REQUEST FOR PROPOSALS (RFP) #G26-7034-24A

COMPREHENSIVE MARKETING AND COMMUNICATIONS SERVICES
FOR KANSAS CITY AREA TRANSPORTATION AUTHORITY

Date: November 16, 2026

Contact: Kristen Emmendorfer, Director and
Parmeet "PJ" Binner, Buyer

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November 16, 2026

Request for Proposals (RFP) #G26-7034-24A

Comprehensive Marketing and Communications for KCATA

The Kansas City Area Transportation Authority seeks qualified, interested Proposers to provide comprehensive marketing and communications that will strengthen public awareness, support ridership growth and ensure consistent and professional engagement with the community. This contracted outsourcing arises as a result of workforce attrition.

The firm selected will provide personnel, expertise and operational capacity necessary to manage KCATA's day-to-day Marketing and Communications function to perform internal and external responsibilities.

Currently, there are no marketing department employees. The marketing and communications functions are performed by a contract employee and several marketing firms. It is the intention of KCATA to hire a senior level marketing staff person to direct the department operation; until such time, this contractor will report to the Chief Operating Officer. The contractor will be expected to operate as an integrated part of KCATA during normal business hours, while providing an appropriate combination of on-site and remote personnel and resources necessary to perform the work.

Project Diversity Goal.

Due to the current ruling out of Washington, DC, this solicitation does not have a Disadvantaged Business Enterprise (DBE) goal established. DBE firms are invited to submit proposals as prime contractors, subcontractors, suppliers, or as part of a joint ventures. See Section 3.11 for additional information.

There is a 0% Disadvantaged Business Enterprise (DBE) goal established for this project. DBE firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors. See Section 3.11 for more information on KCATA's policy regarding KCATA's Diversity Programs.

Pre-Proposal Conference. A non-mandatory pre-proposal conference is scheduled for 10:30 a.m. Central Standard Time, November 20, 2026 via Microsoft teams. The link is included in the Proposal Calendar (Section 1).

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email only to Parmeet Binner at pbinner@kcata.org with the RFP number in the Subject line. Questions and requests for clarifications will be received until **11:59 p.m. Central Standard Time on November 25, 2026.** If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central Standard Time on** December 16, 2026. **See Section 3.2 for submittal instructions.**

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

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

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

Evaluation/Award. Following an initial review and screening of all timely and responsive proposals, highly qualified Proposers may be invited to interviews as necessary at their own expense. Those selected Proposers will be informed as to exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

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

Kristen Emmendorfer
Director of Procurement

TABLE OF CONTENTS

Page

SECTION 1. PROPOSAL CALENDAR **6**

SECTION 2. SCOPE OF SERVICES **7**
2.1 Introduction 7
2.2 Scope of Services 7

SECTION 3. PROPOSAL INSTRUCTIONS **13**
3.1 General Information 13
3.2 Proposal Submissions 13
3.3 Reservations 13
3.4 Proposer's Responsibilities 14
3.5 Authorization to Propose 14
3.6 Withdrawal & Incomplete Proposals 14
3.7 Modification of Proposals 14
3.8 Unbalanced Proposal 14
3.9 Protests 14
3.10 Disclosure of Proprietary Information 15
3.11 Diverse Business Enterprise Requirements 16

SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD **17**
4.1 Introduction 17
4.2 Proposal Format 17
4.3 Volume 1 – Cost Proposal 17
4.4 Volume 2 -- Technical Proposal 18
4.5 Volume 3 – Contractual Proposal 20
4.6 Proposal Evaluation Criteria 21
4.7 Presentations/Interviews/Written Responses 22
4.8 Contractor Selection 22
4.9 Contract Award 22

ATTACHMENTS
Attachment A Proposal Submittal Checklist 23
Attachment B Sample Agreement/Terms and Conditions 24
Attachment C Price Proposal 45
Attachment D Affidavit of Civil Rights Compliance 47
Attachment E-1 Guidelines for Workforce Analysis/EEO-1 Report 50
Attachment E-2 KCATA Workforce Analysis/EEO-1 Report 51
Attachment F Non-Collusion Affidavit 52
Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification 53
Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification 54

NO PROPOSAL REPLY FORM

Request for Proposals (RFP) #G26-7034-24A

Comprehensive Marketing and Communication Services

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Parmeet Binner, Buyer, via email at pbinner@kcata.org. Include the Project Name in the subject line. This form may also be mailed to Procurement Department, 1350 East 17th Street, Kansas City, MO, 64108.

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 and Issued ..... November 16, 2026

Pre-Proposal Conference ..... November 20, 2026
VIA MICROSOFT TEAMS at 10:30 a.m. Central Standard Time
https://teams.microsoft.com/meet/2812465569527790?p=cMpALElXhZ7ZQeVxdk

Questions, Comments and Requests for Clarifications Due to KCATA ..... November 25, 2026
2:00 p.m. Central Standard Time

KCATA's Response to Questions, Comments and Requests for Clarification ..... December 4, 2026

RFP Closing and Due Date to KCATA ..... December 16, 2026
2:00 p.m. Central Standard Time

KCATA Reviews for Responsiveness and Begins Evaluation Process ..... December 17-23, 2026

Firms Contacted if Interviews Required ..... December 24, 2026

Contract Award/Notice to Proceed (Anticipated) ..... February 2027

SECTION 2
SCOPE OF SERVICES

Outsourced Marketing & Communications Department Services

The Kansas City Area Transportation Authority (KCATA) is seeking a qualified firm to provide comprehensive outsourced Marketing and Communications services. The firm selected will provide personnel, expertise and operational capacity necessary to manage KCATA's day-to-day Marketing and Communications function.

