REQUEST FOR PROPOSALS (RFP) F26-5017-34B

KCATA PURCHASE OF NEW LAPTOP COMPUTERS

Date: November 17, 2026

Contact: Parmeet Binner, Procurement Buyer

Telephone: 816-346-0334

Email: pbinner@kcata.org

November 17, 2026

Request for Proposals (RFP)F26-5017-34B
New Laptops

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting proposals from qualified vendors to provide new laptops. The laptops to be supplied must meet the qualifications and specifications detailed in Section 2, "Scope of Services". KCATA anticipates awarding a six (6) month contract.

Project Diversity Goal.

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

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

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email only to Parmeet Binner at pbinner@kcata.org with the RFP number in the Subject line. Questions and requests for clarifications will be received until **2:00 p.m. Central Time on November 24, 2026.** If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. Central on** December 18, 2026. **See Section 3.2 for submittal instructions.**

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

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

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

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

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

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

Request for Proposals (RFP) F26-5017-34B

New Laptops

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

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

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

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

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

_____

_____

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

____ 4. We do not provide the services on which Proposals are requested.

____ 5. Other: _____

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

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

_____ _____

FIRM NAME SIGNATURE

SECTION 1
PROPOSAL CALENDAR

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

Questions, Comments and Requests for Clarifications Due to KCATA ..... November 24, 2026
2:00 p.m. Central Time

Request for Approved Equals ..... November 24, 2026
2:00 p.m. Central Time

KCATA's Response to Questions, Comments and Requests for Clarification ..... November 30, 2026

RFP Closing ..... December 18, 2026
2:00 p.m. Central Time

Interviews (Tentative and if required) ..... December 28, 2026

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

SECTION 2
SCOPE OF SERVICES

2.1 Introduction

Kansas City Area Transportation Authority (KCATA) requests proposals from qualified vendors to supply laptop computers for a company-wide laptop refresh project. Proposals should include pricing and specifications for 5 different laptop models in accordance with the requirements and specifications outlined in the Scope of Work. Release of this RFP solicitation does not compel the KCATA to purchase.

The quantities indicated in this RFP (Pricing Table 1) are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The KCATA makes no guarantees about single order quantities or total aggregate order quantities.

2.2 Scope of Services

1. Project Overview

    a. The purpose of this engagement is to procure, configure, and deploy a new fleet of laptops to various user groups within the organization. The vendor will provide required specifications and information for five distinct laptop models aligned to defined user personas. (See Table 2.3) The user experience should be uniform among the different laptop models and, except for the rugged device, should be similar in form and function. All devices must support touch screen functionality and be fully compatible with Dell monitors (model P2424HEB) that include integrated docking station features (USB-C/Thunderbolt docking through monitor). All laptops must meet the minimum required specifications and the additional minimum required specifications for each identified model.
    b. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer.

2. User Groups and Device Requirements
    a. ALL USERS: Minimum Required Specifications
        i. Laptops in all groups must include these features and meet these minimum key specifications:
            1. Windows 11 Pro
            2. Touch screen display
            3. USB-C/Thunderbolt support for monitor-based docking (compatible with Dell P2424HEB monitor)
            4. Enterprise-grade WiFi and Bluetooth capabilities
            5. 8MP IR Camera and Microphone (supporting integrated biometric authentication)
            6. AC Adapter
            7. Support for enterprise management tools (e.g., Intune, SCCM, etc.)
            8. Full System Warranty, 3 years
            9. Accidental Damage Service and Support, 3 years
            10. 24 X 7 Technical Support, 3 years
        ii. Required Ports
            1. Universal Audio Port
            2. USB 3.2 Gen 1 Type-A with PowerShare
            3. RJ-45 Ethernet (1Gbps)
            4. HDMI 2.1
            5. USB 3.2 Gen 1 Type-A
            6. Thunderbolt 4 with Power Deliver and DisplayPort 1.4 (USB Type-C) X 2
            7. *Built-in ports preferred, may substitute USB-C Adapters for required ports if necessary.

