins Museum4432Arrow Fabricare3833Bethlehem Home Health Center2734Andrews McMeel Universal135KCATA1136Stockard1437Day Pickup and I1KU Medical Center Credit Union392KU Medical Center, Human Resources393KU Medical Center04Bishop Spencer Place445St. Luke's Hospital/Human Resources446Plaza Manor447Hampton Inn408Pioneer Service449Sheraton Suites Hotel7710Intercontinental Hotel4411American Centrury Services44137-Eleven314Plaza Applemarket1115Gates BBQ4416Senior Estates2217Blue Parkway Sunfresh4418Research Medical Center2220Caregivers, Inc1121Angel's Health Care1122Bare Essentials11	345 Grand, 22th Floor 555 Grand Memoral Drive 525 Oak 838 Troost 726 Forest 130 Walnut
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		401 Gillham Rd
39 Union Station Kansas City 30 W Pershing		
57 Chion Station Ransus City 50 W Forshing	39 Union Station Kansas City 30	0 W Pershing
40 Westin Crown Center 1 Pershing Rd		
41 Crown Center Customer Service 2450 Grand, Suite 230		
42 Hallmarks Cards 25th & McGee/across from Kaleidescop	42 Hallmarks Cards 2:	5th & McGee/across from Kaleidescop
43 7-Eleven 3150 Gillham	43 7-Eleven 3	150 Gillham
44 Catholic Charities 301 E Armour Blvd, Suite 650		
45 Redemptorist Center 207 W Linwood		07 W Linwood
46 Harvesters 3801 Topping		
47 KCATA 1350 E 17th, 2nd Floor	47 KCATA 13	801 Topping

APPENDIX B PROPOSAL #10-7001-34 ON-CALL BUS SCHEUDLE RACK SERVICE

NORTH KANSAS CITY - 4TH FRIDAY OF EACH MONTH	3RD FRIDAY OF EACH MONTH
Gladstone City Hall 7010 North Holmes	Hilltop Townhouse Apts. 5852 E. 20th
First Bank of Gladstone 7001 North Oak Trfwy & 5929 Antioch	Econo Clean 5300 East 24th - Front Entrance
Liberty City Hall Liberty, Missouri	The Dental School 650 East 25th Street (lobby)
North Kansas City - City Hall 2010 Howell	Comfort Inn & Suites Admiral & Charlotte
Northland Village 2625 N.E. 42nd Street	Salvation Army 5100 East 24th Street
Mid Continent Library 8700 N. Oak Trafficway	Boys & Girls Clubs of KC 5101 E. 24 th (South side of street)
· · · · · · · · · · · · · · · · · · ·	Goodwill Industries 1819 Campbell, 3rd Floor Job Center
Vocational Rehabilitation 310 N.W. Englewood Rd., North Side	KC Adult Basic Education 2121 Charlotte
Mid-Continent Library 8656 N Ambassador	
North KC Library 2251 Howell	Family Justice Center 26 th & Holmes (north side in lobby)
Metro North Mall Office 169 & Barry Road	Walrond Nursing Home, 2315 Walrond (23 rd & Walrond
Mid-Continent Library 6060 N. Chestnut	Manual Career Technical Ctr, 1215 E Trumand Rd
Northland Human Services 3100 N.E. 83 rd , Lobby	Cathedral Square Towers, 444 W 12 th St
NKC Hospital 210 Highway & Walker East Side-Main Lobby	KANSAS CITY, KANSAS 1ST FRIDAY OF EACH MONTH
North Village Apt 4763 N Highland Ave	UMB Commercial National Bank 610 Minnesota - Front Door
Colorado Technical University 520 E 19 th Ave Student Lounge	Wyandotte County Health Dept. 619 Ann
Walmart, I-29 & Barry Rd	KCK Chamber of Commerce 727 Minnesota
Hy-Vee North Oak & Englewood Rd	Donnelly College 608 N. 18th
Hy-Vee in Liberty 1332 W 152 Hwy	Gateway Center Tower #1 4th & State Ave.