Currently, there are no marketing department employees. The marketing and communications functions are performed by a contract employee and several marketing firms. It is the intention of KCATA to hire a senior level marketing staff person to direct the department operation; until such time, this contractor will report to the Chief Operating Officer.

The contractor will be expected to operate as an integrated part of KCATA during normal business hours, while providing an appropriate combination of on-site and remote personnel and resources necessary to perform the work.

General Responsibilities

The selected contractor will manage day-to-day operation and coordination of KCATA's Marketing and Communications function. This includes managing routine activities, planned initiatives, recurring responsibilities, time-sensitive requests, departmental requests, and communications needs arising throughout the agency. The contractor should maintain an effective operating structure that allows the work to be prioritized, coordinated, tracked and completed in an efficient manner.

KCATA Marketing and Communications does not currently use project management software. Proposers should specify which, if any, project management software is utilized.

Contractor responsibilities will include:

- Coordinating requests from throughout the agency.
- Establishing priorities based upon agency needs, deadlines, operational impact.
- Balancing planned work with time-sensitive and unplanned requests.
- Coordinating deadlines and required inputs with agency stakeholders.
- Proactively identifying upcoming communications needs, identifying recurring work. KCATA recognizes that urgent or time-sensitive needs may require reprioritization of previously planned work. The contractor shall manage these competing priorities and communicate material impacts to affected stakeholders.

Integrated Marketing and Communications Calendar

The contractor shall maintain a Marketing and Communications calendar including:

- Agency initiatives and announcements
- Board communications
- Planned service changes
- Marketing campaigns
- Website content
- Social media
- Email communications
- Advertising
- Internal communications
- Events and outreach support
- Collateral and production deadlines
- Recurring communications

- Departmental initiatives
- Vendor deliverables

Website and Digital Communications

KCATA contracts with an outside firm for its website communications. The RideKC.org website was redesigned in June and is still implementing improvements. The selected firm shall coordinate with the current contractor to ensure:

- Website content is accurate, current, and organized to effectively communicate agency services and initiatives.
- Publishing and updating pages, news, announcements, blogs, campaign content, and other communications occurs in a timely manner.
- Coordination of website content with multiple KCATA departments.
- Communications support service changes and route information.

Social Media

The contractor shall assume responsibility for the day-to-day operation of KCATA's official social media channels with KCATA oversight. This will include a weekly content calendar for KCATA approval. Responsibilities will include:

- Content planning.
- Copywriting and routine content production.
- Scheduling and publishing. Coordinating social content with agency initiatives.
- Maintaining appropriate account administration and access.
- Monitoring channel activity.
- Escalating sensitive issues when appropriate.
- Coordinating with departments and external vendors.
- Measuring and reporting channel performance.

Rider Communications

The contractor shall coordinate ongoing communications with riders related to service changes, reroutes and other news relevant to public transportation, hiring events, special events, etc. which may include:

- Website and blog content.
- Social media.
- Email communications.
- Press materials.
- Rider-facing collateral.
- Internal coordination.
- Coordination with Planning, Operations, Customer Service and other relevant departments.
- Coordination with 3rd party vendors.

The contractor will work with relevant departments to obtain accurate operational information and translate that information into clear rider-facing communications.

Board Communications

The contractor is not expected to independently advise or interact with Board members except when specifically requested by KCATA leadership, such as when providing a presentation or briefing. The contractor shall coordinate recurring Marketing and Communications support for official KCATA Board communications. Responsibilities may include:

- Coordinating with department heads and agency leadership to collect information for the CEO's bi-weekly brief.
- Establishing and communicating submission deadlines.
- Compiling and organizing submitted information.

- Producing recurring Board briefing/notes documents.
- Preparing or coordinating Board-related presentations and communications materials.
- Publishing and distributing Board-related communications as directed by KCATA.
- Supporting preparation of meeting-related communications and materials.

Internal Communications

The contractor shall support the operation and improvement of KCATA's internal employee communications. Responsibilities shall include:

- Coordinating strategic agency-wide internal communications.
- Supporting executive and departmental communications to employees.
- Coordinating with Human Resources, IT, executive leadership, and department stakeholders as appropriate to manage or support agency-approved internal communications platforms.

Advertising and Paid Media

Advertising and paid media is handled by one of KCATA's 3rd party marketing partners that serves as KCATA's Agency of Record. The selected firm will collaborate with this firm.

Physical and Digital Collateral

The contractor shall manage KCATA's ongoing marketing and communications collateral. This may include:

- Brochures.
- Rider materials.
- Posters.
- Signage.
- Promotional items.
- Banners.
- Business cards.
- Other routine communications materials.

Responsibilities may include identifying needs, maintaining current materials, coordinating updates, managing appropriate approvals, coordinating design resources, working with production vendors, and managing reorders or inventory needs where applicable.

Routine Creative and Production Services

The contractor shall provide reasonable production capacity necessary to support the normal operation of a Marketing and Communications department. This may include routine:

- Copywriting.
- Editing.
- Social content.
- Website content.
- Email content.
- Basic graphic production.
- Presentations.
- Internal communications.
- Board materials.
- Photography and basic video capture.
- Minor modifications to existing marketing materials.

Photography, Video, and Media Asset Management

Personnel providing on-site services should have the ability to capture basic photography and video content. The contractor shall also support development and maintenance of an organized library of KCATA-owned photography, video, graphics, logos, templates, and other reusable communications assets. Professional photography, video production, or other specialized media production may be separately sourced when appropriate.

Brand Stewardship

The contractor will serve as a day-to-day steward of KCATA's established brand standards. Responsibilities include:

- Promoting consistency across agency communications.
- Identifying materials inconsistent with established brand standards.
- Working with departments to correct significant brand inconsistencies.
- Coordinating with KCATA's branding agency of record or other designated branding resources.
- Applying existing brand standards to routine marketing and communications work.