b. General Users
    i. General corporate users requiring reliable, everyday business computing.
    ii. Additional Minimum Required Key specifications:
        1. Mid-range business-class processor (Intel Core Ultra 5 335, intel Core i5, etc.)
        2. 16GB RAM
        3. 256 GB SSD Hard Drive
        4. 14” WUXGA Touch Display
        5. Standard durability/features

c. Executive Users
    i. These devices are intended for mobile, high-visibility users requiring premium performance and portability.
    ii. Additional Minimum Required Key Specifications:
        1. Lightweight and ultra-portable form factor
        2. High-performance processor, Intel Core Ultra 7 365 vPro or equivalent
        3. 32 GB RAM
        4. 512 GB SSD Hard Drive
        5. 14” IPS Touch display (optional 13” touch display)
        6. Long battery life (minimum 10 hours typical use)
        7. Enhanced durability/features – designed for portability.

d. Finance Users
    i. These devices are intended for users performing data-intensive work requiring numeric efficiency and strong processing performance. They must include a 10-key keyboard feature and should be sufficiently powerful to handle large spreadsheets, finance, and budget applications with an emphasis on performance over portability.
    ii. Additional Minimum Required Key Specifications.
        1. High-performance processor (Intel Core Ultra 5 335 or equivalent)
        2. 32 GB RAM
        3. 512 GB SSD Hard Drive
        4. 15” or 16” WUXGA Display (**Optional** Touch Display)
        5. Built-in 10-key numeric keypad (mandatory)
        6. Standard business-class durability

e. Power Users
    i. These devices support advanced workloads such as analytics, development, engineering tools, graphic design, GIS, and/or virtualization. Emphasis on performance and compatibility with advanced programs and tools. Typical power users include graphics design, planning and scheduling, operational analytics, and information technology.
    ii. Additional Minimum Required Key Specifications
        1. High-end processor (Intel Core Ultra 7 366H vPro or equivalent)
        2. 64GB RAM
        3. 512 GB SSD Hard Drive
        4. 14” FHD+ Touch Display
        5. Advanced Graphics Capabilities

f. Ruggedized Users
    i. Users working in rugged environments such as maintenance shops, in and around fleet vehicles, or field service.
    ii. Additional Minimum Required Key specifications
        1. Ruggedized or semi-rugged laptop (MIL-STD-810H compliant or equivalent)
        2. 13” or 14” Touch screen (glove-capable preferred)
        3. 16 GB RAM
        4. 256 GB SSD Hard Drive
        5. Spill-resistant keyboard

6. Enhanced durability for vibration, dust, and temperature extremes
7. USB-C docking compatibility for use with Dell monitors where feasible (adapter acceptable if natively unsupported)

