Design Build
Establishing Outside Battery Electric Bus (BEB) Charging and Storage
REQUEST FOR QUALIFICATIONS (RFQ) F26-7037-39A

Date: November 17, 2026

Contact: Kristen Emmenforder, Procurement Director
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Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Design Build
Establishing Outside Battery Electric Bus (BEB) Charging and Storage
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KCATA intends to solicit proposals from experienced Design-Build teams with the capability to deliver comprehensive architectural/engineering design services and coordinated construction services to establish external/outside Battery Electric Bus Charging and Storage.

The work will include but is not limited to relocating BEB infrastructure utility adjustments, concrete curbs and pavement, drainage system modifications, and a pre-engineered canopy with foundations, and associated engineering improvements.

KCATA operates a mixed-fuel fleet that includes battery-electric buses. To enhance operational efficiency and safety, the selected team will advance KCATA's concept (approximately 15%) design plans, interpret project scope and performance criteria, and develop a Guaranteed Maximum Price (GMP) for the final design and construction. Firms proposing who advance will be provided exact, specific details on the percentage complete of design plans they will use for final design once this is determined by KCATA's Project Management Office.

The final project scope includes relocation of two charging blocks and four operational ChargePoint charging stations from Building 2 to the south end of the secured employee lot. Additionally, 2-CP250 chargers will be removed from the building along with all associated infrastructure. This includes all associated wiring and electrical and structural equipment as required. Installation of one new power block and two new chargers (which will be handles as an add alternate).

Design and construction of a new bus canopy that provides appropriate weather protection for employees and buses as well as charging infrastructure. Removal and replacement of existing asphalt pavement with concrete pavement meeting KCATA standard specifications to support bus movements is part of the project. Concept plans will be provided once qualified teams are selected.

Proposers will advance the design package provided to prepare a formal GMP (guaranteed maximum price).
All proposers must become certified to install and commission ChargePoint charging equipment prior to contract award. Teams may contact Bill Yord at byord@kcata.org for assistance in obtaining ChargePoint contacts.

Approved equals for the additional, add-alternate charging stations may be considered. Proposers must include their proposed equals to KCATA during the preliminary stages of the design build phase for consideration. The substitute, or approved equal, must prove seamless interoperability with existing KCATA BEB chargers and its bus fleet.

The funds used to assist KCATA in procuring this work and the resulting awarded contract contain a percentage of funds appropriated by the United States Department of Transportation (DOT), managed by the Federal Transit Administration (FTA). Required terms and conditions established by the federal government are non-negotiable and shall not be considered for deletion or alteration from the resulting contract with KCATA.

Based on guidance from Washington, DC at this time, no diverse business enterprise goal has been established for this project. All vendors and contractors qualified and well experienced, regardless of status as a certified diverse business, are encouraged to pursue the work.

A non-mandatory pre-proposal (prior to submission of qualifications) meeting will be held virtually via Microsoft Teams on December 2, 2026. The link for the Microsoft TEAMS meeting is listed within the RFQ calendar for access to attend.

One (1) original unbound one flash drive containing all the required submission materials must be submitted by the due date and time published in this document and/or amended per any addenda issued. THE RFQ NUMBER and TITLE must be on the front of packages/envelopes.

Qualifications received after specified time, received via facsimile (fax) or electronic mail (e-mail), that don't meet specified delivery submittal instructions will not be opened and returned Qualifications must be submitted to:

Kansas City Area Transportation Authority
Kristen Emmendorfer, Procurement Director
Attention: Shipping and Receiving
1350 East 17th Street
Kansas City, Missouri 64108

An initial review of qualifications submitted by the published due date and time will be performed by KCATA's procurement staff. Qualifications received from teams who have met the initial, minimum salient requirements and do not reference price or costs, will be shared with the Evaluation Committee and Project Management Office for review and formal evaluation.

Selected teams may be interviewed if required, and move to the design and GMP phase. Please note that interviews may not be conducted. Therefore, respondents are instructed to present their best efforts in representing their teams' skill sets and qualities as they align with the criterion listed in the RFQ to reach the end goal and expectations set forth by project management of KCATA and the specified scope of work.

For information regarding the Request for Qualifications process and potential submitted proposal, contact Kristen Emmendorfer, KCATA Procurement Director at kristene@kcata.org or 816-346-0360.

Award of the procurement are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners.

Kristen Emmendorfer
Procurement Director

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NO PROPOSAL REPLY FORM

Request for Qualifications
F26-7037-39A

To assist KCATA in reaching a wide audience of potential vendors/contractor, please consider completing the following document. This assists KCATA in efforts to understand why some potential respondents to bids, qualifications, proposals and quotations issued do not pursue the work.

Returning this is not mandatory, and it will not preclude firms from other opportunities who choose not to respond to this solicitation.

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

____ 1. Our firm is unable to participate due to lack of staffing or capacity to undertake more work.

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

_____

_____

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

____ 4. Our firm does not provide the services requested.

____ 5. Other: _____

____ We wish to remain on the Respondent's list for these services**.**

____ We wish to be removed from the Respondent's list for these services**.**

_____ _____

Firm Name Signature

SECTION 1
PROPOSAL CALENDAR

RFQ Advertised and Issued..... November 17, 2026

Non-Mandatory Pre-Proposal Conference.....December 2, 2026
2:00 p.m.

Written questions, requests for clarifications, and comments submitted to KCATA by .....December 9, 2026
2:00 p.m.

Response provided by KCATA to written inquiries via Addendum .....December 16, 2026

RFQ Closing.....December 29, 2026
2:00 p.m.