Third-Party Vendor Coordination

KCATA may maintain separate contracts with firms providing services such as:

- Branding.
- Graphic design.
- Advertising.
- Media buying.
- Public relations.
- Printing and production.
- Digital technology.
- Website/software services.
- Market Research.
- Other specialized Marketing and Communications services.

The COO/Senior marketing lead will lead the activities of vendors where their work intersects with the Marketing and Communications function. This will include coordinating assignments, deliverables and deadlines, integrating vendor activities into the overall workload, conducting recurring status coordination, identifying dependencies, and ensuring vendor work is appropriately integrated with agency communications.

The Marketing and Communications contractor is not responsible for the contractual performance of third parties or for services outside its own scope. Procurement, contracting, vendor selection, and authorization of expenditures remain KCATA responsibilities.

Departmental Reporting and Performance Measurement

The contractor shall provide KCATA leadership with regular reporting that may include:

- Work completed.
- Work in progress.
- Upcoming priorities.
- Planned versus unplanned workload.
- Significant dependencies or barriers.
- Resource/capacity concerns.
- Website performance.
- Social media performance.
- Email performance.

- Campaign or advertising performance.
- Significant communications activities.
- Recommendations requiring leadership attention.

Documentation and Institutional Knowledge

The contractor should document and maintain institutional knowledge necessary for continuity of the Marketing and Communications function. The objective is to ensure that essential knowledge remains available to KCATA regardless of personnel or contractor transitions.
Documentation should include, as appropriate:

- Recurring responsibilities.
- Key Agency contacts.
- Departmental stakeholders.
- Vendor relationships.
- Communications processes.
- Board communications procedures.
- Channel ownership.
- System information.
- Communications calendars.
- Account governance.
- Routine procedures.
- Relevant templates and standards.
- Documentation shall be maintained in an agency-approved location accessible to appropriate KCATA personnel.

Systems, Accounts and Administrative Continuity

The contractor shall manage the day-to-day administration of Marketing and Communications systems and channels within its responsibility. KCATA shall retain ownership and administrative control of agency accounts, platforms, data, content and work product. KCATA IT shall maintain appropriate administrative access to KCATA Marketing and Communications systems and accounts. Systems should not be established solely under individual contractor or employee credentials in a manner that would prevent KCATA from maintaining continuity following personnel changes or expiration/ termination of the contract. The contractor shall coordinate with KCATA IT regarding access, security, account administration, and transition procedures.

Business-Hours Availability and On-Site Presence

The contractor shall operate as an accessible Marketing and Communications department during KCATA's normal business hours. The contractor may provide this availability through an appropriate combination of:

- On-site presence.
- Microsoft Teams or other agency-approved collaboration systems.
- Email.
- Telephone.
- Other approved communications methods.

The contractor shall maintain sufficient availability to participate in agency activities, respond to changing priorities, coordinate with departments, and perform the responsibilities described in this scope.
The nature of this contract requires meaningful interaction with KCATA personnel throughout the organization, including informal and unscheduled interactions that may not occur through virtual meetings or email. Proposers should describe their proposed on-site staffing model and identify any assumptions affecting pricing.

Staffing and Capacity

The contractor should provide sufficient personnel and resources to operate the Marketing and Communications function described in this scope. KCATA does not prescribe a particular contractor staffing model or number of personnel unless otherwise stated in the final solicitation. The contractor shall be responsible for determining the appropriate combination of leadership, coordination, production, administrative, technical, creative, and other resources necessary to fulfill the scope. The contractor shall manage available capacity according to agency priorities and shall advise KCATA when sustained workload indicates that additional resources should be considered. KCATA shall determine whether additional staffing or capacity is authorized.

SECTION 3
PROPOSAL INSTRUCTIONS

3.1 General Information

A. The terms "solicitation" and "Request for Proposal" and "RFP" are used interchangeably, and the terms "offer", and "proposal" are used interchangeably. The terms "Proposer," "Contractor" and "Offer or" are also used interchangeably.

B. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Kristen Emmendorfer at kristene@kcata.org or Parmeet Binner at pbinner@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.

C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.

D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Proposal Submissions

A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central Standard Time on December 16, 2026.** Proposals received after the time specified may not be considered for award.

B. **Proposal Delivery**.

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

   Parmeet Binner, Buyer
   Kansas City Area Transportation Authority
   1350 East 17th Street
   Kansas City, MO 64108

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

2. Hand deliveries are only to **KCATA's Shipping/Receiving Department**. Allow time for navigating through security and parking. Proposals delivered to other locations at KCATA may be considered late and non-responsive.

3. Firms are to provide a complete copy of their proposal on a USB drive, **without password protection**:

   - Each Volume 1 through 3 to be submitted in a separate .pdf and labeled accordingly
   - Financial Statements to be submitted separately and labeled CONFIDENTIAL
   - Redlined Contract Terms and Conditions are submitted in **Word** format.

4. Proposals received via electronic mail (email), or password protected USB drives will not be considered.

3.3 Reservations

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

B. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.

C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.4 Proposer's Responsibilities

A. By submitting a proposal, the Proposer represents that:

1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and

3. It is authorized to transact business in the States of Missouri and Kansas.

B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

3.5 Authorization to Propose

If an individual doing business under a fictitious name makes the proposal, the proposal should 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.

3.6 Withdrawal & Incomplete Proposals

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

B. Incomplete proposals may render the proposal non-responsive.

3.7 Modification of Proposals

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

3.8 Unbalanced Proposals

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

3.9 Protests

A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.