2.3 Technical Specifications Table

Required Specifications	User Group Device Specifications				
	General	***Executive***	***Finance***	***Power***	***Ruggedized***
Processor	Series 3 Intel® Core™ Ultra 5 335 vPro® (8 cores, up to 4.6 GHz, 47 TOPS NPU)	Intel Core Ultra 7 365 vPro (49 TOPS NPU, 12 MB cache, 8 cores, up to 4.8 GHz)	Series 3 Intel(R) Core(TM) Ultra 5 335 vPro(R) (8 cores, up to 4.6 GHz, 47 TOPS NPU)	Intel Core Ultra 7 366H vPro(18MB, 16 cores (484), 16 threads, up to 4.8 GHz Turbo, up to 80W Turbo Power)	Intel® Core™ Ultra 5 125U vPro (12 Cores, up to 4.3 GHz) Processor
Operating System	Windows 11 Pro	Windows 11 Pro	Windows 11 Pro	Windows 11 Pro	Windows 11 Pro
Graphics Card	Integrated Intel(R) Graphics, 4Xe with Intel(R) Core(TM) Ultra 5 335, vPro(R) CPU	Intel Integrated Graphics for Intel Core Ultra 7 365 vPro processor, 32 GB LPDDR 5x memory	Integrated Intel(R) Graphics, 4Xe with Intel(R) Core(TM) Ultra 5 335, vPro(R) CPU	Intel Core Ultra 7 366H vPro Integrated Graphics 4Xe	Intel® Core™ Ultra 5 125U (12 MB cache, 12 cores, up to 4.30 GHz, 15W), Intel Integrated Graphics
Display	14", WUXGA (1920x1200), Touch, 400nit, 100% sRGB, Anti-Glare, Low Blue Light	14" ,WQXGA, IPS Touch, 400 nits,SLP, 100% sRGB, AG, ComfortView Plus, 8MP + IR MIPI Cam	16", WUXGA (1920x1200), Non-touch, 400nit, 62.5% sRGB, Anti-Glare, FHD+IR Cam	14" FHD+ Touch, 400nit, IR 8MP Cam, Mic, WLAN	14" Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 1100nit, Low Blue Light, IR camera, Passive Pen
Memory	16GB, 1x16GB, DDR5, up to 5600 MT/s	32 GB LPDDR5x, up to 8533 MT/s, dual-channel (onboard)	32 GB: 1 x 32 GB, DDR5, 5600 MT/s, single channel	64 GB LPCAMM2, 8533 MT/s, dual-channel	16GB DDR5 (2x8GB) 5600 MT/s, Non-ECC SoDIMM
Storage/Hard Drive	256 GB SSD, TLC	512 GB, TLC SSD	512 GB SSD	512 GB SSD, Gen 4	256GB M.2 2230 SSD Gen4x4 TLC
Bluetooth	Qualified against Bluetooth® Core 6.0	Qualified against Bluetooth® Core 6.0	Qualified against Bluetooth(R) Core 6.0 wireless Card	Intel BE211 WLAN Driver, Qualified against Bluetooth® Core 6.0	Wireless Intel AX211 Wireless with Bluetooth
Base Warranty	3 Years	3 Years	3 Years	3 Years	3 Years
Support Services	7x24 Technical Support, 3 Years	7x24 Technical Support, 3 Years	7x24 Technical Support, 3 Years	7x24 Technical Support, 3 Years	7x24 Technical Support, 3 Years
Keyboard	English (US) Mini-LED backlit keyboard	English US battery-saving mini LED backlit Copilot hotkey zero-lattice keyboard	English (US) Mini-LED backlit keyboard with numeric keypad	English US backlit Copilot key keyboard, 79-key	English US Rugged RGB Single Point backlit Copilot key keyboard
Ports	2 Thunderbolt™ 4 (40 Gbps) port with Power Delivery &	2 Thunderbolt™ 4 (40 Gbps) with DisplayPort™ Alt Mode/USB Type-	2 Thunderbolt™ 4 (40 Gbps) port with Power Delivery &	2 Thunderbolt™ 4 (40 Gbps) ports with Power Delivery and	1 headset (headphone and microphone combo) port

	DisplayPort™ 2.1 (USB Type-C™) 1 USB 3.2 Gen 1 (5 Gbps) Type-A port with PowerShare 1 USB 3.2 Gen 1 (5 Gbps) Type-A port 1 HDMI 2.1 port - 4K at 60Hz 1 Global Headset Jack 1 RJ-45 Ethernet port (1Gbps)	C/USB4/Power Delivery ports 1 USB 3.2 Gen 1 (5 Gbps) with PowerShare port 1 HDMI 2.1 port 1 headset (headphone and microphone combo) port	DisplayPort 2.1 (USB Type-C™) 1 USB 3.2 Gen 1 (5 Gbps) Type-A port with PowerShare 1 USB 3.2 Gen 1 (5 Gbps) Type-A port 1 HDMI 2.1 port - 4K at 60Hz 1 Global Headset Jack 1 RJ-45 Ethernet port (1Gbps)	DisplayPort™ 1 USB 3.2 Gen 1 (5 Gbps) port with PowerShare 1 USB 3.2 Gen 1 (5 Gbps) port 1 HDMI 2.1 port 1 RJ45 (1 Gbps) Ethernet port 1 Global headset jack	1 USB 3.2 Gen 1 (5 Gbps) port 1 USB 3.2 Gen 1 port with PowerShare 1 Thunderbolt™ 4/USB 4 Type-C® with Power Delivery 1 Thunderbolt™ 4/USB 4 Type-C® with Power Delivery port (optional) 1 HDMI 2.1 port 1 RS-232 Serial Port 1 RJ45 Ethernet port, 1GbE 1 Optional I/O bay (Choose from: RJ45 (1GbE) Ethernet port/USB 3.2 Type-A port/Serial port/Fischer USB port)
Slots	1 wedge-shaped lock slot	1 wedge-shaped lock slot	1 Wedge-shaped lock slot	1 wedge-shaped lock slot	1 microSD-card slot 1 nanoSIM-card slot (for computers shipped with WWAN support) 1 wedge-shaped lock slot 1 Smart-card reader slot
Camera	FHD RGB HDR + IR Camera, 1080p at 30 fps, Presence Detection, TNR, Camera Shutter, Microphone	8MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	FHD RGB HDR + IR Camera, 1080p at 30 fps, Presence Detection, TNR, Camera Shutter, Microphone	8MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	FHD RGB IR Camera with Microphone
Wireless	Intel® Wi-Fi 7 BE211, Qualified against Bluetooth® Core 6.0 wireless Card	Wi-Fi 7 BE211	Intel(R) Wi-Fi 7 BE211, Qualified against Bluetooth(R) Core 6.0 wireless Card	Wireless Intel BE211 WLAN Driver	Intel® Wi-Fi 6E AX211 wireless card, 2x2, 802.11ax, Bluetooth® 5.3