Price Chopper in Liberty 896 S 291 Hwy	Kansas City, Ks., Office Building 701 N. 7th St. (7th & Ann)
Library in Liberty 1000 S Kent	Kansas City, Ks., Public Library 625 Minnesota
Liberty Chamber of Commerce, 9 S Leonard	Security National Bank One Security Plaza - Lobby
Northland Neighborhood Inc, 3015 Vivion Rd	U.S. Probation Office 5th & Nebraska, midfloor, Lunch Room
Maple Woods College Administration Building	Kansas State Parole Office 155 S 18 th , Room 213
7-11, 4251 Antioch Rd (Antioch & I-35)	KCK Public Library (Argentine) 2800 Metropolitan
Argosy Casino, 777 NW Argosy Pkwy, Riverside	Salvation Army 701 Washington
SOUTH ROUTES - 1ST & 3RD MONDAY OF EACH MONTH	Security Bank, 1000 Minnesota Ave
Mid Continent Library 11140 Locust	Wyandotte County Correctional, 812 N 7th , Bldg, 3rd Floor
DeVry Institute 11224 Holmes	Wilhelming Gill Multi-Service Ctr, 645 nebraska
St. Joseph Health Center 1000 Carondelet Dr.	Providence Medical Center,90 th & Parallel
Mid Continent Library 9253 Blue Ridge Blvd.	KCK Community College-Jewell Door, State Ave & Campus Blvd
BP Quick Stop 6701 Blue Ridge	Library, 1737 82 nd Street
Kindred Hospital 87th & Troost	Wyandott Center, 7840 Washington
Public Library 201 E. 75th	Labor Ready, 3704 State Ave
Southeast Parkway Library 63rd & Swope Parkway	DOWNTOWN - EVERY THURSDAY OF THE MONTH
Renaissance West 5840 Swope Parkway	Full Employment Council 1720 C. Paseo
Swope Ridge 5900 Swope Parkway	Metropolitan Lutheran Ministry 11th Cherry - Homeless
Job Service 6801A Longview Rd.	Kansas City Courthouse 1101 Locust (lobby)
Douglass National Bank 1670 E 63 rd Street	City Hall 12th & Oak - 1st Fl. (near south doors)
Social Security Office 6320 Euclid	Federal Building 601 E. 12th - 1st Fl on 13th St side
KC Dental Care 912 E. 63 rd St.	Jackson County Courthouse 12th & Oak - Lobby/Info Room
1734 E. 63 rd Street (lobby) Building 1	Pioneer Campus of Penn Valley 2700 East 18th St.
Blind 75 th Prospect	Clymer Neighborhood Center 1301 Vine
Swope Parkway Health Center 3950 E 51 st Street	Kansas City Star 1729 Grand (By Payroll)
Pemberton Heights 3710 E. 51st St.	Jewish Vocational Services 1608 Baltimore (Lobby)
High Tech Inst. 9001 State Line Road 3 rd Floor	1620 Baltimore
Research Hospital Myer & Prospect West Side Outpatient	Missouri State Probation 18 th & Prospect,
Liberty Bank, 1670 E 63 rd St	Family Center 299 Paseo
Concorde Career Inst. 3239 Broadway	Urban League 1710 Paseo
Concorde Catter IIIst. 5257 Dioauway	Division of Family Services 615 E. 13th (1 st floor)
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	Vocational Rehab. Rm G3

INDEPENDENCE - 2ND FRIDAY OF EACH MONTH	MIDTOWN - 2ND & 4TH MONDAY OF EACH MONTH
Independence Police Department 221 N. Memorial Dr	Durham Transportation 3601 Manchester - Driver's Room
City Hall of Independence 111 Maple - Independence, Mo	Samuel Rodgers (South) 2701 E. 31st (31st & Montgall)
Community Service League 300 W. Maple (Maple & Osage)	Lucille Bluford Library 31st & Prospect
Truman Home 213 N. Main (Main & Truman Rd.)	Robert J Mohart Multi-purpose Focus Ctr 3200 Wayne
Jackson County Courthouse Kansas & Osage - Info Desk	Good Samaritan Project 3030 Walnut
Housing Authority/Pleasant Hills Bldg 210 Pleasant	Redemptorist Social Services Center 207 W Linwood
Jackson County Health Dept. – Lobby 313 S. Liberty	St. Regis 1400 E Linwood
Independence Center I-70 & Hwy 291, Upper Level, Info. Ctr.	Rehabilitation Institute 3011 Baltimore, Grd. Floor,
Northeast Library 6000 Wilson Rd.	d'Bronx Restaurant 3904 Bell
United Missouri City Bank 6400 Independence Ave Lobby	K C Art Institute 4415 Warwick Blvd.
Kensington Heights 1600 Jackson - Front Desk	Veteran Hospital Linwood & Elmwood
Public Library (Indep. Branch) 11401 E. 23rd St.	Rockhill Manor 4235 Locust
Family Services (Indep.) 201 Partridge (Partridge & Noland)	Housing Authority (1 st floor east door) 301 E. Armour
Library (behind RSO) 13700 S Lynn Court	Westport Library 118 Westport & Broadway
Mid-Continent Library 24 Hwy & Spring	ReDiscover 18 th Holmes
Independence Chamber of Commerce Truman Rd. & Liberty	Transitional Living Consortium 4014 Troost (go to front door).
