KC STREETCAR AUTHORITY™

REQUEST FOR PROPOSALS (RFP) #26-KCSA-10

KC STREETCAR OPERATIONS AND MAINTENANCE SERVICES

Date: October 16, 2026

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October 16, 2026

Request for Proposals (RFP) #26-KCSA-10
Management and Operation of Fixed Route Transit Services Kansas City Streetcar Authority

The Kansas City Streetcar Authority ("KCSA") is soliciting proposals from transit service contractors with at least five years of experience on similar projects to operate and maintain the Kansas City Streetcar System ("KC Streetcar System"). The KC Streetcar System encompasses a 6.5-mile system, inclusive of the 2.2-mile starter-line, 3.5-mile Main Street Extension (opened October 2025), and the .7-mile Riverfront Extension (opened May 2026). This solicitation is seeking operation and maintenance services for the entire 6.5-mile system.

The City of Kansas City, Missouri (City) owns all of the project property, vehicles, equipment and other assets. The KCSA serves as the overseer and administrator for managing the day-to-day operations and maintenance (O&M) of the Streetcar. The KCSA and City will award, and KCSA will oversee and administer, the O&M contract. This RFP has been issued in order to competitively procure such services. This procurement will be coordinated with the City and Kansas City Area Transportation Authority (KCATA) Procurement Departments and will be undertaken in compliance with City and Federal Transit Administration (FTA) competitive procurement requirements.

The services of the O&M contractor ("Contractor") solicited through this RFP will begin at the conclusion of the existing Operations and Maintenance contract term, which expires April 30th, 2028, unless an earlier date is agreed.

This will be multi-step procurement process with final selection based on technical and cost criteria. Proposals are requested from all interested and experienced contractors. Contractors found to be most qualified to successfully operate and maintain the Streetcar will be invited to interview. Following interviews, the most qualified contractor(s) may be asked to provide cost and additional technical information. This information will be evaluated and negotiations initiated leading to best and final offers (BAFO) and a contract award. The contract is anticipated to include five years of revenue operations, with options for 5 additional years of revenue operation.

Proposers should note that updates and/or revisions to supporting documents will be posted at www.kcstreetcar.org.

Pre-Proposal Conference. A pre-proposal conference will be held **November 5, 2026 at 10:00 a.m. central.** The conference will be held via Zoom and is not mandatory. Interested proposers are encouraged to attend and should contact Nial Champ via email at finance@kcstreetcar.org to confirm attendance and request a meeting invitation. Staff will also be on-site at this time for firms that are interested in touring the facility. Firms that would like to tour the facility, but are not available during the pre-proposal conference may make an appointment by contacting Nial Champ.

Pre-Proposal Questions. Follow up questions (technical, contractual, or administrative) must be directed in writing via email to Nial Champ via email at finance@kcstreetcar.org. Questions and requests for clarifications will be received until **2:00 p.m. central November 12, 2026.** If required, KCSA's response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals as stated in the RFP **no later than 2:00 p.m. central December 22, 2026.** To receive a secure link to upload proposals, email Nial Champ via email at finance@kcstreetcar.org expressing interest in proposing. Upon notice of interest, KCSA will provide a secure link.

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.

The submission of a proposal shall constitute a firm offer for one hundred eighty (180) days from the date of closing. This RFP does not commit the KCSA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. The proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

The KCSA 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 KCSA. Should KCSA and the selected Contractor not be able to come to an agreement in negotiations, KCSA reserves the right to enter negotiations with any qualified contractors through this process.

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 KCSA Board of Directors and the City.

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 the Kansas City, Missouri City Council, any member of KCSA's Board of Directors or any employee of KCSA (excluding Procurement) during the period beginning on the date of proposal issue and ending on the date of the selection of a Contractor. Any such contact would be grounds for Proposer disqualification.

NO PROPOSAL REPLY FORM

KC Streetcar Operations & Maintenance Services

To assist 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 Nial Champ, KCSA's Financial Manager, via email at Finance@kcstreetcar.org.

This information will not preclude receipt of future invitations.

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

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SECTION 1: PROPOSAL CALENDAR

RFP Advertised and Issued ..... October 16, 2026

Pre-Proposal Conference..... November 5, 2026
10:00 a.m. Central Time

Pre-Proposal Virtual Meeting Information: Zoom Meeting
https://kcstreetcar-org.zoom.us/j/86066811242?pwd=9J7UW0RmR8bV8di4sJxEMO4uKeOkBV.1
Meeting ID: 860 6681 1242
Passcode: 823012

Questions, Comments and Requests for Clarifications Due to KCSA ..... November 12, 2026
2:00 p.m. Central Time

KCSA's Response to Questions, Comments and Requests for Clarification ..... November 19, 2026

RFP Closing .....December 22, 2026
2:00 p.m. Central Time

Evaluations/Interviews (Tentative and if required) .....January 2027

SECTION 2: KC STREETCAR PROJECT BACKGROUND AND SUMMARY

2.1 Purpose

The Kansas City Streetcar Authority (KCSA) is issuing this Request for Proposals (RFP) to procure a qualified contractor to provide Operations and Maintenance (O&M) services for the KC Streetcar system. This RFP establishes the scope of work, proposal requirements, evaluation criteria, and procurement schedule for the next O&M contract, which will succeed the current agreement with Herzog Transit Services, Inc. (HTSI).

The City of Kansas City, Missouri (City) owns all the project property, vehicles, equipment and other assets. The KCSA serves as the overseer and administrator for managing the day-to-day operations and maintenance (O&M) of the Streetcar. Part of the KCSA's responsibility is to secure the services of a contractor to operate and maintain all aspects of the KC Streetcar System. The KCSA and City will award, and KCSA will oversee and administer, the O&M contract. This RFP has been issued in order to competitively procure such services. The Kansas City Area Transportation Authority (KCATA) is the regional transit authority for the Kansas City metropolitan area and will support procurement on behalf of KCSA and the City. This procurement will be coordinated with the City Procurement Department and will be undertaken in compliance with City and Federal Transit Administration (FTA) competitive procurement requirements.

2.2 Background & Overview

The KC Streetcar system is a modern streetcar developed and operated in the heart of Kansas City, Missouri. The 2.2-mile starter-line opened in 2016 (service between the River Market and Union Station). The 3.5-mile Main Street Extension (MSE) opened in October 2025 (extending service south to UMKC). The .7-mile Riverfront Extension (RFE) opened in May 2026 (extending service north to Berkley Riverfront). The full system (approximately 6.5 miles) operates as a single route with all regularly scheduled trips from UMKC to Riverfront.

The Streetcar fleet includes fourteen (14) CAF Urbos 3 100% low-floor streetcars. Streetcar vehicles were designed for a normal revenue service maximum speed of 42 mph and a minimum service life of 30 years. Streetcars are electrically (750VDC) powered by an overhead contact system ("OCS").

The KC Streetcar operates primarily on surface streets with tracks embedded in a concrete track slab. Streetcars operate in combination of mixed traffic and transit exclusive right-of-way. Streetcars obey applicable traffic signs and regulations including signal indications. In addition, there are several locations where Streetcar movements require protection by a Streetcar-specific train signals.

Streetcar stops include platforms with simple sheltered areas, level boarding, lighting and real time arrival information. Curb side stops are designed to be shared with the local bus system. A few platforms include enhanced stops with more substantial canopies, longer boarding platforms, etc.

Further details on Streetcar assets are included in the Appendix.

The project's capital and operating costs are funded through the voter-approved Main Street Rail Transportation Development District (TDD) and a mix of local and federal funds (for capital).

The City owns all of the Streetcar property, assets and infrastructure including stops, streetcar vehicles, tracks, signals, maintenance facilities, overhead contact system, and traction power substations. The project is largely developed within City street right-of-way or on City secured and owned property (e.g., Vehicle Maintenance Facility, Midtown Annex). Although the City is owner and developer of the Streetcar project, in keeping with the Agreement between the City, TDD and KCSA, the KCSA has been appointed to oversee the operations and maintenance of the Streetcar. The KCSA and City will award and KCSA will oversee and administer the Contract that is the subject of this RFP. The FTA (as capital grant funder) will also be involved in oversight of operations and maintenance of the system to ensure federally funded assets are properly used and maintained.