Battery	3-cell, 57 Wh, ExpressCharge and ExpressCharge Boost Capable	3-cell, 60Wh, ExpressCharge(TM), ExpressCharge(TM) Boost	3-cell, 57 Wh, ExpressCharge Boost capable battery, 1-yr limited hardware warranty	4 cell, 72Whr, ExpressCharge(TM) capable, standard battery	3 Cell 53.5 Whr ExpressCharge Capable Battery

2.4 Services to be Provided by the Vendor

a. Procurement and delivery of all devices.
b. Optional imaging and configuration services based on company-provided standards.
c. Optional Asset tagging and inventory reporting.
d. Project timeline and delivery schedule adherence.
e. Other accessories such as a stylus, travel dock, travel case/bag, keyboard, mouse, etc. may also be included as optional items.

2.5 Deliverables

a. Final device selection list with detailed specifications.
b. Per-model pricing and volume discount structures.
c. Delivery and deployment plan, including logistics and scheduling.
d. Optional value-add features, functionality, and/or services.
e. Warranty documentation.
f. Support escalation process.

2.6 Evaluation Criteria

a. Ability to meet or exceed technical requirements
b. Total cost of ownership, including support and warranties
c. Delivery timelines and capacity for rollout
d. Vendor experience with similar enterprise deployments
e. Quality of proposed devices
f. Service offerings and flexibility including optional features and enhancements

2.7 Supplemental – <u>Information Only</u>

a. Monitor/Docking Station Specifications: KCATA recently completed a computer monitor refresh. All laptop models identified in this proposal must be fully compatible with these Dell monitors with built-in USB-c/Thunderbolt Docking station capabilities.
    i. DELL P2424HEB (Connectivity Specifications)
        1. 1 x USB 3.2 (Type-C; upstream; 90W; DP Alt Mode)
        2. 1 x USB 3.2 (Type-C; Gen1; 5Gbps; downstream; 15W)
        3. 1 x USB 3.2 (Type-B; Gen1; 5Gbps; upstream)
        4. 2 x USB3.2 (Type-A; Gen 1; 5Gbps; downstream)
        5. 1 x Ethernet RJ45 (Wake on LAN; PXE Boot; MAC address pass-thru)
        6. 1 x HDMI 1.4
        7. 1 x DisplayPort 1.2 (out with MST)
        8. 1 x DisplayPort 1.2 (H)
        9. 1 x 3.5 mm Audio Out
        10. High-bandwidth Digital Content Protection (HDCP) 2.2
    ii. DELL P2425H (paired with DELL P2424HEB for dual monitor configuration)

SECTION 3
PROPOSAL INSTRUCTIONS

3.1 General Information

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

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

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

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

3.2 Proposal Submissions

A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CT on December 18, 2026.** Proposals received after the time specified may not be considered for award.

B. **Proposal Delivery**.

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

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

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

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

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

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

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

3.3 Reservations

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

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

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

3.4 Proposer's Responsibilities

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

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

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

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

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

3.5 Authorization to Propose

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

3.6 Withdrawal & Incomplete Proposals

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

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

3.7 Modification of Proposals

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

3.8 Unbalanced Proposals

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

3.9 Protests

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

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

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

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

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

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

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

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

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

3.10 Disclosure of Proprietary Information.

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

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

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

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

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

3.11 Diverse Business Enterprise Requirements

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

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

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

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

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

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

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

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

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

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

D. There is no diversity goal established for this project.

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

3.12 Approved Equals

1. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer. ***All requests for approved equals shall be received in writing by no later than November 24, 2026 by 2:00pm CST.***

2. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Bidders may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.