1. Pre-Submittal. A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later

than five (5) days before the bid closing date.

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

3. Post-Award. Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

B. KCATA's Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.

C. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.

D. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

E. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F). If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.

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

3.10 Disclosure of Proprietary Information.

A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information;"

2. printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and

3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.

B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request, and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.11 Diverse Business Enterprise Requirements

A. It is KCATA's policy that Disadvantaged (DBE), Small (SBE), Minority (MBE), Woman (WBE), and Small Local (SLBE) Owned Business Enterprises have an equal opportunity to participate in the competitive solicitation process and contract awards, and diverse firms are encouraged to submit proposals as prime contractors, joint ventures, or subcontractors.

B. KCATA's diversity programs are subject to the requirements of 49 CFR Part 26, and it is KCATA's policy to:

1. Ensure nondiscrimination in the award and administration of contracts;

2. Create a level playing field on which diverse firms can compete fairly for DOT-assisted contracts;

3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate in the programs;

5. Help remove barriers to the participation of diverse firms in contracts;

6. To promote the use of diverse firms in all types of contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the diversity programs.

C. Funding for projects under these contracts may be funded in part by the federal agencies (i.e., Federal Transit Administration (FTA), Federal Emergency Management Administration (FEMA), or may be a combination of funds appropriated by the state, county, or city governments. *Federally funded projects will be subject to DBE and SBE requirements. For projects funded by other sources, MBE, WBE or SLBE requirements will apply.*

D. This project is funded in part with Federal Transit Administration (FTA) federal funds and as such, terms and conditions prescribed by the FTA are applicable. Due to the current ruling out of Washington, DC, this solicitation does not have a Disadvantaged Business Enterprise (DBE) goal established. DBE firms are invited to submit proposals as prime contractors, subcontractors, suppliers, or as part of a joint ventures. See Section 3.11 for additional information.

D. There is a zero percent (0%) diversity goal established for this project.

E. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the contractor's qualifications for the Project. Proposals should provide information in a concise, and well-written, well-organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified contractor. Firms are encouraged to submit only proposal material that is relative to the contractor services and scope cited. Including extra marketing materials and publications is discouraged.

4.2 Proposal Format

A. Volumes shall be submitted in the following order:

- Volume 1: Price Proposal
- Volume 2: Technical Proposal
- Volume 3: Contractual Documents

B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.

C. **No Price Proposal information is to be included within Volumes 2 and 3** (with exception to the pricing in Attachment G, "Letter of Intent to Subcontract with DBE" (Volume 3). Volumes 1 and 3 are not shared with the evaluation team.

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

4.3 Volume 1 – Price Proposal

A. Proposers are asked to submit a Price Proposal to include all costs/expenses associated with the provision of the services as described in Section 2, "Scope of Services."

B. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

C. **Tax Exempt Status.** The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price proposals. All discounts should be reflected in the price(s). By submission of a proposal, the Proposer certifies that none of the taxes to which the Authority is exempt are included in its price(s). Upon request, KCATA shall provide a tax exemption document to Proposer.

D. Elements of the Price Proposal include:

- Attachment C: Price Proposal

E. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

F. Proposals for alternative pricing shall be clearly marked as such.

G. The Price Proposal documents shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal (Volume 2).**

4.4 Volume 2 – Technical Proposal

A. The Technical Proposal page limit is 20 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 20 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.

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

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

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

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

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

1. Letter of Transmittal. The letter should be addressed to Kristen Emmendorfer, KCATA Procurement Director, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

    a. Name of lead firm and all proposed team members, including all subcontractors if included.

    b. Location of business operations.

    c. List of key personnel who will be associated with this project.

    d. Proposed working relationship among firms identified (i.e., Prime, Subcontractor).

    e. Acknowledgement of Receipt of Addenda (if any).

    f. A statement that the Project Manager or the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that key personnel shall not be removed or replaced without the prior notice to KCATA.

    g. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services as specified.

2. Title Page. Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.

3. Table of Contents. Clearly identify the materials submitted by section and page number.

4. General Business Background. Provide a brief synopsis of the Proposer's and major subcontractors' businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP.

5. Project Manager and Key Personnel Experience and Qualifications.

   a. This section should demonstrate the Proposer's experience, skills and qualifications, and professional certifications (if required) and licenses required in the performance of this service.

   b. Include any special knowledge skills and abilities you believe are required for this project, including technical approach, and experience with transit marketing and communications; past performance; sampling of published communication pieces, social media, ridership outreach and internal executive and board level samples; price proposal. Also include what percentage you foresee each person on the team will be dedicated to the project. This should include all planned contractors and staff to be included in the project.

   c. Detail any added services that the Proposer will provide that are not specifically requested in this RFP.

   d. Provide resumés (limited to no more than two (2) pages per individual) for the proposed Project Manager and all personnel considered vital to provide the specified services and deliverables. Resumes should not include any personal information (i.e., emails or phone numbers). Include this information for each subcontractor.

   e. Identify primary office location for the Project Manager and key staff members. Define typical response time to requests for unscheduled/unforeseen meetings, deliveries, emergencies, and coordination efforts that may arise during the project.

   f. References. Prime Contractor and each subcontractor shall provide a minimum of three (3) references that positively demonstrate experience in successfully providing services similar to those required for this project. Include technical skills, competencies, and experience listed to meet the requirements in the Scope of Services. The references should include:

      - Name of Company
      - A brief summary of project and type of services performed
      - Contact information for a person that can speak to the work performed to include name, title, telephone number and email address
      - Start/completion dates of project

6. Project Approach, Management and Organization.

   a. This section should demonstrate the experience, skills, and qualifications of Proposer to perform management and oversight of KCATA's Marketing program according to the requirements specified herein. Present the management approach to be followed and the management techniques required for implementation.

   b. Provide an organizational chart showing staffing in all functional areas of the project (prime and

subs).

c. Define and identify the value-added experience, knowledge and insight that can be contributed to the KCATA project with examples utilized in current or past contract work.