2.2.1 Main Street Rail Transportation Development District (TDD)

The Kansas City Downtown Streetcar TDD (the "Starter Line TDD") was formed for the downtown starter line in 2013 and The Kansas City Main Street Rail TDD (the "Main Street Rail TDD") was formed for the combined starter line and extension in 2017. Qualified voters within the Main Street Rail TDD approved its formation 2017 and a subsequent election in 2018 approved the local funding necessary for the MSE extension. Voter approval set the levies that generate local revenue to fund:

- City-backed debt service until it has been retired.
- Operations and maintenance costs.
- Local match for FTA grant funds.

The RFE extension to Berkley Riverfront has separate funding and O&M obligations are be made by Port KC to the KCSA.

2.2.2 Kansas City Streetcar Authority

The KCSA was formed in August 2012 as a non-profit corporation in the State of Missouri. The KCSA's goal is to ensure "commercial and residential stakeholder input and garnering professional assistance in the day-to-day management and operation of the City's mass transit system". The Agreement approved in 2012 and amended in 2017 (Second Amended and Restated Streetcar Agreement) governs the cooperative relationship among the KCSA, TDD and City.

The Agreement spells out the KCSA responsibilities for overseeing the operation and maintenance of the Streetcar. It requires the KCSA to "Require that the Streetcar System is operated and maintained in a manner consistent with industry standards and all applicable federal, state and local laws and that portrays the City in a positive light". The selected Contractor will be responsible for operating and maintaining the Streetcar in keeping with the requirements in this agreement.

2.3 Current O&M Contract

The current O&M contract is held by Herzog Transit Services, Inc. (HTSI) and is overseen and managed by KCSA. The current contract terms expire on April 30, 2028. Services solicited through this RFP will begin at the conclusion of the existing Operations and Maintenance contract term, unless an earlier date is agreed.

2.4 Procurement & Contracting

This procurement is conducted by KCSA in accordance with its procurement policies and applicable Federal Transit Administration (FTA) requirements, including FTA Circular 4220.1F. This will be multi-step procurement with final selection based on cost and other factors as outlined in Section 5. Proposals with technical experience and qualifications are requested from all interested and experienced contractors.

Contractors found to be most qualified to successfully operate and maintain the Streetcar will be invited to interview. Following interviews, the most qualified contractor(s) may be asked to provide cost and additional technical information. This information will be evaluated and negotiations initiated leading to best and final offers (BAFO) and a contract award. The KCSA and City anticipate awarding one O&M contract. The contract is anticipated be a five-year base contract with options for an additional five years of operations.

RFP documents and updates / revisions will be posted on the KC Streetcar website (www.kcstreetcar.org).

SECTION 3: SCOPE OF WORK

3.1 Scope Term

The selected contractor shall provide comprehensive Operations and Maintenance services for the KC Streetcar system over the term of the agreement. The Contractor is expected to provide appropriate staff and supporting services for all needs associated with the reliable, safe operations and maintenance of the streetcar system. Appendix A includes a listing of system assets.

The scope is for a five-year base service contract with options for additional five-year terms.

Anticipated Base Contract Term:
Year 1: May 1, 2028 – April 30th, 2029
Year 2: May 1, 2029 – April 30th, 2030
Year 3: May 1, 2030 – April 30th, 2031
Year 4: May 1, 2031 – April 30th, 2032
Year 5: May 1, 2032 – April 30th, 2033

Additional System Expansion: The selected Contractor will be expected to support future additional system expansions advanced during the term of this agreement, subject to an executed contract amendment approved by all parties.

3.2 Streetcar Operations

The Contractor will be directly responsible for all Streetcar O&M at the performance and quality levels established in the O&M contract. KCSA may require changes to the scheduled service at its discretion. Such revisions may be one-time, temporary, or long-term in nature. Base service levels are provided in Appendix B. The Contractor will monitor operating performance and make recommendations regarding operational changes to KCSA.

The Contractor is responsible to ensure that streetcars operate safely and on-time using appropriately trained and qualified personnel. Reliable, on-time performance is an important factor in attracting riders. The Contractor shall stress service reliability and proactively monitor and manage the streetcar service so as to maximize schedule adherence and minimize delays, missed trips and service disruptions. The Contractor is responsible for maintaining daily operations reports / logs, monthly operations reports and ongoing operations data (for example: daily revenue/non-revenue miles, daily revenue/non-revenue hours, scheduled service, service delays, missed service, etc.).

The Contractor will be responsible for operations control functions and road supervisor / response functions. The Contractor will be responsible for all dispatching, communication and supervising activities and will implement processes and procedures for all such functions. Examples of these functions include but are not limited to:

- Provision of qualified managerial and supervisory personnel during all revenue service hours
- Monitoring and maintaining adherence to the streetcar operating schedules
- Communication with operators, supervisors, and other field staff
- Operational control of the system to ensure safe, reliable operation
- Recovery from delays to bring service back to schedule and implementation of other service restoration techniques
- Coordination with the City on right of way issues, stop issues, clearing of accidents or vehicles blocking the streetcar line, etc.
- Coordination with the Kansas City Police Department, the Kansas City Fire Department and KCSA provided contract security on safety and security issues

The Contractor is expected to coordinate with other transit providers (e.g. KCATA, Johnson County Transit) particularly at shared streetcar and bus stops.

KCSA and project partners will supply the communications and operations software including the following. The Contractor is responsible for supporting and maintaining these systems as needed by KCSA and the City.

- O&M personnel radio system for communications across the team
- On-board and back end automatic vehicle location / computer aided dispatch (AVL / CAD) system (currently using Swiftly AVL / CAD OnBoard App)
- Automated passenger counters (APCs)
- Data feed and management platform for real-time arrival (RTA) signs at stops
- Passenger information and trip planning applications (combination of Swiftly, TransitApp, etc.)
- Operations scheduling and GTFS publishing applications (managed by KCSA)
- Fare collection system(s) (not currently in place)

3.3 Plans, Policies, Procedures & Rulebook

The Contractor is responsible for managing and implementing system plans and Standard Operating Procedures (SOPs) required for the safe and efficient operation and maintenance of the system. Documents should be clear, easily understood, and published in a convenient form. The Contractor is responsible for periodic updating, and document control, to reflect system or procedure changes – subject to joint review and execution.

Plans and SOPs should conform to industry and American Public Transportation Association (APTA) / FTA standards and align with OEM standards. Documents will be transferred to KCSA in original electronic formats (native files) after each revision, and at the end of the contract period. Existing system plans and policies include the following:

- Public Transportation Agency Safety Plan (PTASP)
- System Security and Emergency Preparedness Plan (SSEPP)
- Operations and Maintenance Plan (OMP)
- Facilities Maintenance Plan
- Fleet Maintenance Plan
- Hazardous Materials Communication Program
- Drug and Alcohol Policy
- Rider Ban Policy
- Cybersecurity Plan
- Rulebook
- Standard Operating Procedures (SOPs)
- Test & Observation Guide
- Track Access Manual
- Training Plan
- Speed Map
- Transit Asset Management Plan
- Roadway Worker Protection Program

3.4 Maintenance of the System and Assets

The Contractor shall implement comprehensive preventive and corrective maintenance programs to keep systems in a state of good repair in accordance with manufacturer recommendations and the requirements of approved maintenance plans. The Contractor may, subject to approval of the KCSA, subcontract for certain streetcar maintenance services. All intended subcontractors shall be identified in the Contractor's Proposal along with information regarding the subcontractor's qualifications and background.

The Contractor will be responsible for cleaning, servicing, storing and maintenance of the streetcar vehicles and equipment. The Contractor is responsible for conducting preventative maintenance, including any maintenance required by OEMs to ensure warranty compliance of all KC Streetcar system assets. The Contractor will maintain the VMF and connecting yard, system support facilities, equipment, guideway, tracks and power systems. The Contractor is required to use and maintain the spare parts inventory.