Center Point Hospital 39 th & Jackson	Alternative Resource Center, 3100 main, Suite 301
Blue River Community College 20301 E 78 Highway	Catholic Charities, 3100 Main, Suite 10
	MIDTOWN/PLAZA - 3RD WEDNESDAY OF EACH
Missouri Career Center 15301 E 23 rd	MONTH
American Inn 4141 S Noland Rd	Kansas City Health Department 2400 Troost
Southview Manor 2600 Hub, Building A	Rockhurst College, Room 7 5225 Troost, Massman Hall
MIDTOWN/PLAZA - 2ND & 4TH WEDNESDAY OF EACH	UMKC 4825 Troost
MONTH Crown Center Shops East Doors, Information Booth	Bruce R Watkins Cultual Center 3700 Blue Parkway
Hyatt Regency Hotel Persing & Grand - Personnel Dept.	Swope Parkway Health Center 3700 Blue Parkway 1 st Fl
Children's Mercy Hospital 24th & Locust - Main Lobby	Excelsior Springs Job Corps 2402 Swope Parkway
Western Missouri Mental Health 1000 E 24 th St (24 th Campbell)	Plaza Library 4801 Main
Truman Medical Center (3 locations) 23rd & Holmes	KU Medical Center (2 locations) 39th & Rainbow, Info Desk
Truman Medical Center (3 locations) 25/d & Holmes	KU Medical Center (2 locations) 39th & Olathe blvd, Union
Truman Medical Center 23rd & Holmes - Main Lobby North Side	De La Salle 3740 Forest (Library)
Community House 3000 Campbell	Sun Fresh, 4209 E 50 th Terr
Network Rehabilitation 3121 Gillham Rd. (linwood & gillham rd.)	DOWNTOWN - EVERY TUESDAY
Retwork Rendomitation 5121 Omnam Rd. (miwood & gimam rd.)	
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area	Marriott Allis Plaza12th & Wyandotte Front Lobby
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte	Marriott Allis Plaza12th & Wyandotte Front Lobby Jackson County Drug Court 505 E 13 th St, 5 th Floor
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway	Marriott Allis Plaza12th & Wyandotte Front Lobby Jackson County Drug Court 505 E 13 th St, 5 th Floor CVS 921 Main
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway	Marriott Allis Plaza12th & Wyandotte Front Lobby Jackson County Drug Court 505 E 13 th St, 5 th Floor CVS 921 Main United Missouri Bank 928 Grand
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway Union Station - East Side	Marriott Allis Plaza12th & Wyandotte Front Lobby Jackson County Drug Court 505 E 13 th St, 5 th Floor CVS 921 Main United Missouri Bank 928 Grand Restart 918 E 9th
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway	Marriott Allis Plaza12th & Wyandotte Front Lobby Jackson County Drug Court 505 E 13 th St, 5 th Floor CVS 921 Main United Missouri Bank 928 Grand
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Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway Union Station - East Side Concorde Career Inst, 3239 Broadway	Marriott Allis Plaza12th & Wyandotte Front LobbyJackson County Drug Court 505 E 13th St, 5th FloorCVS 921 MainUnited Missouri Bank 928 GrandRestart 918 E 9thUnited States DOT Regional Headquarters 901 LocustKansas City Public Library 14 W 10th Street
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway Union Station - East Side Concorde Career Inst, 3239 Broadway	Marriott Allis Plaza12th & Wyandotte Front LobbyJackson County Drug Court 505 E 13th St, 5th FloorCVS 921 MainUnited Missouri Bank 928 GrandRestart 918 E 9thUnited States DOT Regional Headquarters 901 LocustKansas City Public Library 14 W 10th StreetTown Pavilion Info Desk Ground Floor
Metropolitan Lutheran Ministry 3031 Holmes, Waiting Area Labor Ready 39 th & Wyandotte Penn Valley Community Coll. 31st & Southwest Trafficway Westside Library 2017 W. Penway Union Station - East Side Concorde Career Inst, 3239 Broadway	Marriott Allis Plaza12th & Wyandotte Front LobbyJackson County Drug Court 505 E 13th St, 5th FloorCVS 921 MainUnited Missouri Bank 928 GrandRestart 918 E 9thUnited States DOT Regional Headquarters 901 LocustKansas City Public Library 14 W 10th StreetTown Pavilion Info Desk Ground FloorMetro Center 39th Troost