3. When an approved equal is requested, the Bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc. to enable the KCATA to determine whether the Bidder's product is or is not equal to specifications.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

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

4.2 Proposal Format

A. Volumes shall be submitted in the following order:

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

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

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

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

4.3 Volume 1 – Price Proposal

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

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

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

D. Elements of the Price Proposal include:

- Attachment C: Price Proposal

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

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

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

4.4 Volume 2 – Technical Proposal

A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.

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

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

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

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

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

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

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

   b. Location of business operations.

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

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

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

address, fax number(s) and date.

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

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

5. Project Manager and Key Personnel Experience and Qualifications.

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

   b. Include any special knowledge skills and abilities you believe are required for this project, including;

      i. Ability to meet or exceed technical requirements
      ii. Total cost of ownership, including support and warranties
      iii. Delivery timelines and capacity for rollout
      iv. Vendor experience with similar enterprise deployments
      v. Quality of proposed devices
      vi. Service offerings and flexibility including optional features and enhancements

      Also include what percentage you foresee each person on the team will be dedicated to the project. This should include all planned contractors and staff to be included in the project.

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

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

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

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

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

6. Project Approach, Management and Organization.

   a. This section should demonstrate the experience, skills, and qualifications of Proposer to perform management and oversight of KCATA's laptop refresh program according to the requirements

specified herein. Present the management approach to be followed and the management techniques required for implementation and control of laptop purchasing and delivery. If applicable, state how project staff will be supported by regional or national staff.

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

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

7. Exception and Omissions.

a. **Exceptions.**

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

2) Contract Terms and Conditions.

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

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

(c) Include the redlined document in Volume 2.

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

4.5 Volume 3 – Contractual

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

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

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

2. To begin, you must set up an account at https://kcata.diversitycompliance.com where you will be given a temporary password. A confirmation email will be sent with 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 Carla Mann, KCATA's Community and Employee Engagement Specialist at (816) 346-0208 or via email at cmann@kcata.org.

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

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

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

3. Employee Eligibility Verification.

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

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

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

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

   e. This form is renewable annually.

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

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

6. 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.

b. The Bidder 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 Bidder 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.

7. Lobbying.

a. The Proposer 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.

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

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

8. 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 that to the best of its knowledge and belief that:

1) 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

2) 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 in all subcontracts at all tiers, regardless of value, and to obtain the same certification and disclosure from all subcontractors (at all tiers).

4.6 Proposal Evaluation Criteria

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

1. **Technical Specifications.** Proposer's equipment specifications, features, warranties and support. Proposer shall show adherence to bid specifications and requirements.

2. **Technical Experience.** Proposer's performance record with emphasis on awarding to only established, reputable distributors and dealers. Vendor experience with similar enterprise deployments. Proposers experience with customer satisfaction. Vendor Value-Add options.

3. **Price Proposal.** Pricing and other factors affecting KCATA's total cost for the purchase and delivery of new laptops is considered fair and reasonable and within a competitive price range. Proposers total cost of ownership, including support and warranties.

4. **Post Award Process.** Proposer shall provide a description of what the process will look like if they are to be awarded. Provide a delivery timeline and what each step of the timeline would look like. Proposer shall also demonstrate their client relationship strategy.

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

4.7 Presentations/Interviews/Written Responses

Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified. Interviews will be held virtually through Microsoft Teams.

4.8 Contractor Selection

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

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

4.9 Contract Award

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

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

- Volume 1: Price Proposal – Attachment C

  - ✓ Attachment C Price Proposal

- Volume 2: Technical Proposal

- Volume 3: Contractual

  - ✓ Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
  - ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
  - ✓ Attachment F Non-Collusion Form (Prime Contractor Only)
  - ✓ Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
  - ✓ Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification (only if using subcontractors)
  - ✓ Attachment H-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
  - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
  - ✓ Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
  - ✓ Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
  - ✓ Attachment J-1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
  - ✓ Attachment J-2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
  - ✓ Attachment K Request for Change or Approved Equals

- Required Documents Provided Separately (Properly Labeled)

  - ✓ Attachment C, "Price Proposal"
  - ✓ Sample Terms and Conditions – Exceptions redlined and in Word format

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

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

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

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated November 17, 2026 and entitled "KCATA Purchase of New Laptop Computers" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the new laptops as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of six (6) months 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.