7. Exception and Omissions.

a. **Exceptions.**

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

2) Contract Terms and Conditions.

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

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

(c) Include the redlined document in Volume 2.

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

4.5 Volume 3 – Contractual

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

B. **Proposer Status – Vendor Registration.**

1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete the vendor registration process. KCATA uses a secure, online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA prior to 2018 must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.

2. To begin, you must set up an account at https://kcata.diversitycompliance.com where you will be given a temporary password. A confirmation email will be sent with instructions to create a permanent password and instructions to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features. This process requires a current IRS Form W9.

3. Prime Contractors must complete the online Vendor Registration Questionnaire. Subcontractors are encouraged to register to be included in notices of future solicitations.

4. If registered, provide a copy of registration document with proposal.

5. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.

6. For questions on these requirements, or for assistance in completing the forms, please contact Carla Mann, KCATA's Community and Employee Engagement Specialist at (816) 346-0208 or via email at cmann@kcata.org.

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

1. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment D. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.

2. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment E-2) or a current EEO-1 Report that has been filed with another government agency.

3. Employee Eligibility Verification.

   a. In accordance with Section 285.530 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

   b. The Proposer shall also affirm (Attachment G-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.

   c. Proposer shall submit acceptable proof of enrollment that includes the E-Verify Memorandum of Understanding (MOU). Provide a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).

   d. The Proposer shall obtain this affidavit (Attachment G-2) from its subcontractors at all tiers.

   e. This form is renewable annually.

4. Non-Collusion Affidavit to be completed by Prime Contractor only (Attachment F).

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

4.6 Proposal Evaluation Criteria

A. Proposals will be evaluated by a Selection Committee based on the following criteria which are listed in descending order of importance.

1. **Technical Approach and Experience with Transit Marketing and Communications.** Core operational knowledge, transit specific marketing and rider engagement, employee engagement, Proposer's experience, and ability to service KCATA for both routine and emergency needs and financial standing.

Resumes, experience of proposed team members' direct involvement with transit communications and outreach efforts will be evaluated.

2. **Past Performance.** Proposer's performance record with emphasis on experience in transit, passenger communications, social media, copywriting, graphic design, employee engagement, HR assistance in recruitment efforts will be evaluated.

3. **Samples of Communication.** Proposers shall provide 10-12 digital portfolio items representing Social Media, Ridership Outreach, Internal, External, Executive and Board Level communications. Proposers may include additional transit communications examples.

4. **Price Proposal.** Pricing and other factors affecting KCATA's total cost for the purchase, experience, and portfolio items are considered fair and reasonable and within a competitive price range.

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

4.7 Presentations/Interviews/Written Responses

Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified. Interviews will be held virtually through Microsoft Teams. The link to the meeting is https://teams.microsoft.com/meet/233911238846682?p=so1k5MSlW8tMKN19Ik

4.8 Contractor Selection

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

B. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will begin negotiations with the second ranked firm/team.

4.9 Contract Award

The selected Proposer shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before that date. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the contract.

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

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

- Volume 1: Price Proposal – Attachment C
  - ✓ Attachment C Price Proposal
- Volume 2: Technical Proposal
- Volume 3: Contractual
  - ✓ Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
  - ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
  - ✓ Attachment F Non-Collusion Form (Prime Contractor Only)
  - ✓ Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
  - ✓ Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (only if using subcontractors)
- Required Documents Provided Separately (Properly Labeled)
  - ✓ Attachment C, "Price Proposal"
  - ✓ Sample Terms and Conditions – Exceptions redlined and in Word format

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS SAMPLE CONTRACT IS THE BASIS OF THE AWARDED PROPOSER'S FINAL AGREEMENT. PROPOSERS MUST PROVIDE ANY EXCEPTIONS AND SUGGESTED LANGUAGE AS PART OF THEIR PROPOSAL.
FEDERAL TRANSIT ADMINISTRATION TERMS ARE NOT NEGOTIABLE

THIS CONTRACT (the "Contract"), made and entered into as of the _____ day of _____, 2026, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, 64108 and **_____ ("Contractor")**, with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated November 16, 2026 and entitled "Comprehensive Marketing and Communication Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the comprehensive marketing and communication services as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of one (1) year beginning _____, 2026 and expiring on _____ with four (4) one-year extension options. The services to be performed and the deliverables to be provided shall commence upon receipt of a Notice to Proceed from the KCATA.

4. CONTRACT SUM.

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

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

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this Contract, the following order of precedence shall apply:

A. Specific written amendments or modifications/change orders to the executed Contract;

B. KCATA's Standard Terms and Conditions;
C. Executed Contract and any attachments incorporated by reference; and
D. Contractor's Proposal Response; and
E. KCATA's RFP and Scope of Work/Specifications, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

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

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

CONTRACTOR'S NAME
(CONTRACTOR)

By _____
TO BE DETERMINED
Title

KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)

By _____
Bridgette Williams
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

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

6. CHANGES

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

adjustment under this clause must be asserted within thirty (30) days 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 Contract as changed.

7. CIVIL RIGHTS

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

1. Contractor must prohibit:

   a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;

   b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

   c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and

   d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

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

1. Contractor must prohibit discrimination based on race, color, or national origin;

2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.

3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

C. **Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and

   a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

   b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

   c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement; and

   d. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".

3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.

4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.