The Contractor is responsible for trash, snow, and ice removal at facilities, station stops, and within the guideway. The Contractor is responsible for landscaping of KC Streetcar property.

- Streetcar Vehicles (Fleet) - The Contractor is responsible for maintaining the cleanliness (interior and exterior) of all KC Streetcar vehicles in the fleet. The Contractor is responsible for daily interior cleanings of Streetcars. The Contractor will be responsible for inspecting, maintaining, and conducting repairs to Streetcar vehicles, in keeping with manufacturer recommendations and procedures. Any deficiencies that render a Streetcar vehicle out of service shall be repaired immediately.
- Streetcar Stops - The Contractor shall inspect, clean and maintain all streetcar stops. The Contractor should oversee, and clean streetcar stops daily, including zero-tolerance for graffiti. The Contractor is responsible for daily trash removal from stops.
- Guideway and Track - The Contractor will be responsible for inspecting, maintaining, conducting preventive maintenance and repairing track and all associated components, in keeping with industry standards, manufacturer recommendations and the track maintenance section of the Facilities Maintenance Plan. The Contractor shall be responsible for the maintenance of the track slab. Adjacent pavement shall be maintained by the City.
- Power Systems - The Power System consists of all substations, substation sites, electrical connections and the Overhead Contact System (OCS). The contractor will be responsible for inspecting, maintaining, and conducting preventive maintenance and repair of all Streetcar power systems, and equipment and components. Work will be done in keeping with the Facilities Maintenance Plan.
- SCADA System - The SCADA system provides information related to substations, overhead power, and train control. The contractor is responsible for using and maintaining the system. The fiber network is provided and maintained by the City.
- Support Equipment - The Contractor is responsible for maintenance of all fixed and portable support equipment, including test equipment, required to perform the streetcar maintenance. Additional detail on support equipment is provided in the Exhibits.
- Facilities - The Contractor shall be responsible for repair, maintenance, and custodial services associated with the VMF campus and Midtown Annex. The Contractor is responsible for maintaining the cleanliness and building maintenance of the interior and exterior of support facilities. This includes the buildings and grounds at each location. The Contractor is responsible for maintaining HVAC and building management systems. The contractor will be responsible for proper storage of materials, adequate safety and security procedures, and building management. The Contractor will be responsible for Safety Data Sheet (SDS) documentation. Shop equipment is to be utilized in accordance with the manufacturer's instructions and may not be modified without approval. The Contractor is responsible for hand tools.
- Parts & Inventory - The Contractor will order and supply the necessary spare parts for the streetcars and other facilities and equipment. The Contractor is responsible for maintaining existing and future spare parts and inventory. The Contractor will set up and operate the storeroom(s) and parts storage areas. The Contractor is required to procure, store and issue the support inventory necessary for the provision of Streetcar O&M. It is the Contractor's responsibility to manage the inventory and replenish as required, including timely procurement of long-lead-time items. The Contractor is required to control and secure the inventory and to provide appropriate tracking and ordering systems that are integrated with the Contractor's maintenance management system. At the conclusion of the contract, the Contractor shall provide a transferrable inventory of all parts, tools, and equipment owned by the system.

The Contractor is responsible for maintaining all KC Streetcar system assets included in exhibits to the highest quality. A more detailed description of system assets is included in Appendix A.

The Contractor should indicate which Maintenance Management System (MMS) it intends to use to manage and track Streetcar maintenance activities including parts, work orders, maintenance tracking functions, etc. The Contractor shall use the MMS to track and document preventative maintenance, defects, corrective maintenance issues, and open and closed items. The MMS should be used to track steps taken to resolve issues, trend analysis for maintenance, and asset condition. In addition, the Contractor shall use the MMS for tracking and documenting completed inspections.

The Contractor is responsible for effective administration and management of the warranty program for the Streetcar system and all assets and facilities. Responsibilities include tracking warranty status and requirements, effective identification of warranty and non-warranty work, and optimization of warranty periods. The warranty administration

database may be integrated with the MMS, as appropriate. The Contractor will ensure that all eligible warranty claims are processed so that the KCSA and the City may take full advantage of eligible warranties.

3.5 Safety and Security

The system has an adopted Public Transportation Agency Safety Plan (PTASP) and System Security and Emergency Preparedness Plan (SSEPP) that are updated annually with KCSA, the City, and the O&M Contractor. The Contractor shall participate in and adhere to plans, as well as participate in annual updates and modifications to the system's safety and security program.

The Contractor is responsible for implementing a safety and security program that adheres to the PTASP, State Safety Oversight (SSO), FTA guidance, and KCSA and City requirements. The Contractor's Safety and Security Director (or representative) will serve on the system's Safety and Security Review Committee (SSRC) as well as support the system's Employee Safety Committee, safety and security (and emergency) reporting and documentation, hazard log management and resolution, etc. The Contractor may have additional representation on the SSRC.

3.6 System Track Access & Roadway Worker Protection

The Contractor is responsible for Track Access Training and coordination with the City on the Track Access program to ensure safe work zones and operations on the system. Track Access Permits are issued by the City with KCSA and Contractor concurrence prior to issuance. The Contractor is responsible for ensuring roadway worker safety and aligning with the system's Roadway Worker Protection program. The Contractor should hold monthly Track Access Training and Roadway Worker Protection program training monthly, at a minimum. Per hour and/or per session rates for flagging, additional track access training, and additional roadway worker protection training courses will be included in contract negotiations.

3.7 Emergency Response

The safety and security of riders, employees and the public is the highest priority in the Streetcar operation. The Contractor will adhere to emergency procedures in keeping with safety and security plans subject to the approval of KCSA and City and will train all personnel on effective emergency response and provide familiarization training for local first responders including KCPD and KCFD. The Contractor will coordinate on a regular basis with emergency services and will support and coordinate periodic emergency drills.

The Contractor is responsible for immediate response in all operational emergencies, including power outages, derailment, collision, or any condition that blocks or delays service.

3.8 System Security

KCSA holds contracts with the Kansas City Policy Department (KCPD) and contract security services (Titan Security) for deployment on the system and at KC Streetcar facilities. The Contractor will be responsible for coordinating with third parties including KCPD and contract security services. Contractor staff are responsible for supporting the security of the system including communicating unusual conditions, securing facility perimeters and access control, and securing data and networks against cybersecurity attacks.

3.9 Drug and Alcohol Testing Program

The Contractor shall develop and implement a written Drug and Alcohol Testing program that is in full compliance with all FTA and Federal Regulations including 49 CFR Parts 655 and 40. A general description of this program shall be submitted with the proposal. The Contractor's Drug and Alcohol Testing Program must be specific to the Kansas City Streetcar.

To the extent permitted by law, KCSA should have access to test results and other documentation that the Contractor's General Manager has access to. All confirmed positive drug and alcohol tests will be reported to the Contractor's Drug and Alcohol Program Manager, the General Manager and the KCSA.

3.10 Staffing and Personnel

The Contractor shall fully staff all positions and describe its staffing, hiring and training program in the proposal including an organizational chart as part of the proposal. Proposers will describe their plans for managing the O&M contract and maintaining quality services. The contractor shall provide qualified, dedicated on-site management personnel.

The Contractor shall provide qualified management personnel to meet all requirements in this RFP. The Contractor's management staff will have full responsibility for and be held accountable for meeting the specifications and requirements of this RFP and subsequent Contract between the parties. All Managers proposed by the Contractor shall be subject to KCSA approval prior to their appointment. KCSA will assess the candidate's technical competency, prior experience, availability, and education, along with other factors in determining if the candidate is suitable for the position in Kansas City.

KCSA's defined organizational chart for the O&M Contractor is included in Appendix C. This organizational chart includes key personnel / management positions as well as operations and maintenance personnel numbers. Key personnel must be available and on-site for two years post implementation of the contract, unless otherwise negotiated.