4. CONTRACT SUM.

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

5. ORDER OF PRECEDENCE

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

A. Specific written amendments or modifications/change orders to the executed Contract;
B. KCATA's Standard Terms and Conditions;
C. Executed Contract and any attachments incorporated by reference; and
D. Contractor's Proposal Response; and
E. KCATA's RFP and Scope of Work/Specifications, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

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

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

CONTRACTOR'S NAME
(CONTRACTOR)

By _____
Name
Title

KANSAS CITY AREA TRANSPORTATION
AUTHORITY (KCATA)

By _____
Bridgette Williams
Chair, Board of Commissioners

By _____
Gregory Goheen
Legal Counsel, Board of Commissioners

APPENDIX B
SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF MATERIALS – NO RELEASE

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

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

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

6. CHANGES

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

adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

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

1. Contractor must prohibit:

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

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

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

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

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

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

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

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

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

C. **Equal Employment Opportunity.**

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

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

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

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

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

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

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

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

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

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

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

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTRACTOR'S PERSONNEL

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

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

10. CONTRACTOR'S RESPONSIBILITY

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

11. DELIVERY

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

12. DISPUTE RESOLUTION

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

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

13. DIVERSE BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

15. 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.

16. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

17. GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

18. HEADINGS

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

19. INDEPENDENT CONTRACTOR

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

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

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 Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation) policies, shall name KCATA, its commissioners, officers, and employees as Additional Insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).

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

1. Contractual liability coverage is applicable; and

2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds on the policies covered by the certificate; using this specific wording: ***Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as***

respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.

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

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

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

1. **Workers' Compensation**:

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

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

2. **Commercial General Liability**:

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

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

3. **Umbrella or Excess Liability**

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

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

21. LIABILITY AND INDEMNIFICATION

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

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

C. **Indemnification.**

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

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

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

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

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

22. LICENSING, LAWS, AND REGULATIONS

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

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

23. NOTIFICATION AND COMMUNICATION

A. Communications regarding technical issues and activities of the project after contract award shall be exchanged with Bryan Beck, KCATA's Senior Director of IT, at (816) 346-0302 or via e-mail at bbeck@kcata.org.

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

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

If to Contractor: _____
_____
_____

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

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

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 Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.

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

C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged, or destroyed before final delivery to KCATA, the Contractor

shall replace them at its own expense, and the Contractor assumes all risks of loss, damage, or destruction of or to such material.

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

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

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

25. 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.

26. PROHIBITED WEAPONS AND MATERIALS

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

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

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

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

E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens

another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

27. RECORD RETENTION AND ACCESS

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

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

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

28. REQUESTS FOR PAYMENT

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

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

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

D. **Subcontractor Payments.**

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

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

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall

notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.

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

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

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

29. RIGHT TO OFFSET

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

30. SEAT BELT USE POLICY

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

31. SERVICE MANUAL / WIRING SCHEMATICS

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

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. SUBCONTRACTORS

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

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

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

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

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

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

3. The following provisions if included in this Contract:

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

Changes in Federal Requirements
Conflicts of Interest (Organizational)
Debarment and Suspension
Disadvantaged Business Enterprise Requirements (DBE)
Disclaimer of Federal Government Obligations or Liability
Environmental Regulations
Federal Tax Liability and Convictions
Fraud and False or Fraudulent Statements or Related Acts
Incorporation of FTA Terms
Lobbying
Prohibition on Restricted Telecommunications and Surveillance Equipment
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 Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.

C. **Termination for Default.**

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

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

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

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

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

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 Contractor agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

37. UNAVOIDABLE DELAYS

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

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

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

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

38. WARRANTY

A. The Contractor agrees that equipment, materials, or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor/manufacturer gives to any customer of such equipment, materials, or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to KCATA by any other clause in this Contract.

B. The Contractor warrants to KCATA, that all products, equipment, and materials furnished under this Contract will be of highest quality and new unless otherwise specified by KCATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by KCATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment, and materials. Further, at a minimum, all such products, equipment or materials must be merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.

C. The work must be of safe, substantial, and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of three (3) year after final payment by KCATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost to KCATA.

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

39. COMPLETE FTA REQUIRED CONTRACT CLAUSES

A. **Changes to Federal Requirements.** Contractor 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. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor 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 subcontractors who will be subject to its provisions.