KCATA Procurement Responsiveness and Determination of Next Steps ……January 5-8, 2026

Selected teams to advance to GMP ..... End of February 2027

Anticipated Contract Approval for Award by Board of Commissioners.....March/April 2027

Times published are Kansas City, Missouri local time.

SECTION 2
SCOPE OF SERVICES

2.1 Introduction

A. The Kansas City Area Transportation Authority ("KCATA" or "Authority") was formed in 1965 by the signing of a bi-state compact between the States of Missouri and Kansas. The compact gives the KCATA responsibility for planning, constructing, and operating transportation systems and facilities within the greater metropolitan area.

B. KCATA has jurisdiction over regional transit spanning two states, seven counties and in excess of 100 cities. KCATA utilizes its authority to enhance public transportation accessibility and broaden and improve service options.

2.2 Statement of Purpose

A. KCATA has been storing and charging its nine (9) battery electric buses (BEBs) inside Building 2 on it main complex and bus storage operations facility since adding the vehicles to its fleet mix in 2021 through 2024.

KCATA has determined that the goal of the work to be performed will move the BEB storage and charging to an outside dedicated space, which accomplishes the following:

1. Address safety concerns regarding BEB fire exposure inside Building 2 by removing the risk to KCATA employees, building and fleet
2. Simplify the work taking place in Building 2 for its renovation project, which is currently underway, and reduce permitting issues for that project.
3. Coordinate other work taking place adjacent to the outside of the BEB storage and charging area
4. Make fighting a potential BEB fire much safer and easier for the KCMO Fire Department by moving the vehicles outside and away from both Building 2 and Building 3.

B. KCATA's current fleet consists of the following BEBs:

Gillig 40' Low Floor Battery Electric Bus Fleet

- Quantity of 2 – 2021 40' BEB Low Floor (1 RED and 1 BLUE) – Cummins (6) battery pack with a total capacity of 444kwh (Bus numbers 5000 and 3560)
- Quantity of 1 2023 40' BEB low floor Blue Bus Rapid Transit – Akasol (6) battery pack with a total capacity of 588 kwh (Bus number 5001)
- Quantity of 2 40' BEB low floor Red Bus Rapid Transit -Akasol (6) battery pack with total capacity of 558 kwh (bus numbers 3561 and 3562)
- Quantity of 4 2024 40' BEB low floor – Akasol (6) battery pack with total capacity of 588 kwh

Total of nine (9) current BEBs in KCATA fleet. Please note that for purposes of the terminology used in this Request for Qualifications (RFQ), EV and BEB refer to the same = KCATA Battery Electric Buses.

C. KCATA's current charging equipment for BEB's consists of the following:

All ChargePoint Equipment

- Quantity of 2 – 200kW ChargePoint Power Blocks – 4 ChargePoint Gantry mounted dispensers (UPSTREAM FUSE 400 AMP)
- Charging Equipment is connected to a dedicated service that is separate from the building's electrical service and is fitted with emergency shut off switches.

KCATA's Dedicated BEB Charging Service

- 2500 KVA transformer installed, owned and maintained by Evergy (local utility)
- Secondary service entrance into an EATON 3000 AMP Switchgear
- Emergency Shut-off equipment installed adjacent to EATON switchgear

2.3 Statement of Work and Respondents' Requirements to Propose

A. **General Information**

KCATA has determined that relocating the BEB storage and charging to a dedicated, outside space and location on our complex assists our transit agency in accomplishing the following.

Addresses safety concerns regarding BEB fire exposure inside Building 2 on our complex by removing risks to KCATA employees, its buildings and structures, and bus fleet.

This work will simplify additional project work being done in Building 2, a renovation project, also located at KCATA, and assist is reducing permitting issues for that project's work.

Robust coordination of other work taking or scheduled to take place adjacent to the proposed Outside BEB Storage and Charging Area project.

Makes fighting and containing a potential BEB fire much safer and easier for KCMO Fire Department by moving the vehicles outside and away from KCATA's Buildings 2 and 3.

2.4 Term of Contract

The Official Notice to Proceed (NTP) shall be issued by KCATA after approval of award by KCATA's Board of Commissioners. No work performed prior to the issuance of the NTP shall be considered under contract but rather performed "at-risk". Term of contract will be made later.

2.5 Qualifications of the Respondent

A. Qualified Respondents will possess the skill set(s) required for the services specified herein. Experience working with transportation and quasi-governmental agencies, understanding Federal Transit Administration regulations as a funding partner, successful and demonstrated scheduling, procurement and construction logistics used to accomplish the scope of work for an agency like KCATA is preferred, but not required.

B. Skills, qualifications, certifications, licenses, and experience to undertake major work items such as, but not limited to:
Project Management, Electrical Engineering, Civil Engineering, Structural Engineering, AC/DC Wiring, Designing and Installing varied types of electrical equipment, Trenching and Installation of Duct Banks, Pre-Qualification with ChargePoint for moving, re-installation of, and commissioning of all existing, and if elected, acquired charging equipment post-installation. Concrete design and construction.

Teams may be composed of any mix of design engineers and construction personnel that can accomplish the overall goals of the KCATA and this project's Scope of Work. KCATA considers this work to be vital and time of the essence with regard to accomplishing the service due to need as well as funding from the federal level which must be used by end of December 2028.