Contractors may propose an alternative organizational chart and justify their proposal in their approach. The Contractor must ensure that staff are properly trained, directed and overseen throughout the Contract. The Contractor must provide sufficient, available and trained personnel to ensure the reliable operation of service, including when regularly scheduled staff members are unavailable due to vacation, holidays, sick time, and other reasons. The Contractor must also be able to ensure the reliable operation for special events as requested by KCSA and / or for additional service as requested by KCSA.

Proposers should outline a transition approach and schedule should a transition of any level (either in management by an existing Contractor, key personnel transitions/organizational chart modifications, or overall transition with a new Contractor) be identified. The transitions approach and strategy shall demonstrate how the Contractor will assume full O&M responsibility, and/or make organizational changes by April 30, 2028, with no degradation of revenue service, safety performance, or regulatory compliance.

3.10.1 Personnel Policies

The Contractor shall provide all labor, administrative, professional and supervisory personnel and implement appropriate personnel and Human Resources policies. All employees of the Contractor shall be under its sole direction and not employees or agents of KCSA or the City. KCSA has the right to demand removal of any personnel furnished by the Contractor with notice and explanation.

It is anticipated that the Contractor and/or their approved subcontractors will employ all streetcar system operations and maintenance personnel under the O&M Contract. The Contractor will be responsible for all employee relations and any and all detailed employee and Human Relations policies regarding the Contractor's employees. Contractor's plans for complying with appropriate requirements including drug and alcohol testing, certifications, maintenance employees dealing with potential hazardous materials, training and re-training, dealing with accidents, employee issues, complaints, etc. are to be described in the proposal and in SOPs developed.

The Contractor shall maintain up-to-date records on all hiring, training, certification, and disciplinary actions associated with the Streetcar contract. This information shall include hiring date, in-service date, name and ID number, DMV license checks, jurisdiction of residence, and detailed training records. Specific supervisor training records shall also be maintained. Contractor shall also maintain records of employee reviews, complaints and resulting disciplinary actions, and retraining linked to complaints or issues.

The contractor shall provide human resources and labor relations management for all contracted positions, including recruitment, employee relations, discipline, and compliance with applicable labor law and any collective bargaining obligations.

The Contractor shall grant KCSA access to and copies of the records of any employee of the Contractor or any subcontractors upon request. Such records are to include but not be limited to: timekeeping, drug and alcohol testing results, qualifications, training, certifications, motor vehicle operator license records and criminal records

The Contractor must provide uniforms and appropriate safety protection equipment for employees. KCSA places great importance on the professional appearance and conduct of Streetcar employees. The Contractor must have a uniform policy that provides a professional uniform to all O&M employees. Uniforms will require concurrence of KCSA.

KCSA and the City will provide badge access and management across streetcar facilities. It is the responsibility of the Contractor to retrieve system access (keys, badges, uniforms, vests, and all KC Streetcar property) upon termination or separation with employees.

3.10.2 Training

The Contractor shall have a training program and implement training and certification programs for operators, supervisors, maintenance personnel, management and other employees. The Contractor is responsible for ensuring that O&M staff have the technical capabilities to operate and maintain the system. The Contractor is responsible for monitoring rules compliance of Contractor staff. The Contractor shall make employees available for expansion or special orientation sessions by KCSA.

3.10.3 O&M Management

KCSA requires a full-time dedicated General Manager (GM) and other key personnel on the management team. Any assignments or modifications of managers from those originally accepted by the KCSA shall not be implemented until approved by the KCSA. KCSA approval is a prerequisite prior to such individual beginning work under the Contract.

Management positions are outlined on the organizational chart included in Appendix C. Contractors may propose an alternative organizational chart with modified management positions and justify their proposal in their approach.

The GM and the other Managers shall work cooperatively with the KCSA's Contract Representative in matters of assuring service quality and providing operations data. The management team shall be available to meet with the KCSA Board and Staff, the City and appropriate citizen or stakeholder committees as necessary, or as determined by the KCSA.

The GM shall always be available in person or by phone during the operating day. Contact information of the GM and managers (and or subcontractors) shall be available in the event of an after-hours emergency, and shall be reachable on a 24-hour basis. Appropriate management support should always be available to respond in person to any emergency or accident involving extensive property damage or injuries during or after the operational hours of the Streetcar.

All management positions will be required to be filled at the nearest opportunity after a vacancy, out-of-service status, long-term leave, or any other factor affecting fulfillment of duties. All managerial positions must be formally redesignated and filled with a full-time equivalent after 30 days.

3.10.4 Labor Relations and Agreements

The Contractor is responsible for all labor agreements associated with the Contractor's contract with the KCSA and City for Streetcar O&M. All Contractor operations and maintenance activities must be performed in compliance with the employee protective arrangements certified under Section 13(c) of the Federal Transit Act (49 U.S.C. § 5333(b)) applicable to KCSA's and the City's federal transit assistance, including but not limited to preservation of collective bargaining rights and protections against the worsening of employees' positions.

A labor agreement is currently being negotiated between Herzog Transit Services, Inc (HTSI) and Teamsters Local 955. If a bargaining agreement specific to the Kansas City Streetcar operation is reached prior to the conclusion of this procurement, details of the agreement will be included in an addendum.

3.11 Customer Service

The KCSA places a priority on high quality customer service for the Streetcar. The Contractor shall provide and maintain a high-quality customer service, train employees, establish programs and procedures, and receive and respond to customer complaints, etc. as requested by KCSA. Ongoing provision of customer service will be coordinated closely with the KCSA.

- Rider Assistance - The Contractor and contractor employees and subcontractors shall at all-time treat customers with respect and courtesy. The Contractor shall develop training programs and be highly sensitive to persons needing assistance. All such programs and procedures shall also incorporate applicable regulations and programs for assisting passengers with special needs.
- Rider Alerts and Notifications - KCSA has implemented the Elerts online platform for real time monitoring of passenger notifications including safety, security, or maintenance alerts. The Contractor is required to manage the platform, intake notifications, and deploy staff and security resources as needed.
- Rider Comments, Inquiries, and Complaints - The Contractor is required to investigate and respond (if requested by KCSA) to any complaints, whether received directly or referred to the contractor by KCSA or the City. KCSA places great importance upon the timely and thorough resolution of passenger complaints. The Contractor will document all complaints received and the resolution of the complaints. Reports shall be provided to the KCSA on any and all complaints and their resolution.
- Lost and Found - The Contractor shall operate a Lost and Found function/location for storage and recovery of lost articles for the convenience of customers and publicize the policy for customers.
- Rider Satisfaction Surveys - The Contractor will conduct bi-annual rider satisfaction and demographic surveys using a method and questionnaire approved by KCSA.
- Marketing & Public Information - KCSA is responsible for marketing and external communications. The Contractor will coordinate and support efforts as requested. The Contractor shall be responsible for the installation and removal of approved information posted inside streetcars, at station stops, etc.
- Call Center / Main Phone Line – KCSA is responsible for managing the main phone line (or alterative call center).
- Media Events - The Contractor shall provide streetcars and operators as KCSA may from time-to-time specify for promotional events and photographs and shall ensure that such uses do not result in any impact to scheduled service.
- Media Inquiries - The Contractor shall refer all media inquiries and requests to KCSA. Data and support may be requested from the Contractor for KCSA to respond to media inquiries.

3.12 Oversight and Audits

All Streetcar facilities and infrastructure operated and maintained by the Contractor are subject to review and /or audits by the KCSA, the City, State Safety Oversight (SSO) and FTA as are financial and other operating and maintenance records related to the Contract. The Contractor is responsible for assuring that the system assets are used and maintained in compliance with their intended purpose. The Contractor is responsible for forwarding copies of internal and SSO oversight audits to the KCSA and addressing any deficiencies associated with the audit in writing to the KCSA's Contract Representative, which submittal shall include an action plan with implementation schedule for correcting such deficiencies quickly, completely, effectively, and efficiently.

