
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, MO 64108

Request for Proposals

Proposal #12-8015-31

Third Party Administrator (TPA) Services for
Vehicular Liability Claims, Workers Compensation Claims, and General Liability Claims

Date: July 26, 2012

Contact: Will Hobart, Procurement Supervisor

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Email: whobart@kcata.org

Date: July 26, 2012

Subject: RFP # 12-8015-31

RFP Name: Third Party Administrator (TPA) Services for Vehicular Liability Claims, Workers Compensation Claims, and General Liability Claims

The Kansas City Area Transportation Authority (KCATA) requires the services of a qualified individual or firm to perform Third Party Administrator (TPA) Services for Vehicular Liability Claims, Workers Compensation Claims, and General Liability Claims. The contractor shall be responsible for a full range of services in connection with KCATA's self-insured automobile and general liability program and its self-insured workers' compensation program.

If you have any questions, technical, contractual, or administrative, please e-mail them to Will Hobart, Procurement Supervisor, at whobart@kcata.org. Questions will be received until 3:00 PM on August 9, 2012. Your proposal must be received with all required submittals as stated in the RFP no later than 3:00 PM on August 17, 2012 at:

Kansas City Area Transportation Authority
Attn: Will Hobart, Procurement Supervisor
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

Etta J. Jackson
Director of Procurement

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NO PROPOSAL REPLY FORM

PROPOSAL # 12-8015-31

**FOR THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS, AND GENERAL LIABILITY
CLAIMS**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Will Hobart, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (816) 346-0336.

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

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

- ___ 1. We do not wish to participate in the proposal process.
- ___ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

- ___ 3. We do not feel we can be competitive.
- ___ 4. We do not provide the services on which Proposals are requested.
- ___ 5. Other: _____

- ___ We wish to remain on the Proposer's list for these services.
- ___ We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

**SECTION 1.
PROPOSAL CALENDAR**

RFP Advertised	26-Jul-12
RFP Issued	26-Jul-12
Questions, Comments, Requests for Clarifications & Requests for Approved Equals Due to KCATA	9-Aug-12
KCATA Responds to Proposer Questions, Comments, Requests for Clarification & Requests for Approved Equals	16-Aug-12
RFP Closing	23-Aug-12 3:00 PM
Interviews (Tentative)	Week of 3-Sep-12
Contract Award (Tentative)	1-Nov-12

SECTION 2

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS,
AND GENERAL LIABILITY CLAIMS**

SCOPE OF WORK

**SECTION 2.
SCOPE OF WORK**

2.1 BACKGROUND

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

The counties are Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas. The Authority’s Metro Division operates a fleet of 300 buses on 70 routes, logging nearly 52,000 passenger trips every weekday. Service is provided from 4 a.m. to 1 a.m. seven days a week and includes MAX, the Metro Area Express; Metro Local and Express service; and MetroFlex, which is demand-response bus service.

In addition, KCATA also operates the very popular Trolley Track Trail, 35 park-and-rides and MetroCenters, Share-A-Fare paratransit service, and the AdVANtage Vanpool Program.

The KCATA employs approximately 733 full time equivalent employees involved in such activities as bus driving, vehicle maintenance, facilities maintenance, administrative, and clerical functions. KCATA operates from a central facility located at 1200 East 18th Street, Kansas City, Missouri.

Below is a breakdown of the work force:

Transportation	445
Vehicle/Facilities Maintenance	137
<u>Administrative/Salaried/Clerical</u>	<u>151</u>
Total	733

The Loss Prevention & Control Department will be the authority’s liaison on all issues that arise between the successful proposer and the services requested in the Scope of Services. The department has two full time staff members consisting of a Safety Officer/Workers Compensation Coordinator, and a Risk Analyst/Program Manager.

Information regarding all of the transportation services provided by KCATA can be found on its website at www.kcata.org.

2.2 INTRODUCTION

The Kansas City Transportation Authority is seeking proposals from qualified firms to provide a full range of services in connection with its self-insured automobile and general liability program and its self-insured workers' compensation program. The qualified respondent will provide the following services:

- Workers Compensation Claims Handling
- Auto Liability Claims Handling
- General Liability Claims Handling
- Regulatory Injury Reporting & Compliance
- Data Management
- Management Reports
- Litigation Management

The services requested are the major components KCATA requires. The Authority reserves the right to negotiate additional services should the respondent present products or services that provide a more comprehensive claims administration program.