2.6 Technical Proposal Evaluation Criteria

A. Proposals will be evaluated by the Selection Committee using this criterion which are listed here.

- Qualifications and Availability of Proposed Key Personnel
- Technical Approach and Implementation of Scope of Work Provided by KCATA (best value)

- Past Performance and Client References
- Value Added Capabilities and Methodologies

B. Detailed information on this evaluation criteria and process is in Section 4.3.

SECTION 3
PROPOSAL INSTRUCTIONS

3.1 General Information

A. The terms "solicitation" and "Request for Qualifications" are used interchangeably, and the terms "offer" and "proposal" are used interchangeably. The terms "Respondent", "Proposer," "Contractor" and "Offeror" are also used interchangeably.

B. In cases where communication is required between Respondents and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded by the indicated communication deadline and in writing directly to Kristen Emmendorfer at kristene@kcata.org**.** Reference the RFQ number and title in the email subject line.

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 Respondent before the execution of a contract, including costs associated with preparing a proposal or interviews.

E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation, and state sales tax. Taxes shall not be included in price quotations or proposals. KCATA will issue a specific project exemption certificate for projects based on their location.

3.2 Proposal Submissions

A. Proposals must be received with all required submittals (See Section 4) as stated in the RFQ **no later than December 29, 2026, at 2:00 p.m.** Proposals received after the time specified may not be considered for award.

B. **Proposal Delivery**.

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

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

   The outside package must include the RFQ 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 is 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 RFQ in part or in its entirety, and to re-advertise proposals if it is in the best interest of the Authority.

B. 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 cost or price and technical standpoint.

3.4 Respondent's Responsibilities

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

1. The Respondent has read and understands the RFQ, and the proposal is made in accordance with the RFQ requirements and instructions;

2. The Respondent possesses the capabilities, financial and required business resources, and personnel necessary to provide efficient and successful service to KCATA per schedule; and

3. It is authorized to transact business in the State of Missouri.

B. Before submitting a proposal, the Respondent 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

A. If an individual doing business under a fictitious name makes the proposal, the proposal should clearly state this fact. 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.

B. Firms must meet the licensing requirements for A/E firms in the states of Missouri and Kansas.

3.6 Withdrawal & Incomplete Proposals

A. Proposals may be withdrawn upon written request received by KCATA before proposal closing. Withdrawal of a proposal does not prejudice the right of the Respondent 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 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 the KCATA Procurement Director, no later than five (5) days before the solicitation 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 Procurement Director, no later than five (5) days

after the solicitation closing date.

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

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

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

D. By written notice to all parties, the KCATA Procurement Director 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.

3.8 Disclosure of Proprietary Information.

A. A Respondent 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 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 Respondent.

B. After either a contract is executed pursuant to this RFQ, 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 Respondent of the request, and the Respondent 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.

3.9 Diverse Business Enterprise Requirements

A. It is the policy of KCATA 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. **Non-discrimination.** Respondents 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 Respondent shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Respondent 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 RFQ is to encourage submittals that clearly communicate proposing contractors' qualifications for the work to be performed. Proposals should provide information in a concise, well-written, well-organized manner containing only information relevant to this Project. All proposals should follow the format specified below. Firms are encouraged to submit only proposal material that is relative to the services and scope. In other words, please refrain from including extraneous brochures, marketing materials, etc.

4.2 Consultant Selection

a. Firms that are determined to be responsive and responsible -- based on the written proposal, submission of certifications and affidavits, financial stability, and capacity -- may be invited to present their proposal, at their own expense, for KCATA's Selection Committee.
KCATA reserves the right to award only on initial proposals and to forego interviews**. Those who may be selected for interviews will be contacted by KCATA.**

B. After the selection and ranking of firms, KCATA will enter into negotiations with the top ranked firm(s). If KCATA fails to reach an agreement with the selection committee's chosen firm(s), KCATA will enter negotiations with the next best Respondent.

C. Consultants in agreement with the negotiated terms and conditions of the contract will be recommended to KCATA's Board of Commissioners for final authorization. A sample contract for review has been provided to Respondents. It is paramount to know for purposes of final contract that FTA required terms and contracts inclusions are NOT negotiable.

4.3 Qualifications Evaluation Criteria

Qualifications will be evaluated by the Selection Committee using this criterion below, with corresponding weighted values.

1. **Qualifications and Availability of Key Personnel**. **40 POINTS** Respondents should assume that these items may be considered:

   - Experience of firm and any proposed sub-consultants with architectural/engineering services, and specifically successful cradle-to-grave experience with Design Build approach.
     Demonstrated and documented work with transit agencies and federal funding sources may be considered.

   - The qualifications of the lead person/project manager of the team and other key staff, who will be committed to the project for its duration, proposed in accordance with this RFQ. Staff that is readily available to assume this work, both from the design build lead perspective as well as any and all proposed subcontractors or team members proposed.

2. **Technical Approach to Work and Implementation of KCATA's Methodologies 35 POINTS**
   KCATA Selection Committee will consider, among other things, these items:

   - Depth of knowledge and project related experience applicable to the scope of work to be accomplished, including but not limited to proposing a schedule to KCATA's project management office personnel and their approach to the work and its corresponding schedule. Describe working in cooperation with project management, facilities and fleet personnel and the KCATA Safety Officer from a timeliness perspective, work accomplishment and overall delivery of scope of services for the Design Build.

- Proposed safety approach/action plan for work taking place on KCATA's complex.

- Relevant experience in preparing and successfully providing appropriate architectural/engineering services as exhibited by recent projects and providing references. References will be checked. Proposers shall assume responsibility for accuracy of names, telephone numbers and email addresses for references.