3.13 Pass Through Expenses

The Contractor will be responsible for managing and paying the actual costs of the items listed below. The cost of these items will be a direct reimbursement to the Contractor and must be individually described and costs documented on each monthly invoice submitted to the KCSA.

- Spare parts expenses
- Costs of repairs that are above and beyond regularly required servicing and maintenance. The Contractor is to consult with KCSA before beginning any significant unforeseen repair work.
- Cost of system modifications and/or improvements directed by KCSA that are above and beyond the regularly required servicing and maintenance.

3.14 Reporting and Records

The Contractor is responsible for complying with records reporting and retention requirements under 49 CFR § 671.51 and 49 CFR Part 673. The Contractor shall be required to submit reports as prescribed below and in the Contract and maintain all project records and have such data available for KCSA review upon request. The Contractor shall permit KCSA, City, SSO and FTA authorized representatives to examine, audit, and analyze all data and records related to the project.

The Contractor shall collect and retain data and perform surveys to be used in assimilating information needed to monitor the streetcar transit service and ridership and respond to any and all KCSA, City State, and/or Federal reporting requirements.

Contractor will assist in the preparation of the KCSA annual capital and operating budgets by providing data on estimated costs or cost changes, and maintain complete documentation of all financial transactions as required by the KCSA.

3.14.1 Monthly Operations Report

The Contractor will describe their plan for ensuring that timely monthly reports are provided to the KCSA and City in keeping with the O&M contract. The Contractor must meet and adhere to all Streetcar Performance Measures established by the Contract and report the result of these measures (and others) in a Monthly Operations Report. KCSA reserves the right to amend performance measures to improve Streetcar performance and maintain full compliance with KCSA goals and with federal provisions.

3.14.2 Monthly Financial Report

Contractor will also submit a monthly financial report itemizing and describing all expenses incurred under the contract including those that are pass through or direct reimbursable expenses. The report will provide data for the current month and year to date. Excel reports will supplement PDF reporting and invoicing.

3.14.3 National Transit Database (NTD) Reporting

Contractor will be responsible for collecting FTA NTD data and other pertinent system, ridership, maintenance and performance data and related information and will assist KCSA and the City in submission of NTD reports and will be responsible for full compliance with current NTD reporting requirements. The Contractor will be responsible for assisting and supporting KCSA & the City with required automated passenger count (APC) validations.

The Contractor's plans for collecting, verifying and submitting data in a timely and compliant manner are to be described. Backup documentation from the Contractor shall be provided upon request and Contractor shall attest to its accuracy, responding to questions as necessary.

3.15 Fare System

KCSA does not charge a fare to ride the KC Streetcar system. However, the Contractor may be requested to provide information on fare and revenue collection systems should KCSA change this policy in the future. The Contractor should be prepared to support the maintenance and management of a fare payment system should one be implemented.

3.16 Coordination with Stakeholders and Other Agencies

Contractor shall work closely with KCSA and will meet at regular intervals with KCSA to coordinate and review service issues. Contractor will coordinate shared streetcar and bus stops with the KCSA, KCATA and / or other bus service providers.

The Contractor's General Manager and/or his authorized representative shall be responsible for supporting all intergovernmental relations efforts involving KCSA, as directed. Contractor shall, as directed by KCSA, coordinate closely with affected City and downtown organizations on service matters that affect Streetcar operation such as road closures, events, inclement weather, etc.

The Contractor shall, as directed by KCSA, attend City, public or other applicable meetings to provide information concerning the streetcar system.

3.17 Performance Metrics

The Contractor is expected to meet the performance standards negotiated including but not limited to staffing fulfillment, schedule and service fulfillment, preventative maintenance obligations, etc. The Contractor will report monthly on their compliance with each of the performance standards and payment adjustment calculations will be made individually for each performance standard. Monthly payments will be adjusted based on the aggregate of the adjustments for each individual standard.

SECTION 4: PROPOSAL INSTRUCTIONS

4.1 General Information

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 "Offeror" are also used interchangeably.

In cases where communication is required between Proposers and the KCSA, such as requests for information, instruction, and clarification of the scope of services, such communication shall be forwarded in writing directly to Nial Champ at finance@kcstreetcar.org by the indicated deadline. The subject line of electronic communications must reference this RFP (KC Streetcar 2026 O&M Services).

Submitting a proposal constitutes a firm offer for one hundred and eighty (180) days from the closing date.

KCSA 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.

4.2 Proposal Submissions

Interested proposers should state their interest via email to Nial Champ, Finance Manager, at finance@kcstreetcar.org no later than December 15, 2026. Upon stated interest, KCSA will email interested proposers a secure link where Proposers can upload submittal documents.

Proposals must be received with all required submittals no later than 2:00 p.m. central on December 22, 2026. Proposals received after the time specified may not be considered for award.

Following submission, Proposers shall email Nial Champ, Finance Manager, at finance@kcstreetcar.org to confirm receipt. All communication should reference this RFP (KC Streetcar 2026 O&M Services).

4.3 Reservations

KCSA 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 solicitation if it is in the best interest of the Authority. KCSA shall be the sole judge of what is in its best interest with respect to this RFP.

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

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

4.4 Proposer's Responsibilities

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; and

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

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

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.

4.5 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.

4.6 Withdrawal and Incomplete Proposals

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

Incomplete proposals may render the proposal non-responsive.

4.7 Modification of Proposals

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

4.8 Unbalanced Proposals

KCSA 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.

4.9 Protests

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

1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, via e-mail to KCSA's Finance Manager (finance@kcstreetcar.org), 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 KCSA, via e-mail to KCSA's Finance Manager (finance@kcstreetcar.org), no later than five (5) days after the bid closing date.

3. **Post-Award**. Post-Award protests must be received by the Authority, via e-mail to KCSA's Finance Manager (finance@kcstreetcar.org), no later than five (5) days after the date of the Notice of Intent to Award.

KCSA shall respond within five (5) days from the date of the request. If the protester is not satisfied with the response, the protester may appeal via email to KCSA's Executive Director within five (5) days from the date of the Finance Manager's response.

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

By written notice to all parties, KCSA's Finance Manager 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.

4.10 Disclosure of Proprietary Information

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 clearly indicating "Proprietary Information" in red text at the bottom of the page (at least 16-pt red font).

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 KCSA 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 KCSA reserves the right to release any documents if the KCSA determines that such information is a public record pursuant to the Missouri Sunshine Law.

4.11 General Federal, State, and Local Requirements

The contract will incorporate all applicable FTA and other federal, state, and local requirements, including but not limited to safety and security program requirements, drug and alcohol testing program requirements, and other applicable federal clauses.

4.12 Compliance Requirements

It is the policy of the U.S. Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts under this solicitation. The Contractor shall not discriminate based on race, color, national origin, or sex in the award and performance of subcontracts under this contract, and shall include the nondiscrimination assurance required under 49 CFR § 26.13(b) in each subcontract it executes.

On October 3, 2025, USDOT issued an Interim Final Rule (IFR) fundamentally restructuring the DBE program nationwide, eliminating prior race- and sex-based presumptions of social and economic disadvantage and requiring reevaluation of all existing DBE certifications under new, individualized eligibility standards. As of the issuance of this RFP, DBE goal-setting and the counting of DBE participation toward contract or overall goals remain suspended nationally pending completion of that reevaluation process by the applicable Unified Certification Program. KCSA will confirm the current status of this reevaluation with the Missouri and Kansas Unified Certification Programs prior to RFP release and periodically thereafter. Accordingly, the following applies:

1. This RFP does not establish a specific DBE contract goal at this time.
2. If the suspension described above is lifted and KCSA establishes a specific DBE contract goal for this contract prior to the proposal due date, KCSA will issue that goal, along with associated requirements (e.g., good faith effort documentation), to all proposers of record via formal addendum.
3. If the suspension remains in effect as of the proposal due date, the resulting contract will incorporate KCSA & City DBE Program requirements as then in effect, and the Contractor shall comply with any DBE contract goal and

associated requirements subsequently established by KCSA once the suspension is lifted, without requiring a formal contract amendment, provided such requirements are consistent with 49 CFR Part 26 as then in effect.