The Authority has been self-insured for Workers’ Compensation exposures since 1990 and currently has a self-insured retention of \$600,000 per occurrence. As required by the Division of Workers’ Compensation for the State of Missouri, the Authority does purchase an excess workers’ compensation

policy. The Authority has been self-insured for Auto/General Liability since 1986. KCATA currently has a self-insured retention of \$5,000,000 per occurrence.

KCATA negotiates separate contracts for occupational medicine services, bill review services, nurse case management and legal services. The current vendors are:

- PPO/Bill Review – CompResults
- Occupational Medicine – Corporate Care
- Nurse Case Management – CompResults & Proactive Case Management
- Legal Defense – Workers' Compensation – Fields & Brown
- Legal Defense – Tort Claims – Office of the City Attorney for the City of Kansas City, MO.

2.3 HISTORICAL CLAIMS DATA

Attachment A – KCATA Historical Workers' Compensation Claims Data

Attachment B – KCATA Workers' Compensation – Paid Losses Excess of \$25,000

Attachment C – KCATA Historical Automobile Claims Data

Attachment D – KCATA Auto Liability Claims – Paid Losses Excess of \$15,000

Attachment E – KCATA General Liability Loss Run

2.4 SCOPE OF SERVICES

KCATA expects its Third Party Administrator (TPA) to treat Authority employees with respect and consideration when providing the required services. The TPA claim adjustors must make every reasonable attempt to explain rights, regulations, roles, and responsibilities in a professional and courteous manner. Three way communications among all parties (KCATA, medical providers, and employee/claimant) shall be maintained when providing timely and comprehensive claims handling.

The services to be provided will include, but are not limited to, the following:

A. Claims Administration – Workers Compensation, Auto & General Liability

1. Provide mail or phone contact with all injured workers, the medical provider and the Safety Officer within 48 hours after an indemnity claim has been reported. Obtain recorded statements and conclude investigations within 30 days to determine compensability.
2. Provide mail or phone contact with all claimants involved in vehicular or general liability claims with 48 hours after the claim has been reported. Obtain recorded statements and conclude investigations within 30 days to determine KCATA's liability.
3. Review and process all workers' compensation claims in accordance with the requirements of the Division of Workers' Compensation and the State's workers' compensation law, including determination of compensability of reported injuries and illnesses. Claims must be filed electronically with the Division on behalf of KCATA.
4. Determine eligibility for and authorize payment of medical benefits, as well as compensation for temporary and permanent disability, utilizing any medical sources or advisory boards, as may be deemed necessary and desirable. When possible, return employees to work in KCATA's transitional duty program, actively assisting or consulting with the Safety Officer.
5. Develop and maintain adequate claim reserves and provide continuous review of same to reflect changes. In the event a claim is in litigation, the TPA will consult with defense counsel for recommendations on setting reserves however the TPA will ultimately have authority and responsibility on setting reserves. Note: The reserving formulas and practices are subject to review and approval of KCATA.
6. Maintain a complete claim file for each reported accident and injury that shall be available for review by KCATA at any time.
7. Coordinate investigations of litigated claims with attorneys approved by KCATA and, where appropriate, with adjusters and attorneys of the excess insurance carrier.