5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.,* the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.,* which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

E. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

F. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

In accordance with 2 C.F.R. § 200.112, the Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to KCATA, or that would impair the Contractor's objectivity in performing work under this Contract, or that would result in an unfair competitive advantage to Contractor or to another third party performing the Project work.

9. CONTRACTOR'S PERSONNEL

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

of this Contract subject to KCATA's right to remove personnel. KCATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing to Consultant.

10. CONTRACTOR'S RESPONSIBILITY

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

11. DISPUTE RESOLUTION

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

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

12. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

A. It is the policy of KCATA that Disadvantaged (DBE), Small (SBE), Minority-Owned (MBE), Woman-Owned (WBE), and Small Local (SLBE) Business Enterprises, shall have an equal opportunity to participate in KCATA contracts. It is also the policy of KCATA to:

1. Ensure nondiscrimination in the award and administration of contracts;

2. Create a level playing field on which diverse firms can compete fairly for contracts;

3. Ensure that KCATA's diversity programs are narrowly tailored in accordance with applicable law;

4. Help remove barriers to the participation of diverse firms in contracts;

5. To promote the use of diverse firms in all types of contracts and procurement activities; and

6. Assist in the development of firms that can compete successfully in the marketplace outside the diversity program.

B. KCATA's diversity programs are based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. Under this contract, Federally funded projects shall abide by DBE or SBE requirements as applicable. Projects that are funded by state or local entities will be subject to MBE, WBE, or SLBE requirements.

C. For this contract, a 0% commitment of DBE firms has been established.

E. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

13. EMPLOYEE ELIGIBILITY VERIFICATION (FOR CONTRACTS OVER $5,000)

A. To comply with Section 285.530 RSMo, *et seq*., the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding $5,000.

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

14. FORCE MAJEURE

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

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

15. GENERAL PROVISIONS

A. **No Third-Party Beneficiaries**. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.

B. **Extensions of Time**. No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.

D. **Time Periods**. A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

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

F. **Counterparts**. This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

G. **Interpretation; Update of Citations**. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures, and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures, and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.

H. **When Effective**. Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions**. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing, or it shall be deemed given.

J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed $25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

16. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

17. 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.

18. INDEPENDENT CONTRACTOR

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

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

19. INSURANCE

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

B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable; and

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

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

D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s)

and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.

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

1. **Workers' Compensation**:

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

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

2. **Commercial General Liability**:

Bodily Injury and Property Damage to include Products and Completed Operations:
$1,000,000 Each Occurrence
$2,000,000 General Aggregate (per project)
$1,000,000 Personal and Advertising Injury
$50,000 Fire Damage
$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability**:

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

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

4. **Umbrella or Excess Liability**

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

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

5. **Cyber Security** $1,000,000 Minimum Coverage

In lieu of Cyber Security insurance, Contractor must execute a Business Associate Agreement (BAA) as part of their Contract. The BAA must include language stating that the vendor "shall bear full financial responsibility for any and all costs, damages, liabilities, or claims arising directly or indirectly from the unauthorized disclosure, misuse, or breach of Personally Identifiable Information (PII) obtained from KCATA.

20. LIABILITY AND INDEMNIFICATION

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.

B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

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

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

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.

4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall

promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

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

21. LICENSING, LAWS, AND REGULATIONS

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

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

22. NOTIFICATION AND COMMUNICATION

A. Communications regarding technical issues and activities of the project after contract award shall be exchanged with Cindy Baker, KCATA's Executive Communications Advisor, at (816) 346-0209 or via e-mail at CBaker@kcata.org.

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

If to KCATA: Parmeet Binner, Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____
_____
_____

C. The Contractor shall notify KCATA immediately when a change in ownership has occurred or is certain to occur.

D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

23. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

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

B. KCATA shall be entitled to copies of these materials during the progress of the work.

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

D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.

E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.

F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

24. PROHIBITED INTERESTS

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

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

25. PROHIBITED WEAPONS AND MATERIALS

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

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

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

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

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

26. RECORD RETENTION AND ACCESS

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

B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.

C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

27. REQUESTS FOR PAYMENT

A. Contractor shall timely submit invoices for work performed each calendar month by the 15th day of each subsequent month for work performed the previous month. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Contractor and KCATA. Contractor shall reference KCATA's contract number and FSM number (provided by KCATA to Contractor), the billing period applicable and, if travel expenses, pre-approved before issuance of an Agreement by the Authority, are included for reimbursement, receipts for each line item claimed as reimbursable shall be included with Invoice and/or Payment Application. Contractor agrees the KCATA shall have no contract obligation to pay any contractor invoices submitted to the KCATA more than ninety (90) days from the date the service was performed for the KCATA.

B. Payment by KCATA shall be made within 30 days after receipt of a proper and timely invoice.

C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. **Subcontractor Payments.**

1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

2. **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.

4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.

6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

28. RIGHT TO OFFSET

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

29. SEAT BELT USE POLICY

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

30. SEVERABILITY

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

31. SUBCONTRACTORS

A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.

B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.

C. **Diverse Subcontractor Employment.** See Article 13, "Diverse Business Enterprise Requirements.

D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.

2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

3. The following provisions if included in this Contract:

Assignment
Civil Rights
Conflicts of Interest (Organizational)
Dispute Resolution
Diverse Business Enterprise Requirements
Employee Eligibility Verification
Force Majeure
General Provisions
Headings
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Seat Belt Use Policy
Termination
Texting While Driving and Distracted Driving

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

F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.

G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

32. SUSPENSION OF WORK

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

33. TERMINATION

A. **Termination for Convenience**. The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.

B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.

C. **Termination for Default.**

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

2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after

termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.

E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

F. **Property of KCATA**. Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

34. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

35. UNAVOIDABLE DELAYS

A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing, furnishing as much as detail as is available.