4. Regardless of the status of goal-setting, the Contractor shall comply with all DBE Program requirements not subject to the current suspension, including but not limited to: maintaining and submitting a bidders list in accordance with 49 CFR § 26.11(c); prompt payment of subcontractors in accordance with 49 CFR § 26.29; and the prohibition on terminating or substituting a DBE subcontractor without KCSA's prior written consent, consistent with 49 CFR § 26.53(f), for any DBE subcontract entered into under this contract.

DBE Program requirements applicable to this contract are subject to change based on ongoing federal rulemaking and the reevaluation process described above. KCSA will communicate any material changes to proposers of record prior to the proposal due date via addendum, and will incorporate final requirements into the executed contract.

4.13 Insurance

KCSA will provide raill liability insurance for the system and include the selected Contractor as a named insured. The rail liability insurance will at a minimum include a $10 million per occurrence / $20 million in total aggregate coverage including operations and maintenance of the rail property and vehicles and third-party bodily injury and property damage liability. The Contractor will not be responsible for any self-insurance retention or deductibles associated with the KCSA provided Rail Liability Insurance (or equivalent insurances). KCSA will insure the VMF, maintenance of way facility, physical assets at stations, OCS, and traction power substation system. The City will insure the Streetcars under the City's inland marine policy, with the City being responsible for any self-insurance retention or deductibles or other costs associated with damage or replacement.

The Contractor will be responsible for carrying the following insurance liability coverage, at a minimum:

1. Commercial General Liability —Bodily Injury and Property Damage to include Products and Completed Operations:
    a. $1,000,000 Each Occurrence
    b. $2,000,000 General Aggregate (per project)
    c. 1,000,000 Personal and Advertising Injury
    d. $50,000 Fire Damage
    e. $5,000 Medical Expenses
    f. $1,000,000 Products Completed Operations Aggregate 2 Years (Completed Operations) Blanket Contractual Liability Coverage
2. Commercial Auto Liability
    a. Bodily Injury and Property Damage: $1,000,000 Combined Single Limit
3. Worker's Compensation and Employers Liability
    a. State: Missouri — Statutory
    b. Employer's Liability: Bodily Injury by Accident — $1,000,000 Each Accident
    c. Bodily Injury by Disease — $1,000,000 Each Employee
    d. Bodily Injury by Disease — $1,000,000 Policy Limit
4. Umbrella or Excess Liability
    a. Umbrella or Excess Liability Limit: $10,000,000 Each Occurrence and $10,000,000 Aggregate (per project)
5. Professional Liability Insurance
    a. Professional Liability Limit: $1,000,000 Each Occurrence and $1,000,000 Annual Aggregate
6. Pollution Liability
    a. Pollution Liability Limit: $1,000,000 Each Occurrence and $1,000,000 Annual Aggregate

SECTION 5: PROPOSAL SUBMISSION, EVALUATION AND AWARD

5.1 Introduction

The intent of the RFP is to encourage submittals that clearly communicate the Proposers' qualifications to provide the services. 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 consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

5.2 Proposal Format

Volumes shall be submitted in the following order:

- Volume 1: Technical Proposal
- Volume 2: Contractual Documents
- Volume 3: Price Proposal *(not provided with initial submission)*

Proposers shall submit .PDF documents of Volume 1 and Volume 2 at the initial proposal submission. Each volume shall be named with Company Name and Volume Number. For example: "Proposal Firm – Volume 1". Do not include Cost/Price information within Volumes 1 and 2.

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

5.3 Volume 1 – Technical Proposal

The Technical Proposal page limit is 40 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 40 pages. If a Proposer submits a proposal exceeding this limit, KCSA will consider the pages up to the allowable number and discard all subsequent pages.

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).

Documents requested by KCSA (e.g., resumes, safety plan, background information) shall be included as Appendices. 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 (no more than 2 pages per individual)

Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCSA'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.

5.3.1 Proposal Layout

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 Finance Manager, Nial Champ, 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 sub-consultants if included
    b. Location of business operations
    c. Proposed working relationship among firms identified (i.e., Prime, Subcontractor)
    d. Acknowledgement of Receipt of Addenda (if any)
    e. A statement that Project Management and the Key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the key personnel will be removed or replaced without the prior notice to KCSA.

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 sub-consultants 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. Experience and Qualifications of Firm -

    a. This section should demonstrate the Proposer's experience in providing public transportation and specifically rail public transportation. Describe direct experience managing and operating fixed route rail services compliant with Federal and FTA regulations.

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

    c. Provide a listing of all operating locations including mode, the number of vehicles managed/operated, annual trips, and the start and end date of each contract.

    d. Describe corporate resource available and how corporate resources will be utilized - including technical expertise, surge capacity, and specialized repair support.

    e. References - Provide the names, telephone numbers and email addresses of contract liaisons to which the firm reports for all contracts currently active, as well as all contracts ended or terminated within the past five (5) years, including the reasons for the contracts being terminated. The referenced contracts shall be similar in scope, magnitude, and complexity to those contemplated in this RFP.

    f. If utilizing subcontractors, provide three (3) contract references. The referenced contracts shall be similar in scope, magnitude, and complexity to those contemplated in this RFP.

6. Key Personnel Experience and Qualifications -

    a. This section should demonstrate the direct experience, skills and qualifications of the Proposer's

General Manager and other key management personnel in managing and operating services and in meeting client goals, objectives, and schedules.

b. List key personnel that will be associated with this project, including any subcontractors and the subcontractor's proposed work.

a. Provide resumes for the proposed general manager and other key management personnel and discuss the unique qualifications these individuals bring to the project. Provide resumes and references for all key management staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.

7. Program Management

b. Present the management approach to be followed and the management techniques required for implementation and control of the work. Included a minimum:

- Management plan
- Human resources
- Hiring and training
- Personnel and staffing
- Accident and injury prevention
- Document control of system plans, policies, and procedures
- Reporting requirements and data management
- Drug and alcohol testing
- Support fleet and equipment maintenance
- Maintenance and documentation
- Inventory and work order management
- Safety program including Track Access and Roadway Work Protection

c. Describe approach to Operations and Maintenance department structure. Describe and justify any proposed organizational changes (if proposing to deviate from the organizational chart provided in Appendix C). Confirm structure by providing an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.

d. Define and identify the proposed key on-site project staff. Provide resumes and references for all key staff. Indicate whether each has worked in operations similar to what is requested in the RFP and in what capacity they served at these other operations.

8. Approach

a. Proposers should describe operating plan and practices that will be used to ensure safe, quality, and efficient operation service. Particular attention should be given to policies and practices that ensure quality maintenance, safe driving, responsive and efficient reservations and scheduling and dispatching services, the use of extra-board and back-up drivers to ensure coverage and on-time pull-outs, and respectful and quality customer service and treatment of customers by all employees.

b. Indicate how operations and maintenance staff will be recruited, hired, and trained. Considerable emphasis in the evaluation of proposals will be placed on the likelihood of each proposer's ability to attract and maintain a high-quality workforce. If utilizing contracted employees, describe the details of the employment contract.

c. Proposers shall outline how they will implement and abide by safety standards and protocols

consistent with safety requirements by the Federal Transit Administration (FTA).

d. Proposers shall outline the training approach for various positions.

e. Proposers should provide a detailed description of its Subcontractor Utilization Plan.

5.3.2 Exception and Omissions.

1. Exceptions.

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

   b. Proposers should also review the sample terms and conditions (Appendix B) 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 KCSA and Proposer do not reach mutual agreement on any exceptions noted.

2. 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.

5.3.3 Subcontractor Utilization Plan.

a. Subcontractors will require approval by KCSA prior to contract award. If applicable, Proposers shall provide the following information regarding firms that will perform a portion of the work.