- The approach to the scopes of work aligns with KCATA's categorical descriptions and requirements stated in the RFQ. Proposal shall include a proposed scheme that will allow BEB charging at ALL TIMES with at least two (2) dispensers as much as practical.

- Contractor proposing shall assume for purposes of their submittal to KCATA that they will be working with a company, forthcoming per bid process, performing the work for KCATA Building 3 concrete project, and possibly the design team/contractor selected to perform work inside KCATA Building 2.

- The proposed team possesses successful, demonstrated and documented experience in providing similar deliverables as required by this RFQ. The Proposal includes specific items that are easily identified, understood and comprehended by the Search Committee in comparison to the scope requested within the RFQ.

3. **Past Performance and Client References**. **15 POINTS**

- KCATA anticipates that the Respondent will provide references for the Design Build team and its team of sub-consultants to demonstrate successful completion of relevant projects that closely replicate services identified in this RFQ. Up to five (5) references containing recent, confirmed email and telephone contact information are allowed.

- KCATA will review reference responses for ability to stay on schedule, offer innovative approaches to work to be performed, and liaison and change agent skills provided on behalf of KCATA to accomplish the work.

4. **Value Added Capabilities and Methodologies not Requested by KCATA. 10 POINTS**
   - Respondent has offered innovative or non-traditional, schedule and/or cost savings ideas to accomplish work defined by KCATA via innovation or past successful performance and delivery on similar project(s).

4.4 Proposal Format

A. Proposals shall be submitted as follows.

1. The package consists of two (2) volumes

   - Volume 1 – Technical Proposal
   - Volume 2 – Contractual

2. One (1) unbound original of both Volumes 1 and 2 shall be submitted (no spiral binding). The volumes shall have the RFQ number and name, Respondent's full company name and address with contact information, Volume number and Volume title printed on the cover page.

3. Respondents shall provide a copy of all documents required in this RFQ in .pdf format on a USB drive without password protection. Each volume shall be a separate .pdf, and clearly titled.

B. Respondents will submit proposals in accordance with the instructions in Section 3.2.

4.5 Volume 1 – Technical Proposal

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

B. On***e 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. Content (except graphics, charts, etc.,) shall be submitted in black ink. 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. Respondents 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)
- Redlined sample agreement with exceptions/omissions
- Supplemental documents that are requested as part of this RFQ.

D. Each technical proposal shall enable the Selection Committee to make a thorough evaluation and arrive at the determination that the proposal meets KCATA's requirements and is responsive and responsible. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Respondent 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 Respondent will comply with the requirements of this procurement.

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

1. Letter of Transmittal. The letter should be addressed to Kristen Emmendorfer, KCATA's Director of Procurement, 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/subconsultants that will be associated with this project.

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

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

    f. Identify the primary contact for this project, including contact information. Confirm that this primary contact shall be engaged from onset to closeout of project.

    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 RFQ 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 Respondent'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, how long the firm has been in existence under current ownership/management, and where the headquarter offices are located. Identify and state how long the firm has provided the types of services requested in this RFQ.

5. Experience, Quality, Stability and Reputation of the Firm.

   a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership or management. Provide a brief narrative describing number of employees, and organizational structure.

   b. Provide a brief overview of experience of key personnel in the field of "on call" architecture/ engineering, mechanical/electrical/ plumbing, civil/structural engineering/landscape, construction management/testing/inspection, and/or environmental engineering services as detailed in the Scope of Services (Section 2). The Respondent shall demonstrate past performance related to the scope of work.

   c. **References.** The offeror shall provide up to five (5) contract references both for itself and for any major subconsultant to enable KCATA to assess the quality of the offeror's major subcontractors' past performance in their areas of interest. The referenced contracts shall be similar in scope, magnitude, and complexity to that sought in this RFQ, including work performed for transit and public-sector clients. This is required for prime and subcontractors. The following information shall be included for each contract:

      - Name and address of contracting entity, state or local governments agency or commercial customer;
      - Contract type;
      - Contract value;
      - Brief description of services as required under the contract, including performance location(s) and performance period;
      - Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

   d. Provide an organizational chart showing how the team will be staffed in all functional areas. Indicate how the local staff will be supported by other regional or national staff and the reporting relationships between local staff and other firm management staff, if applicable.

   e. Describe the firm's unique capabilities and client experiences that make your firm unique to your competitors.

   f. List any industry group(s) to which you belong. What are your company's required certifications? What current certifications does your company have? Include certifications obtained for each of the staff members assigned to this project.

6. Exceptions and Omissions.

   a. **Exceptions**.

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

RFQ.

2. Respondents should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. A sample agreement in Word format will be available for Respondents' redlined exceptions and shall be included as a separate document in word with proposal submittals. The Respondent's submittal may be considered non-responsive in the event that KCATA and Respondent do not reach mutual agreement on any exceptions noted.

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

7. Subconsultant Utilization Plan**.**

a. Subconsultants must be approved by KCATA prior to contract award. When proposing subconsultant(s), Respondents shall provide the following information regarding firms that will perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number, and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Clearly state the services/role on this project
- Resumes indicating experience, education, licenses, and certifications of key personnel who will be involved in this project

b. Include the following signed and dated certification statement:

"I certify that each subconsultant has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFQ. Additionally, I certify that I shall notify each subconsultant in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."

4.6 Volume 2 – Contractual

A. **Financial Condition of the Firm.** Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Respondent must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the services in a satisfactory manner. These documents shall be marked confidential and submitted as a separate .pdf document. The Respondent is required to permit KCATA FINANCE LEADERSHIP to inspect and examine its financial statements. The Respondent shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.