C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.

D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Contractor's delay was attributable to KCATA's non-performance of its duties herein.

Contractor's Initials _____ KCATA's Initials _____

KCATA's Initials _____

KCATA

Board Policy Manual
Kansas City Area Transportation Authority

Policy D02: Travel Policy **Status:** ADOPTED

Original Adopted Date: 05/09/2016 | **Last Revised Date:** 04/22/2026 | **Last Reviewed Date:** 04/22/2026

The KCATA will pay for travel expenses for KCATA employees and board members who travel outside the area for training, professional development, attendance at KCATA-related meetings or for other approved reasons related to their positions with the KCATA. All persons traveling at the KCATA's expense are expected to use good judgment, differentiate between expenditures for business and those for personal convenience and avoid unnecessary fees and excessive charges.

The following rules will apply to all KCATA employees. Exceptions to this policy, other than those related to CEO travel, may be approved in writing by the CEO, in situations where the circumstances warrant such action; however, exceptions to policy related to CEO travel must be approved by the board chair. Board members will follow this policy as well unless the board or the board chair determines that unusual circumstances justify an exception. All exceptions will be documented in writing for auditing purposes.

Authorization for Travel

KCATA employees must obtain prior authorization from the appropriate director for KCATA-related travel before the employee is allowed to incur travel expenses. Travel costs that are charged to a federal grant or fund award must first be approved in writing by the CEO or designee who oversees that particular federal program. The board chair must approve the CEO's travel in advance.

Payment Method

1. *Direct Payment by KCATA* – Board members and employees are required to register for meetings and make travel arrangements through the KCATA whenever possible so that vendors are receiving payment directly from the KCATA or through a KCATA-issued credit card when available and authorized.

2. *Reimbursement* – Board members and employees are encouraged to only pay for travel costs and seek reimbursement from the KCATA in situations where direct payment by the KCATA is not possible or practical, such as mileage reimbursements or payment for parking fees.

3. *Per Diem* – In order to avoid claims that the board member is receiving compensation in violation of any relevant and applicable law, the KCATA will not pay board members a per diem amount in excess of actual for travel expenses. Employees will be paid the lesser of actual expenses or per diem amounts if other methods are not available, or other methods are available but not practicable under the circumstances. Payment must be authorized by the CEO or designee, and will require receipts or appropriate proof of legitimate KCATA-related travel expense.

Documentation

Original itemized receipts are required for all travel reimbursements with the exception of mileage. All documentation must be submitted to the CEO or designee within 10 days of the end of the travel.

Documentation for Use of Federal Funds

When federal funds are used for travel, the KCATA must be able to justify the necessity of the travel to the federal program and demonstrate that the costs incurred were reasonable and consistent with the KCATA's travel policy. Therefore, KCATA staff or board members using federal funds for travel must provide sufficient documentation to the CEO or designee who oversees the applicable federal program. Such documentation may include, but is not limited to, the following:

1. An agenda of the event attended.

2. A list of attendees at the event.

3. A written statement justifying the expense.

4. Evidence of prior written approval for the expense.

The CEO or designee may require additional information when he or she determines it is necessary.

Specific Travel Rules

Traveling by Personal Vehicle

The KCATA will pay for mileage when employees or board members travel using their personal vehicles, but only for the actual distance necessary to attend the event and only if the employee or board member is appropriately licensed to drive the vehicle and insured as required by law. The vehicle must be licensed as required by law.

Individuals who are traveling to the same destination are required to share transportation unless an exception is granted by the CEO or designee or unless the employee or board member is willing to travel at his or her own expense. When sharing transportation, only the person whose vehicle is used may claim mileage.

The mileage allowance rate represents full compensation for the costs of operating the vehicle, including fuel costs. The KCATA will not cover physical damage to the private vehicle or loss of its personal property contents. Employees and board members who choose to drive in lieu of flying when flying is considered more economical shall be reimbursed up to the amount of the air travel. Likewise, employees and board members who choose to fly when driving is more economical will only be reimbursed for the amount that would have been incurred if the employee or board member had driven.

Traveling by KCATA-Owned Vehicles or Rental Vehicles

Employees and board members may drive KCATA-owned vehicles or rental vehicles only if they are appropriately licensed to drive the vehicle and insured as required by law.

Employees and board members are expected to use safe but inexpensive transportation services. Rental vehicles should be limited to mid-class or smaller economy vehicles unless a larger vehicle is needed to accommodate the number of persons attending or the price is the same or less to use a larger vehicle.

Employees and board members who have been issued a credit card are required to use the card when purchasing fuel for KCATA-related travel expenses using KCATA-owned or rental vehicles; otherwise, the KCATA will reimburse them for fuel purchased. The beginning and ending odometer reading for the trip must be included with the reimbursement request.

Parking and Other Travel Expenses
The KCATA will reimburse employees and board members for reasonable parking fees and road tolls incurred as a necessary part of the travel, as long as proper documentation is provided.

Airplane or Other Transportation
Employees and board members are required to secure the lowest available fares for commercial airplane, train or other transportation services unless the fare would:

1. Require circuitous routing.
2. Require travel during unreasonable hours.
3. Excessively prolong the travel.
4. Result in additional costs that would offset the transportation savings.
5. Not meet the reasonable medical needs of the employee or board member.

If a board member or employee relies on one of the listed exceptions, that exception must be approved and documented.

Business Travel Requiring Overnight Accommodations
The KCATA will not pay for hotel expenses unless an overnight stay is necessary to attend the function or returning to the area would be unsafe or cause the board member or employee to travel late at night.