- Company name
- Address
- Contact person and title
- Telephone number, facsimile number, and email address
- Indicate if an affiliate or subsidiary of another firm and provide details
- Date business was established and number of years under present ownership/management
- Clearly state the services/role on this project
- Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project
- Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- Provide a current, valid copy of certification documents from an accepted agency, if applicable.

b. Include the following signed and dated certification statement:

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

5.4 Volume 2 – Contractual

5.4.1 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.

5.4.2 Forms Due with Proposal Submission

The following forms are required and must be provided as part of **Volume 2**.

1. KCSA Affidavit of Civil Rights Compliance (Attachment A). 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. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.

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

3. Employee Eligibility Verification (Attachment C1 & C2)

    a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers with a work/contract value of $5,000 or greater.

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

    c. Providers shall submit proof of enrollment. Acceptable proof includes 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 (DHS).

    d. The Proposer shall obtain this affidavit from its subcontractors at all tiers.

    e. This form is renewable annually.

4. Debarment (Attachment D1 & D2)

    a. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."

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

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

5. Lobbying (Attachment E1 & E2)

   a. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.

   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 KCSA'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 KCSA.

6. Federal Tax Liability and Recent Felony Convictions (Attachment F1 & F2)

   a. Pursuant to 48 CFR Parts 1, 4, 9, 12 and 52 the Contractor affirmatively represents and certifies that it, nor any of its directors, officers, principals, or agents:

      1. are delinquent in paying any federal tax liability.

      2. have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; or

      3. have not more than 90 days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

   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).

7. Letter of Intent to Subcontract (Attachment G). This letter is required for each subcontractor that will be utilized on the project and must be signed by both the Prime and the Subcontractor.

8. Non-Collusion Affidavit (H). Required for Prime Proposer only.

9. Receipt of Addenda (I). If any Addendum are issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with said Addendum(s).

5.4.3 Financial Statements (Prime Contractor Only). Financial Condition of the Firm.

The Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCSA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. Financial statements from subcontractors are not required.

5.5 Volume 3 – Price Proposal

Selected Proposers will be asked to submit a Cost/Price Proposal that includes all costs associated with the provision of the services as described in the "Scope of Services" section. Providers are to provide pricing for each Scenario presented. Data provided is estimated and is subject to change. **Do not submit Volume 3 – Price Proposal with the initial submission.**

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. Proposers shall base costs off the service levels provided in Appendix B and the staffing levels provided in Appendix C. Should proposers feel that a revised organizational chart is warranted, the revised staffing levels should be justified in the technical proposal and a secondary pricing scenario should be provided in Volume 3.

Required forms include:

- Attachment H1 Cost/Price Proposal Summary (both excel and PDF format)
- Attachment H2 Detailed Breakout of Costs (both excel and PDF format)
- Attachment H3 Wage Matrix (both excel and PDF format)

Attachments H1-H3 should provided in a separate excel file. Proposers shall complete pricing which follows the structure of the intended contract, a fixed annual Base Fee and Fixed Maintenance Expense, billed in equal monthly installments; an hourly rate for additional service hours requested by KCSA billed on a monthly basis; and monthly billing of reimbursable spare parts and purchases with agreed upon mark-up. Attachment H2 (Detailed Breakout of Costs) shall support the fixed amounts with each position's loaded labor cost per full-time equivalent (FTE) and each non-labor cost. Attachment H3 (Wage and Benefit Matrix) shall state the starting, top-of-range, and expected average wages/salary, overtime or premium pay, and fringe benefit percentage for each position classification; the loaded labor costs on H2 should be consistent with the rates stated on H3.

Each Cost/Price Proposal documents shall be submitted in both excel and PDF format. **No price information is to be included in the initial proposal of Volumes 1 and 2.** Proposers may submit additional pages / sheets as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

5.6 Proposal Evaluation Criteria

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

- **Firm Experience & Qualifications - 25 Points Possible.** Proposer demonstrates necessary firm experience, skills and qualifications. Includes evaluation of any proposed subcontractor(s).

- **Key Personnel - 25 Points Possible.** Evaluation will include qualifications and experience of the Project Manager and other key Management personnel.

- **Approach to Program Management – 25 Points Possible.** Evaluation of proposed management approach to key elements including program management, capacity, equipment, and staffing approach needed to successfully perform the required services.

- **<u>Cost/Pricing</u> – 25 Points Possible.** (only scored after Volume 3 is submitted)

5.7 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. Firms that have proposed a partnership with a software provider will be interviewed as a team. The software provider may be asked to provide a demonstration.

Proposers selected for interview will be notified. Interviews will be held virtually.

The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal.

5.8 Selection

This is a "best value", competitive, negotiated source selection. Award of contract, if made, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous; price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined, are more important than cost/price.

KCSA may select other than the lowest cost/priced, technically acceptable offer it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCSA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Project. However, KCSA will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

Proposers are further cautioned that KCSA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCSA. For evaluation purposes, if proposers become more technically equivalent, cost/price becomes more important and may be the deciding factor.

Upon final selection, contract negotiations will begin immediately with the selected Proposer. If negotiations are successful, the Evaluation Committee will recommend awarding a contract to the selected Proposer. If KCSA fails to reach an agreement with the top-ranked team, KCSA will begin negotiations with the second ranked firm/team.

5.9 Contract Award

Recommendation for award will be presented to the KCSA Board of Directors and City of Kansas City, Missouri. Upon approval, Contractor will receive a Notice to Proceed authorizing the work to begin on a date which is on or after the effective date.

The selected Proposer(s) shall only perform work on the Contract after the effective date is affixed and the fully executed contract sent to the selected proposer. KCSA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred prior to the date set forth in the Notice to Proceed.

No employee of KCSA or member of KCSA's Board of Directors has the authority to verbally direct the commencement of any work under the contract.

SECTION 6: APPENDICES

APPENDIX A
SYSTEM ASSETS

Streetcar Fleet

(1) Fourteen CAF URBOS 3 Modern Streetcars
(2) Vehicle and System Spare Parts
(3) Special Vehicle Tooling

Streetcar Track, Switches & Signals: The system includes approximately 6.5 bi-directional miles of embedded streetcar track, related concrete slab, and switch equipment consisting of the following:

(1) Revenue track: Riverfront to River Market to Union Station to UMKC Volker Campus
(2) Non-Revenue track: 2nd & Grand to Vehicle Maintenance Facility.
(3) Yard track: Six track spurs within the VMF yard.
(4) Yard and main-line switches and signals.
(5) Related Spare Parts

Streetcar Stops: The system includes thirty-three individual streetcar stops inclusive of the following elements:

(1) Platforms: Raised concrete platforms with ADA accommodations
(2) Shelters: Shelter frame (painted, with embedded LED lighting, glass panels, signage, canopy, windscreen, and benches)
    a. Three enhanced station stops with larger overhead canopies
    b. Twenty-nine large rectangular shelters (4 panes of glass)
    c. Two medium rectangular shelters (3 panes of glass)
    d. Four small square shelters (2 panes of glass)
(3) Markers:
    a. Thirty-five markers
    b. Thirty-nine real-time signs
(4) Trash Receptacles: Thirty-one trash receptacles
(5) Related Spare Parts

Vehicle Maintenance Facility: The vehicle maintenance facility is located at 600 E. 3rd Street, Kansas City Missouri and consists of the following:

(1) Grounds, inclusive of buildings, landscaping, sidewalks, secured maintenance yards, parking, and fencing.
(2) Buildings, inclusive of the following:
    a. Main office and administrative space
    b. Maintenance and repair space
    c. Annex office and administrative space
    d. Annex warehouse and inventory storage
    e. Parts warehouse and inventory storage
    f. All building's HVAC and electrical systems
(3) Building related equipment and special tooling

Midtown Annex Facility: The Midtown Annex Facility is located at 17 W. 38th Street, Kansas City, Missouri consists of the following:

(1) Grounds, inclusive of buildings, landscaping, sidewalks, secured maintenance area, parking, and fencing.
(2) Building, inclusive of the following:
(3) Office and administrative space

(4) Storage garage and inventory space
(5) Building HVAC and electrical systems
(6) Building and right-of-way related equipment, special tooling, and spare parts

Facility Landscaping: Landscaping surrounding the VMF and Midtown Annex Facilities; landscaping directly adjacent to, and in-between the tracks from UMKC to Cleaver Blvd; landscaping directly adjacent to, and in-between the tracks from Front Street to Berkley stop.