8. With approval of KCATA, arrange for independent medical evaluations (IMEs), independent investigators, accident reconstructionists, or other experts to the extent deemed necessary in connection with processing the qualified claim or loss.
9. Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate.
10. Provide narrative and/or analytical reports of major litigated cases every 90 days or whenever requested by KCATA.
11. Coordinate claims handling activities with designated KCATA staff.
12. In cooperation with any managed care firm(s) under contract with KCATA, provide monitoring of treatment programs recommended for employees by physicians or specialists by reviewing all reports prepared by treating physicians and by maintaining contact with authorized medical providers as appropriate.
13. Issue payments on all claims. Auto/General Liability and Workers' Compensation settlements must initially be reviewed and approved by the Loss Prevention & Control Dept. At such time as Loss Prevention & Control determines, limited settlement authority will be granted and may be increased periodically.
14. Investigate and pursue subrogation opportunities on behalf of KCATA for workers' compensation and auto liability claims and/or cooperate with any vendor KCATA hires to handle subrogation.
15. Report all indemnity claims to the index bureau.
16. Be fully qualified and competent with proper license, knowledge, experience and personnel.
17. Provide dedicated workers' compensation adjusting staff with a minimum of five years of experience and auto/liability adjusting staff with a minimum of five years of experience. KCATA reserves the right to interview staff assigned to service this account. Limit the number of claims any one adjuster handles to 150 claims. The adjuster shall administer self-insured programs for KCATA to include but not limited to workers' compensation, auto liability and general liability. The adjuster is required to have a thorough knowledge of Missouri and Kansas workers' compensation requirements for self-insured entities. The adjuster will have good communication skills and the ability to monitor attorneys, insurance companies, PPO's (bill review), and claimants. The adjuster will have a detailed knowledge of RMIS and Excel spreadsheets.
18. Participate in documented file reviews as scheduled by KCATA on a quarterly or semiannual basis.
19. Provide telephone or written responses to employee, Safety Officer, or Risk Analyst inquiries within 24 hours of request for information.
20. Report qualifying claims and provide status reports to the excess workers' compensation, auto liability, or general liability carriers.
21. KCATA contracts with the Office of the City Attorney for the City of Kansas City, Missouri, to defend auto liability tort claims filed against the Authority. TPA will work closely with City attorneys providing a copy of any and all investigative findings and/or materials. TPA may be required to attend KCATA Board of Commissioner meetings, mediations, and trials if requested, at no additional cost to KCATA. In the event a conflict of interest exists involving a tort claim, the TPA in conjunction with the KCATA will work with an independent law firm to defend tort claims filed against the KCATA.

22. Prepare and/or assist KCATA in preparing and/or providing claims information as requested by the Missouri or Kansas Department of Insurance, Division of Workers Compensation or any other regulatory entity.
23. Prepare KCATA related claims information to the Center for Medicare and Medicaid Services (CMS) under section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
24. Prepare and/or assist KCATA in preparing and/or providing claims information to the State of Missouri or Kansas and National Council on Compensation Insurance (NCCI) that will be used to issue an experience modifier report (ERM) for KCATA.
25. KCATA may at their discretion implement a Performance Measure Program to facilitate improvement in the claims administration processes between KCATA and the TPA. KCATA will conduct a partnership meeting to disclose the program standards.
26. The TPA will know and understand sovereign immunity limits to include 1) all claims arising out of a single accident or occurrence, and 2) for any one person in a single accident or occurrence.
27. The TPA will establish a "floor" bank account in their name and will provide a weekly check register to KCATA that will be reviewed, approved, and funded each week by KCATA through a weekly automatic clearing house (ACH) wiring transfer.
28. The TPA will provide periodic educational training opportunities to KCATA staff regarding workers' compensation, auto liability, and general liability topics.

B. Claims Data Management –Workers' Compensation, Auto & General Liability

1. Provide 24/7 on line access to a claims system that provides real-time information on closed and open claims and has report creation capabilities.
2. Input KCATA's historical claims data into the TPA's claims system to ensure that a complete claims history is available and accurate.
3. Provide accurate daily input on active cases to ensure that current information is available and accurate.
4. Provide a user friendly customized data reporting system that will allow the Authority to produce on demand benchmarking reports for auto, general liability or workers compensation claims and will show loss history by:
 - a. Number of open claims
 - b. Number of newly reported claims
 - c. Claim payments broken down by indemnity/medical/expense
 - d. Reserve changes and types
 - e. Number of closed claims
 - f. Number of reopened claims
 - g. Number of pending claims per line of business
 - h. Weekly temporary total report – Who is receiving TTD.
 - i. Lawsuit/legal representation summary
 - j. Summary of open Subrogation claims

- k. Injury type
 - l. Injury cause
 - m. Injury body part
 - n. Frequency
 - o. Severity
 - p. Total paid
 - q. Total reserved
 - r. Total Incurred
 - s. By Department
 - t. For any period of time (date range)
 - u. Class code
 - v. Any other parameters established by KCATA
5. Provide specialized reports for regulatory and actuarial data that will provide the following:
 - a. Loss Triangles by line of business for amounts paid, valuation date, and amount reserved.
 - b. Complete loss runs for any line of coverage, date range, reserves, etc.
 - c. Summary of Fee-Per-Claim, Time and Expense charges, and any other expense charges per line of business to determine the total cost of claims administration.
 6. Collaborate with the KCATA's Workers Compensation PPO to provide an electronic data interface (EDI) process that facilitates and expedites the payment of discounted medical bills.
 7. Coordinate with KCATA to produce annual Missouri and Kansas workers' compensation forms including WC-83, WC-84, WC-85, WC-86, WC-131, and K-WC-92.
 8. KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA.
 9. The TPA will provide a comprehensive Stewardship Report for claims involving workers' compensation, auto liability, and general liability.