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

of the action, a brief description of the action, the date of inception, status, and, if applicable, the disposition.

C. **Respondent 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 instructed 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 Mr. Lee Barnes, KCATA Project Manager/DBE Liaison, at (816) 346-0304 or via email at lbarnes@kcata.org.

D. **Forms Due with Proposal Submission.** The following forms are required and must be provided as part of **Volume 2**.

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 C. 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 D--2) or a current EEO-1 Report that has been filed with another government agency.

3. Non-Collusion Affidavit to be completed by Prime Contractor only (Attachment E).

4. Employee Eligibility Verification.

   a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Respondent is required to obtain the same affirmation from all subcontractors at all tiers.

   b. The Respondent shall also affirm (Attachment F-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. Respondent 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 Respondent shall obtain this affidavit (Attachment F-2) from its subcontractors at all tiers.

e. This form is renewable annually.

5. Debarment.

a. The Bidder, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200. See Attachment G-1.

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

c. The Respondent agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained (Attachment G-2).

6. Lobbying.

a. The Respondent is required to certify that no Federal or non-federal funds were used to influence or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action regarding the project(s) or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 C.F.R. Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. See Attachment H-1.

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

c. The Respondent is required to obtain the same certification and disclosure (Attachment H-2) from all subcontractors (at all tiers) when the Federal money involved in the subcontract is $100,000 or more. Any disclosure forms received by the Respondent must be forwarded to the KCATA.

8. Federal Tax Liability and Recent Felony Convictions**.**

a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies (Attachment I-1) that to the best of its knowledge and belief that:

i. The Contractor does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

ii. The Contractor has not been convicted of any felony criminal violation under any Federal law within the preceding 24 months.

b. Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

c. The Contractor agrees to include these requirements (Attachment I-2) in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

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

10. 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.

4.7 Contract Award

A. The selected Respondent(s) shall only perform work on the Contract after the effective date is affixed and the fully executed contract is sent to the selected Respondent(s). Upon proof of contractually required insurance, KCATA shall issue a written Notice to Proceed to the selected Respondent(s).

B. KCATA shall not be liable to pay the selected Respondent(s) for any service or work performed or expenses incurred before a Work Order is executed and a Notice to Proceed issued.

C. 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 subconsultants at the closing date/time. The electronic copy of these forms can be found at: http://www.kcata.org/about_kcata/entries/vendor forms

- Volume 1: Technical Proposal
- Volume 2: Contractual
  - ✓ Attachment C Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
  - ✓ Attachment D-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
  - ✓ Attachment E Non-Collusion Affidavit
  - ✓ Attachment F-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
  - ✓ Attachment F-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
  - ✓ Attachment G-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
  - ✓ Attachment G-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
  - ✓ Attachment H-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
  - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
  - ✓ Attachment I-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
  - ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
  - ✓ Attachment J Letter of Intent to Subcontract (for Diverse Subconsultants only – signed by Prime and Sub)
  - ✓ Financial Statements for Prime Consultant (not required for Subs) – REVIEWED BY KCATA FINANCE ONLY
  - ✓ Receipt of Addenda Form (if addendum issued as part of this RFQ)

<u>Required Documents Provided Separately (Properly Labeled)</u>

- ✓ Sample Terms and Conditions – Exceptions redlined and in <u>Word format</u>
- ✓ Any other supplemental requested documents that aren't part of the Technical Proposal
- ✓ USB drive of all proposal documents, sample agreement (Word format to show redlines for Exceptions noted by Proposing team), and supplemental items

ATTACHMENT B

SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS SAMPLE CONTRACT IS THE BASIS OF THE AWARDED RESPONDENT'S FINAL AGREEMENT. RESPONDENTS MUST PROVIDE ANY EXCEPTIONS AND SUGGESTED LANGUAGE AS PART OF THEIR PROPOSAL in Word format and redlined.

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 **_____ ("Consultant")**, with offices at _____.

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

1. EMPLOYMENT OF CONSULTANT.

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

2. GENERAL SCOPE OF CONTRACT.

3. TERM.

The term of this contract agreement shall be for a period of one (1) year beginning _____, 2026 and expiring on _____ .The services to be performed and the deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

4. COMPENSATION.

A. The Consultant agrees to perform the services to be specified as negotiated in each WO in an aggregate amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) annually. Compensation for services to be performed under each WO under this Agreement shall be at the fully loaded per hour rates of the job classification personnel performing the work order tasks for actual work performed with each WO having a guaranteed not to exceed total amount.

B. The parties agree that all WO's will comply with the fully loaded Rate Agreement as negotiated for the Consultant, attached as Appendix D and incorporated herein by this reference. All cost components are subject to audit and possible adjustment based on the audited information. Prior to executing of the annual extension option, Consultant shall provide an updated Rate Agreement for review and approval by KCATA.

C. It is expressly understood and agreed that in no event shall Consultant be compensated in an amount greater than the amount specified in any individual WO for the services performed under such WO.

D. Travel costs shall follow the Travel Policy incorporated into this Agreement as Appendix B and shall be reimbursed only with prior written approval of KCATA's Project Manager.

E. No mark-up, profit, fee or overhead will be taken by the Contractor on subcontractors' invoices.

F. 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 annual negotiated Rate Agreement.

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. Consultant's Proposal Response; and
E. KCATA's RFQ 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 Consultant.

Appendix A. KCATA Standard Contract Terms and Conditions; and
Appendix B. KCATA's Scope of Work/Technical Specifications; and
Appendix C. KCATA's Travel Policy for Consultants; and
Appendix D. Consultant'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.