In general, lodging arrangements must be made prior to departure and paid by the KCATA directly or through the use of a KCATA credit card. If advanced planning is not possible, the KCATA will reimburse employees and board members for the reasonable cost of single occupancy hotel accommodations and a reasonable amount of gratuities, up to the authorized federal lodging rate for the area. Conference or corporate rates must be utilized when available. Additional costs associated with higher-than-single-occupancy rates (spouse, children or guest) are not reimbursable and must be paid by the employee or board member prior to check out.

Meals
The KCATA will reimburse employees or board members for meals that will not be paid for or reimbursed by the KCATA as part of conference or meeting registration fees, up to the federal per diem rate for the area in which the conference or meeting is located. See https://www.gsa.gov/travel/plan-book/per-diem-rates.

Seminar and Registration Fees
Employees and board members should register for seminars and conferences in advance so that the KCATA may pay directly for the registration. In unusual situations where an employee or board member must pay directly for such expenses, the KCATA will reimburse at the lowest rate available if an adequate reason is provided. Requests for reimbursement must be accompanied by a receipt. The KCATA will only pay for late registration fees when there is a valid reason the board member or employee did not register earlier.

Unauthorized Expenses
The KCATA prohibits any expense that is unauthorized, excessive or unnecessary as determined by the CEO or designee. Unauthorized expenses include, but are not limited to:

1. Costs associated with the travel of a spouse, child or other person accompanying an employee or board member.

2. Care of a dependent of a board member or employee during the course of the travel.

3. Alcoholic beverages.

4. Snacks are authorized as KCATA-related travel expenses up to the amount of per diem; no addition allowance above the normal per diem rate will be paid for snacks .

5. Personal expenses, including personal communication expenses and laundry.

6. Entertainment, unless the entertainment expense is part of the registration for the event in which the employee or board member is participating and the expense is business related and typical for the event. These expenses should be approved by the employee's director before the trip begins.

7. Expenses for travel extending beyond the time required for the meeting or business unless it is in the KCATA's financial interest to extend the travel to obtain rate advantages.

8. Expenses incurred by non-employees traveling with the staff member or board member, including room surcharges.

9. Fines for parking or traffic violations.

ATTACHMENT C
PRICE PROPOSAL PAGE 1 OF 2

Request for Proposals (RFP) #G26-7034-24A **Project Name:** Comprehensive Marketing and Communication Services

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

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

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

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

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

TOTAL COMBINED PROJECT COST (PRIME, SUBS AND EXPENSES)	$

ATTACHMENT C – PRICE PROPOSAL PAGE 2 OF 2

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify KCATA in the event of any change.

2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in KCATA's RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

1. Contractor must prohibit:

   a. discrimination based on race, color, religion, national origin, sex (including sexual orientation, disability, or age;

   b. exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

   c. denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and

   d. discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

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

1. Contractor must prohibit discrimination based on race, color, or national origin;

2. Contractor must comply with a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and c) Federal transit law, specifically 49 U.S.C. § 5332.

3. Contractor must follow a) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and c) all other applicable federal guidance that may be issued.

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

C. **Equal Employment Opportunity.**

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and

   a. Comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

   b. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

   c. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA's Master Agreement; and

   d. Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Indian Tribes. Contractors will recognize that Title VII of the Civil Rights Act of 1964, as amended exempts Indian Tribes under the definition of "Employer".

3. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all Federal prohibitions against discrimination based on sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et. seq.*, U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25; and federal transit law, specifically 49 U.S.C. § 5332.

4. Nondiscrimination on the Basis of Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., which prohibits discrimination against individuals based on age in the administration of Programs, Projects and related activities receiving federal assistance; U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332.

5. Nondiscrimination on the Basis of Disability. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted programs, projects or activities; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.,* the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.,* which requires that buildings and public accommodations be accessible to individuals with disabilities; Federal transit law, specifically 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. The Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 3)

F. Promoting Free Speech and Religious Liberty. All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to, those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

G. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

_____

Affiant's Signature Date

Subscribed and sworn to me before this _____ day of _____, 2026.

_____

Notary Public Signature Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

1. **White** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

2. **Black** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

3. **Hispanic**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.

4. **Asian or Pacific Islander**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

5. **American Indian or Alaskan Native**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

B. JOB CATEGORIES

1. **Officials and Managers**: Includes chief executive officers, presidents, vice-presidents, directors, and kindred workers.

2. **Professionals**: Includes attorneys, accountants, and kindred workers.

3. **Technicians**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors, and kindred workers.

4. **Sales Workers**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.

5. **Office and Clerical**: Includes secretaries, bookkeepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.

6. **Craft Workers** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers, and kindred workers.

7. **Operatives** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.

8. **Laborers** (unskilled): Includes laborers performing lifting, digging, mixing, loading, and pulling operations and kindred workers.

9. **Service Workers**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants, and kindred workers.

ATTACHMENT E-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

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

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

TYPE OF BUSINESS	☐ Manufacturing	☐ Wholesale	☐ Construction	☐ Regular Dealer	☐ Selling Agent	☐ Service Establishment	☐ Other

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ _____
Name and Title of Person Signing Proposer Name

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

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

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

Subscribed and sworn to before me on this _____day of_____, 2026.

_____
Notary Public

My Commission Expires: _____

(Seal)

ATTACHMENT G-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIDAVIT OF PRIMARY PARTICIPANT'S COMPLIANCE WITH SECTION 285.530 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

_____
Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2026.

_____
Notary Public

My Commission expires: _____ (Seal)

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

ATTACHMENT G-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY AFFIDAVIT OF LOWER-TIER PARTICIPANT'S COMPLIANCE WITH SECTION 285.530 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

_____
Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2026.

_____
Notary Public

My Commission expires: _____ (Seal)

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