The reports requested in the Scope are the most commonly requested reports, but are not meant to be an exhaustive list of the reports that may be needed or requested by KCATA.

C. RMIS Services- Workers' Compensation, Auto and General Liability

The Authority currently does not have an in house claims management system; therefore, no interface is necessary. **However, the Authority reserves the right to request interface coordination if a system is purchased and installed.**

1. KCATA must be able to access and use real time loss data, in an online web based environment, as a daily risk management tool.
2. The TPA will be required to transfer historical data with no loss of information into the RMIS system. There are approximately 13,000 records to transfer for both workers' compensation and liability claims.

3. The TPA may be asked to track the following accident database items through its RMIS system:
 - a. Unavoidable accidents
 - b. Avoidable accidents
 - c. Undetermined accidents
 - d. Points for preventable motor vehicle accidents
 - e. Safety violations
 - f. National Transit Database (NTD) reporting

KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA. In the event the contract is awarded to a new TPA there will be an updated and complete data transfer from the former TPA to the new TPA.

KCATA is interested in all aspects of data management. Your response should designate and describe the capabilities/features of your system and disclose whether it was developed in-house or purchased commercially.

KCATA may be interested in partnering with a TPA to purchase a module of the TPA's RMIS in the future that would be maintained directly on a KCATA server.

D. Allocated Loss Expenses

As used in this Request for Proposals means any costs or expenses incurred by KCATA or by the TPA, pursuant to the scope of the work under this agreement, on behalf of KCATA as a result of the TPA or KCATA engaging the services of a firm or person outside of the TPA's organization for work in connection with the investigation, adjustment, settlement or defense of a claim. Allocated loss expenses include, but are not limited to, the following: subrogation; rehabilitation; all court costs, fees and expenses; fees for service of process; fees for attorneys; the cost of services for investigations or adjustment of claims in areas removed from reasonable access to TPA's employee travel; the cost of employing experts for the purpose of analysis, or for expert advice or opinions; the cost of obtaining copies of any public records; the cost of depositions and court reporters or recorded statements; medical case management; medical cost management; hospital audits and drug audits. Allocated loss expenses are not included within TPA's fees and shall be paid as part of claim expenses.

SECTION 3

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS,
AND GENERAL LIABILITY CLAIMS**

PROPOSAL INSTRUCTIONS

**SECTION 3.
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offeror” are also used interchangeably.
- B. Interested firms may submit proposals until proposal closing at 3:00 PM Central Time Zone on August 17, 2012. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Will Hobart, Procurement Supervisor at whobart@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

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

3.3 Proposer’s Responsibilities

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

3.4 Authorization to Propose

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 Approved Equals

- A. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the KCATA.
- B. All requests for approved equals shall be received in writing. Any changes to the specifications will be made by addendum. Proposers may discuss the specification with the KCATA Procurement Department; however, requests for changes shall be written and documented.
- C. When an approved equal is requested, the bidder shall demonstrate the quality of its product to the KCATA, and shall furnish sufficient technical data, test results, etc., to enable the KCATA to determine whether the Proposer's product is or is not equal to specifications.

3.8 Unbalanced Proposals

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

3.9 Protests

- A. The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holiday observed by KCATA for such administrative personnel.
- B. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days before the bid closing date.
- C. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the bid closing date.
- D. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to the KCATA Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.

- E. The KCATA Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA Director of Procurement, the protester may appeal in writing to the KCATA General Manager within five (5) days from the date of the KCATA Director of Procurement's response.
- F. The KCATA General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA General Manager's response will be provided within ten (10) days after receipt of the request. The KCATA General Manager's decision is final and no further action on the protest shall be taken by the KCATA.
- G. By written notice to all parties, the KCATA Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.10 Disclosure of Proprietary Information.

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:
 - (1) marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"
 - (2) printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and
 - (3) segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.11 Disadvantaged Business Enterprise (DBE) Requirements

- A. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. KCATA's overall goal for DBE participation is 12.5%. A separate contract has not been established for this procurement.

- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.
- C. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications from other agencies will not be considered.
- D. **DBE Requirements.** Please see Section 6 for DBE requirements applicable to this RFP and any resulting contract. Section 6 forms and/or waivers must be completed with great care by each offeror to ensure that the offer is acceptable.