CONSULTANT'S NAME
(CONSULTANT)

By _____
Name
Title

KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)

By _____
Bridgette Williams
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX A
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 Consultant 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 Consultant 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 Consultant, 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

A. The Consultant 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 Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's claim for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the

notification of change. Nothing in this clause shall excuse the Consultant from proceeding with this Contract as changed.

7. CIVIL RIGHTS

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

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

2. Consultant 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. Consultant 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. Consultant must prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin; and

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

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

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

   d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and

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

2. Indian Tribes. Consultants 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 Consultant 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 Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant 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. Consultant understands that it is required to include this Article in all subcontracts. Failure by the Consultant 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 Consultant from future bidding as non-responsible.

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONSULTANT'S PERSONNEL

All of the services required hereunder shall be performed by the Consultant 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 Consultant'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

Consultant's proposal shall serve as the primary staff person(s) of Consultant 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 Consultant to remove any personnel and or subconsultants for any cause provided such request for removal shall be documented in writing to Consultant.

10. CONSULTANT'S RESPONSIBILITY

No advantage shall be taken by the Consultant or its subconsultant 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 Consultant's or subconsultant's own specifications. The Consultant shall assume responsibility for all materials and services used whether the same is manufactured by the Consultant or purchased ready made from a source outside the Consultant'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 Consultant. 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

E. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this contract. Failure by the Consultant 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 Consultant signs with a subconsultant 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 285.500 RSMo, *et seq*., the Consultant 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 Consultant 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 Consultant is required to obtain the same affirmation from all subconsultants 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 subconsultants 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 Consultant is an independent Consultant under this Contract. Under no circumstance shall the Consultant 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 Consultant.

B. The Consultant 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. INSPECTION OF SERVICES

A. The Consultant shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. “Services” as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Authority during contract performance and for as long afterwards as the Contract requires.

C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.

D. If any of the services performed do not conform to Contract requirements, the Authority may require the Consultant to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:

    1. Require the Consultant to take necessary action to ensure that future performance conforms to Contract requirements; or

    2. Reduce the Contract Sum accordingly.

E. If the Consultant fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:

    1. By contract or otherwise, perform the services and charge to the Consultant any cost incurred by the Authority that is directly related to the performance of the work; or

    2. Terminate the Contract for default.

20. INSURANCE

A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Consultant'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. Explosion, collapse, and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).

B. The Consultant 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 Consultant 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 Consultant 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 Consultant 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**:

1. State: Missouri and/or Kansas – Statutory
2. 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 Consultant and any subconsultant 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)

Consultant 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 Consultant and any subconsultants. The policy(ies) shall include coverage for the Consultant's and subconsultants' 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 Consultant's activities, the KCATA, its commissioners, officers, and employees. The Consultant 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 Consultant and any subconsultants during the performance of work under this Contract.

4. **Professional Liability Insurance**

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

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

5. **Umbrella or Excess Liability**

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

The Consultant 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.

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

In lieu of Cyber Security insurance, Consultant 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.

21. LIABILITY AND INDEMNIFICATION

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

B. **Subrogation.** Consultant, its agents, and any subconsultant 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, Consultant 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 Consultant, subconsultants, or sub-subconsultants, 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. Consultant shall also indemnify, hold harmless and defend the KCATA for any Consultant or subconsultant 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 Consultant, or anyone directly or indirectly employed by any of them, the subconsultant or sub-subconsultant indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant, subconsultant, or sub-subconsultant 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 Consultant arising out of or resulting from the acts of Consultant in performing work under this Contract, Consultant 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 Consultant, a subconsultant or sub-subconsultant, 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 Consultant 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 Consultant advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Consultant.

4. KCATA shall permit Consultant to participate in the defense of any such action or suit through counsel chosen by the Consultant, provided that all fees and expenses of such counsel shall be borne by Consultant. If KCATA permits Consultant to undertake, conduct and control the conduct and settlement of such action or suit, Consultant 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. Consultant 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.** Consultant, its officers, directors, employees, heirs, administrators, executors, agents and representatives and respective successors and assigns hereby fully release, remise, acquit and forever discharge the KCATA and its commissioners, officers, directors, attorneys, employees, agents, representatives and its respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts,

agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter related to this agreement, cause or thing whatsoever that has happened, developed or occurred before or after you sign and deliver this Contract to KCATA. This release will survive the termination of this Contract.

22. LICENSING, LAWS, AND REGULATIONS

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

23. NOTIFICATION AND COMMUNICATION

A. Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Project Manager assigned to specific Work Orders.

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: Procurement Director, Kristen Emmendorfer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Consultant: _____
_____
_____

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

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

24. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Consultant 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 Consultant or in the possession of a subconsultant upon completion or termination of the work, and for which KCATA has reimbursed the Consultant, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Consultant shall replace them at its own expense, and the Consultant assumes all risks of loss, damage, or destruction of or to such material.

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

E. Any KCATA materials to which the Consultant has access or materials prepared by the Consultant shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant 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 Consultant under this Contract shall not be made available to any third party by the Consultant without the prior written consent of KCATA.

25. PRIVACY ACT REQUIREMENTS

A. The Consultant agrees to comply with, and assures the compliance of its employees and subconsultants with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Consultant agrees to obtain the express consent of the KCATA and/or the Federal Government before the Consultant or its employees operate a system of records on behalf of the KCATA or Federal Government.

B. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

C. The Consultant agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Consultant agrees to protect such information, and to limit the use of the information to that required by the contract.

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

26. PROHIBITED INTERESTS

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

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

27. PROHIBITED WEAPONS AND MATERIALS

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

B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of Consultants 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 Consultants parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.

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

28. RECORD RETENTION AND ACCESS

A. The Consultant 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 Consultant agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.

B. The Consultant 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 Consultant relating to its performance under this Contract.

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

29. REQUESTS FOR PAYMENT

A. Consultant 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 the Project Manager. Invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished per Agreement by and between the Consultant and KCATA. Consultant shall reference KCATA's contract number and FSM number (provided by KCATA to Consultant), 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. Consultant agrees the KCATA shall have no contract obligation to pay any Consultant 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. Consultant indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. **Subconsultant Payments.**

1. **Prompt Payment.** The Consultant shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Consultant shall pay each DBE and non-DBE subconsultant 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 Consultant's receipt of payment from the Authority for work by that subconsultant.

2. **Prompt Return of Retainage.** If retainage is withheld from subconsultants, the Consultant is required to return any retainage payment to its DBE and non-DBE subconsultants 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 subconsultant'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 Consultant shall certify on each payment request to the Authority that payment has been or will be made to all subconsultants. Lien waivers may be required for the Consultant and its subconsultants. The Consultant shall notify KCATA on or before each payment request, of any situation in which scheduled subconsultant payments have not been made.

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

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

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

30. RIGHT TO OFFSET

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

31. SEAT BELT USE POLICY

Consultant 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); Consultant is encouraged to include those requirements in each subcontract awarded for work relating to this Agreement.

32. SEVERABILITY

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

33. SUBCONSULTANTS

A. **Subconsultant Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subconsultants approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subconsultants 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 Subconsultant Employment.** See Article 12, "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:

Architect-Engineer Rights & Responsibilities
Assignment
Changes in Federal Requirements
Civil Rights
Conflicts of Interest (Organizational)
Debarment and Suspension
Disadvantaged Business Enterprise Requirements (DBE)
Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Diverse Business Enterprise Requirements
Employee Eligibility Verification
Environmental Regulations
Federal Tax Liability and Convictions
Force Majeure
Fraud and False or Fraudulent Statements or Related Acts
General Provisions
Headings
Incorporation of FTA Terms
Inspection of Services
Lobbying
National Intelligent Transportation Systems Architecture and Standards
Prohibited Interests
Prohibited Weapons and Materials
Prohibition on Restricted Telecommunications and Surveillance Equipment
Record Retention and Access
Seat Belt Use Policy
Seismic Safety
Small Business Enterprise (SBE) Requirements
Termination
Texting While Driving and Distracted Driving
Trafficking in Persons

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.

34. 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.

35. 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 Consultant 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 Consultant does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Consultant fails to perform in the manner called for in the Contract, or if the Consultant 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 Consultant setting forth the manner in which the Consultant is in default. The Consultant 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 Consultant to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Consultant shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Consultant 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 Consultant 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 Consultant 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 Consultant. 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 Consultant 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 Consultant 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 Consultant has any property in its possession or under its control belonging to KCATA, the Consultant 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 Consultant 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.

36. 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 Consultant 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 subconsultant to do the same.

37. UNAVOIDABLE DELAYS

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

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

C. **Request for Extension.** The Consultant 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 Consultant and shall determine if the Consultant is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Consultant of its decision in writing.

D. It is expressly understood and agreed that the Consultant 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 Consultant's delay was attributable to KCATA's non-performance of its duties herein.

38. COMPLETE FTA REQUIRED CONTRACT CLAUSES

A. **Architect-Engineer Rights and Responsibilities.**

1. **Professional Responsibility.**

a. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

b. Neither KCATA's review, approval or acceptance of, nor payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to KCATA in accordance with applicable law for all damages to KCATA caused by the Consultant's negligent performance of any of the services furnished under this Contract.

c. The rights and remedies of KCATA provided for under this Agreement are in addition to any other rights and remedies provided by law.

d. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2. **Design Within Funding Limitations.**

a. The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract for the construction of the facilities designed at a price that does not exceed

the estimated construction price set forth in the work order. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the work order. However, the Consultant shall not be required to perform such additional services at no cost to KCATA if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

b. The Consultant will promptly advise KCATA's project manager if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, KCATA will review the Consultant's revised estimate of construction cost. KCATA may, if it determines that the estimated construction contract price set forth in the work order is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in the work order, or KCATA may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, KCATA shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

c. Distribution of Drawings and Documents. Both parties to this Agreement understand that KCATA may distribute drawings, specifications or other documents to federal agencies or other transit agencies. Both parties to this Agreement understand and agree that any element of design or specifications taken out of the design concept for which it was originally intended by anyone other than the Consultant will relieve the Consultant of any liability for the altered design.

B. **Changes to Federal Requirements.** Consultant shall at all times be aware and comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the Master Agreement between the Authority and FTA (ref: MA 34 dated November 26, 2025), as they may be amended or promulgated from time to time during the term of this Contract. Consultants' failure to so comply shall constitute a material breach of this Contract. Consultant agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subconsultants who will be subject to its provisions.

C. **Debarment and Suspension Certification.**

1. The Consultant shall comply and facilitate compliance with U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. §§ 180.220 and 1200.220 , and any amendments thereto, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131).

2. The Consultant, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's "System for Award Management -- Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.

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

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

D. **Disadvantaged Business Enterprise (DBE) Requirements.** KCATA's DBE program is based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. See Article 12 for

KCATA's Diverse Business Enterprise Requirements.