B. **Debarment and Suspension Certification.**

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

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

C. **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 13 for KCATA's Diverse Business Enterprise Requirements.

D. **Disclaimer of Federal Government Obligation or Liability.** The Contractor, and any subcontractors 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 Contractor, 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 subcontractor who will be subject to its provision.

E. **Employee Protections.**

1. **Veterans Employment Preference.** Contractors working on a federally funded capital project shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. § 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

F. **Environmental Regulations.**

1. **Clean Air.** The Contractor 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 Contractor agrees to report, and to require each subcontractor 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 Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1388 *et seq*. The Contractor agrees to report, and require each subcontractor 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 Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office

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

4. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than $10,000.

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

1. The Contractor affirmatively represents and certifies that:

   a. 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; and

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

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

3. 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).

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor 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 Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor 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 Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The Contractor 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 subcontractors who will be subject to the provision.

J. **Lobbying Restrictions.**

1. The Contractor 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 Contractor agrees to comply with this requirement throughout the term of the Contract.

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

K. **Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Contractor represents that it is and will be compliant at all times with 2 C.F.R. § 200.216 and will not provide telecommunications and/or video surveillance services or equipment to the KCATA in the performance of any contract, subcontract or other contractual instrument resulting from a solicitation or RFP that have been manufactured by a supplier (including any subsidiary or affiliate of those entities) that is considered prohibited or not approved under this regulation. This statute is not limited to entities that use end-products produced by those companies; and also covers the use of any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

L. **Trafficking in Persons.** Contractor and its subcontractors or their employees shall not: 1) engage in severe forms of trafficking in persons during the Contract Term; b) procure a commercial sex act during the Contract Term; or c) use forced labor in the performance of the Contract. Contractor shall inform KCATA immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. KCATA may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the KCATA.

Contractor's Initials _____ KCATA's Initials _____

KCATA's Initials _____

ATTACHMENT C
PRICE PROPOSAL PAGE 1 OF 2

Request for Proposals (RFP) F26-5017-34B **Project Name: KCATA New Laptops**

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

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

PRICING TABLE 1

REQUIRED ITEMS

ITEM NO.	USER GROUP	MANUFACTURER AND MODEL	QTY	UNIT PRICE	EXTENDED PRICE
1.	General		80	$	$
2.	Executive		20		
3.	Finance		10		
4.	Power		15		
5.	Ruggedized		10		
				TOTAL	**$**

OPTIONAL ITEMS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
			$	$
			TOTAL	$

Anticipated Delivery Time After Receipt of Order		DAYS

NOTE: Please attach a full technical specification description of the laptop being quoted.

PRICING TABLE 2: OTHER REQUIRED PRICING

The bidder must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFQ. Unless stated in this Pricing Section, the KCATA shall assume that absolutely no other fees, expenses or charges, will be assessed to the KCATA whatsoever in connection with the products/services provided herein and to satisfy the RFQ requirements

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DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		TOTAL	**$**

ATTACHMENT C – PRICE PROPOSAL PAGE 2 OF 2

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

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

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

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

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

STATE OF _____

COUNTY OF _____

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

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

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

1. Contractor must prohibit:

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

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

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

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

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

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

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

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

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

KCATA AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE (PAGE 2)

C. **Equal Employment Opportunity.**

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

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

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

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

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

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

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

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

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

D. 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)

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

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

_____

Affiant's Signature Date

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

_____

Notary Public Signature Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

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

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

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

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

B. JOB CATEGORIES

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Certifying Official

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

ATTACHMENT F
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ _____
Name and Title of Person Signing Proposer Name

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

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

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

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

_____
Notary Public

My Commission Expires: _____

(Seal)

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

_____
Affiant's signature

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

_____
Notary Public

My Commission expires: _____ (Seal)

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

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

_____
Affiant's signature

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

_____
Notary Public

My Commission expires: _____ (Seal)

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

ATTACHMENT H-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 H-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 I-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 I-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 J-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 J-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 K
REQUEST FOR CHANGE OR APPROVED EQUAL

KCATA RFP #F26-5017-34B
NEW LAPTOPS

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date as specified.

Request #: _____ Solicitation Ref: _____ Page: _____ Section: _____

Requesting Company: _____

Questions/Clarification or Approved Equal: _____

_____

_____

_____

_____

_____

_____

Procuring Agency: _____

_____

_____

_____

_____

_____

_____

_____
Signature of Authorized KCATA Representative

_____