Power Systems: The Project power system (the "Power System") includes all substations, substation sites, electrical conduits and connections, the Overhead Contact System (OCS), OCS poles, and all related equipment and components.

Communications Systems: The system's communication system includes hand-held radios, in-vehicle radios, real-time signs at streetcar stops, and operations workstations inside the VMF.

APPENDIX B
BASE SERVICE LEVELS

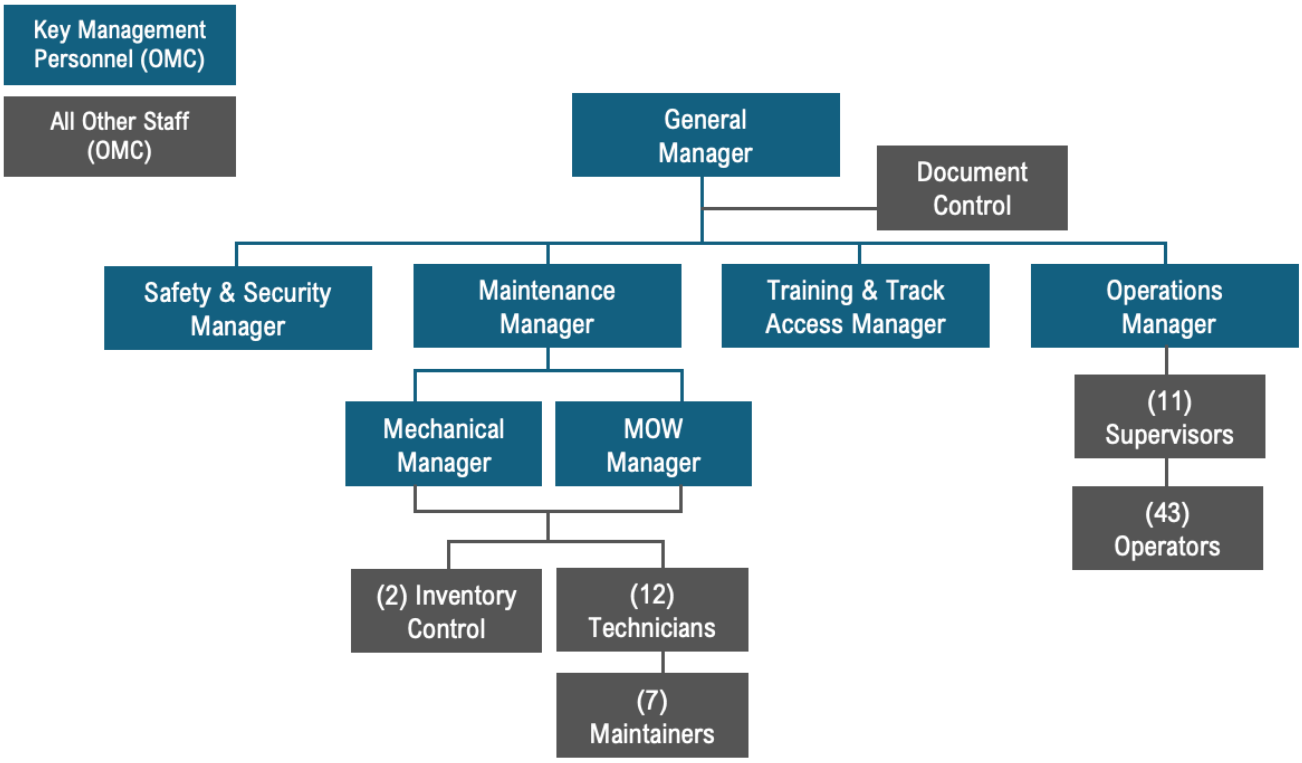
DAILY BASE SERVICE LEVELS

Day of Week	Service Span	Peak Frequency	Peak Vehicles	Daily Revenue Hours
Monday - Thursday	5:00 AM - 12:00 AM	10-12 Minutes	8 Streetcars	*~ 575 Daily Revenue Hours*
Friday	5:00 AM - 01:00 AM	10-12 Minutes	9 Streetcars	*~ 800 Daily Revenue Hours*
Saturday	5:00 AM - 01:00 AM	8-10 Minutes	10 Streetcars	*~ 875 Daily Revenue Hours*
Sunday	5:00 AM - 12:00 AM	8-10 Minutes	9 Streetcars	*~ 775 Daily Revenue Hours*

ANNUAL BASE SERVICE LEVELS

Period	Revenue Hours
MONTHLY TOTAL	~ 4,700
ANNUAL TOTAL	~ 56,500

APPENDIX C
ORGANIZATIONAL CHART



APPENDIX D
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of the 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: Technical Proposal

Volume 2: Contractual

- ✓ Attachment A KCSA Affidavit of Civil Rights Compliance (for Prime and Subcontractors)
- ✓ Attachment B1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- ✓ Attachment B2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- ✓ Attachment C1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
- ✓ Attachment C2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
- ✓ Attachment D1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- ✓ Attachment D2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
- ✓ Attachment E1 Certification of Primary Participants Regarding Federal Tax Liability and Conviction (Prime)
- ✓ Attachment E2 Certification of Lower-Tier Participants Regarding Federal Tax Liability and Conviction (Subs)
- ✓ Attachment F Letter of Intent to Subcontract (signed by Prime and Subcontractors)
- ✓ Attachment G Non-Collusion Affidavit (for Prime only)
- ✓ Receipt of Addenda Form (if addendum(s) issued as part of this RFP)
- ✓ Financial Statements (Prime Contractor only)

Volume 3: Price Proposal – Note: No **price information is to be included in the initial proposal of Volumes 1 and 2.**

- ✓ Attachment H1 Cost/Price Proposal Summary (both excel and PDF format)
- ✓ Attachment H2 Detailed Breakout of Costs (both excel and PDF format)
- ✓ Attachment H3 Wage Matrix (both excel and PDF format)

SECTION 7: ATTACHMENTS

ATTACHMENT A
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 accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq*., and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (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*., and 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.,* the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.,* and the Federal transit law at 49 U.S.C. § 5332, 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.

_____

Affiant's Signature Date

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

_____

Notary Public Signature Date

My Commission expires: _____

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

STATE OF _____

COUNTY OF _____

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

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

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

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

_____
Affiant's signature

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

_____
Notary Public

My Commission expires: _____

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

ATTACHMENT B2
AFFIDAVIT OF LOWER-TIER PARTICIPANT
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION

STATE OF _____

COUNTY OF _____

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

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

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

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

_____
Affiant's signature

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

_____
Notary Public

My Commission expires: _____

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

ATTACHMENT C1
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 PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT C2
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 PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT D1
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 D2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

I, _____(Name and Title of Grantee Official or Potential Subcontractor under a Major Third-Party Contract), hereby certify on behalf of _____ (Name of Grantee or Potential Subcontractor) 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 E1

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. 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.

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

3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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

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, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT E2

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 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;

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

3. Have not more than ninety (90) days prior to certification been notified of any unpaid federal tax assessment for which the liability remains unsatisfied.

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, 4, 9, 12 and 52 ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

ATTACHMENT F
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each Subcontractor on Project)

RFP #26-KCSA10 – KC Streetcar Operations & Maintenance Services

_____ ("Prime Contractor") agrees to enter into a contractual agreement with

_____ ("Subcontractor"), who will provide the following goods/services in

connection with the above-referenced contract:

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

_____

_____

_____

_____

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

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

ATTACHMENT G
NON-COLLUSION AFFIDAVIT

RFP #26-KCSA10 – KC Streetcar Operations & Maintenance Services

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)