E. **Disclaimer of Federal Government Obligation or Liability.** The Consultant, and any subconsultants acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Consultant, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subconsultant who will be subject to its provision.

F**. Environmental Regulations.**

1. **Clean Air.** The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401-7671q *et seq.* The Consultant agrees to report, and to require each subconsultant at every tier receiving more than $100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

2. **Clean Water.** The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1388 *et seq*. The Consultant agrees to report, and require each subconsultant at every tier receiving more than $100,000 from this Contract to report, any violation of these requirements resulting from any project implementation activity to KCATA. The Consultant understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office

3. **Energy Conservation.** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Consultant agrees to include the requirements of this clause in all subcontracts under this Contract.

G. **Federal Tax Liability and Recent Felony Convictions.**

1. The Consultant affirmatively represents and certifies that:

   a. The Consultant does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

   b. The Consultant was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.

2. Consultant is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

3. The Consultant agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subconsultants (at all tiers).

H. **Fraud and False or Fraudulent Statements Or Related Acts**

A. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Consultant certifies and affirms the truthfulness and accuracy of any statement it has made, it makes or may make pertaining to the project covered

under this Contract. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose penalties under 18 U.S.C. § 1001 if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract and under 49 U.S.C chapter 53 or any other applicable law.

3. The Consultant agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions

I. **Incorporation of Federal Transit Administration Terms.** The provisions in this Contract include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Consultant agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subconsultants who will be subject to the provision.

J. **Lobbying Restrictions.**

1. The Consultant is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, as amended; 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) and 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 13532, as amended. The Consultant agrees to comply with this requirement throughout the term of the Contract.

2. The Consultant agrees to include these requirements in all subcontracts at all tiers exceeding $100,000 and to obtain the same certification and disclosure from all subconsultants (at all tiers).

K. **National Intelligent Transportation System Architecture and Standards.** The Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required 23 U.S.C. § 517(d), unless an exemption is obtained, and Consultant agrees to apply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal requirements.

L. **Seismic Safety.** The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, "Seismic Safety", 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117. and will certify to compliance to the extent required by the regulation. The Consultant agrees to ensure that all work performed under this contract, including work performed by a subconsultant, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

M. **Small Business Enterprise (SBE) Requirements.** KCATA's SBE program is based on the requirements of Title 49, Code of Federal Regulations, Part 26, and this Contract is subject to those regulations. See Article 12 for KCATA's Diverse Business Enterprise Requirements.

Consultant's Initials _____ KCATA's Initials _____

KCATA's Initials _____

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

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.

2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Consultants may stay at the hotel of their choice but will be reimbursed no more than a maximum daily amount allowed by current GSA (CONUS) rates for the Kansas City area unless the Consultant obtains prior written authorization from KCATA.

3. **Meals:** The **actual costs** of meals, including tips of generally 15-18%, will be reimbursed up to a maximum of $75 per person a day (based on 2026 General Service Administration daily rates for the Kansas City metropolitan area). Alcoholic beverages are **not** an eligible reimbursable expense. Allowance for meals will be adjusted for first and last day of travel.

4. **Incidentals:** General Service Administration (GSA) reimbursement rate for incidentals is $5 per day (tips to porters, hotel staff, etc.).

5. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.

6. **Telephone:** If applicable, project-related, long-distance business calls will be reimbursed.

7. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.

8. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Consultants should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.

9. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson, and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at the current rate established by the Internal Revue Service.

ATTACHMENT C
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;

   d. Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; and

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

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

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

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

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

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

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

A. RACIAL/ETHNIC

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

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

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

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

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

B. JOB CATEGORIES

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

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

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

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

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

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

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

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

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

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

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

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

State of _____

County of _____

_____ _____
Name and Title of Person Signing Respondent Name

The above-named individual being first duly sworn, deposes and says that he or she is an authorized representative of the above Respondent and that all statements made, and facts set out in this proposal for the above referenced project are true and correct and that the Respondent (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 Respondent is not financially interested in or financially affiliated with any other Respondent 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 F-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIDAVIT OF PRIMARY PARTICIPANT'S COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ. REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 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-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PARTS §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT G-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party Contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT),_____ _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PARTS §§ 180.220 and 1200.220 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT H-1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____day of _____2026.

By_____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____day of _____2026.

By_____
Signature of Authorized Official

_____
Title of Authorized Official

ATTACHMENT I-1
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Primary Participant (name of applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief, that:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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

The Contractor agrees to include these requirements in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT I-2
KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The Lower-Tier Participant (name of applicant for an FTA grant or cooperative agreement, or potential Subcontractor for a major third-party contract), _____ certifies to the best of its knowledge and belief that:

1. The Lower-Tier Participant does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and if there is a federal tax liability that it is being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of the felony criminal violation under any Federal law within the preceding twenty-four (24) months.

Contractor is described as any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association.

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

THE LOWER-TIER PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUBCONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 48 CFR PARTS 1, 22 AND 52 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT J
LETTER OF INTENT TO SUBCONTRACT
(Required only if subcontracting with diverse firms)

Request for Qualifications (RFQ) F26-7037-39A

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

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

_____

_____

DIVERSITY CERTIFICATION: _____ DBE _____ SBE _____ MBE _____ WBE _____ SLBE

CERTIFYING AGENCY(IES): _____

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

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

_____	_____
Signature: Prime Contractor	Signature: Subcontractor
_____	_____
Print Name	Print Name
_____	_____
Title Date	Title Date