SECTION 4

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS,
AND GENERAL LIABILITY CLAIMS**

**PROPOSAL SUBMISSION,
EVALUATION
AND
AWARD**

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) volumes.
- B. The originals of volumes 1 and 2 shall be unbound. All copies of volumes 1, 2 and 3 shall be separately bound and all copies and originals shall have the RFP number and name, the offerors identity, volume number and volume title printed on the cover page.
- C. Volumes shall be submitted in the following order:
 - 1. Volume I – Cost/Price Proposal
 - a. One (1) original and one (1) copy
 - 2. Volume II – Technical Proposal
 - a. One (1) original and five (5) copies
 - 3. Volume III – Contractual
 - a. One (1) original of the completed signed solicitation documents to include DBE & subcontractor documents, Receipt of Addenda form (if issued) and the documents listed in Section 4.4 below.

4.2 Volume I - Cost/Price Proposal

- A. KCATA anticipates awarding a fixed price contract based on a fee per claim or fee per service basis.
- B. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- C. Detailed and summary cost proposal forms are attached as Attachment H. Proposers are asked to submit detailed budgets by task and in summary format.
- D. KCATA desires to receive “all inclusive” quotes. Costs should be inclusive of all known costs to provide service. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP. No other charges shall be allowed except allocated loss expenses. Quotes should include all professional fees and expenses.
- E. Please identify any/all sources of revenue on any provided services including and not limited to: fees, commissions, contingency fees, and bonus or profit-sharing arrangements. Any undisclosed income must be returned to KCATA. Failure to disclose fees will be considered a material breach.
- F. Please answer the following questions in addition to completing Attachment H:
 - 1. Will any of the fee structures revert to Time and Expense?
 - 2. Is there special pricing for liability occurrences with multiple claimants?
 - 3. Please list what is included in allocated loss expenses.
 - 4. Is there an annual minimum fee for your claims service?
 - 5. Is there any kind of charge for issuing checks?

6. Who do you use for medical case management and what is the hourly rate?
7. Explain the billing method for claims handling fees. Is there any reconciliation/audit that applies to the fees structures?
8. In the event of termination of the contract, please explain how run-off claims will be handled.

4.3 Technical Proposal Page Limit

- A. The technical proposal page limit is 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:
 - Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional lists of references
 - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
- C. 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, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).

4.4 Volume II - Technical Proposal

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

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

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

 - a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor.
 - b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
 - c. Name, title, address, telephone number and email address of the contact person for the project.

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

3. Experience & Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in TPA Services for Vehicular Liability Claims and Workers' Compensation Claims and in meeting client goals, objectives and schedules. Describe direct experience. Detail any plans on services the Proposer will provide that are not specifically required in this RFP.
- c. Indicate the number of clients serviced by the firm. Of those clients, indicate how many are self-insured and how many use insurance companies. Also, list all public entities served by the office that will service KCATA.
- d. Provide resumes for the proposed Project Manager and other key personnel and discuss the unique qualifications these individuals bring to the project. Identify any of the work you intend to subcontract to others, identify the proposed subcontractors, and provide resumes and qualifications for proposed subcontractors.
- e. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide at least three (3) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:
 1. Name and address of contracting activity, state or local governments agency or commercial customer;
 2. Contract type;
 3. Contract value;
 4. Brief description of services required under the contract, including performance location(s) and performance period;
 5. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

4. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule, detail how you firm plans to provide the claims administration functions and services, and address and include a turn-over (run-off) plan to a new provider at termination of this Agreement.
- b. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- c. Provide copies of you reserving philosophy, claims practices and standards. KCATA reserves the right to audit and approve office practices pertaining to this account.

- d. List each adjuster's present caseloads by type of claim (i.e. WC, GL AL, etc.). Include the anticipated maximum caseloads should the proposal be accepted. List the per adjuster average caseloads by type of claim.
- e. Provide turnover rates for you adjusting, supervisory and management positions. If new employees would be added to service this account, please so indicate and provide your employment qualifications. Describe your continuing education requirements for you adjusting and management staff.

5. Performance Record

- a. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide at least three (3) contract references both for itself and for any major subcontractor to enable KCATA to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:
 1. Name and address of contracting activity, state or local governments agency or commercial customer;
 2. Contract type;
 3. Contract value;
 4. Brief description of services required under the contract, including performance location(s) and performance period;
 5. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

6. Functionality

- a. Provide a detailed plan and timeline for the electronic transition of historical claims data into the respondents RMIS system. Include how the will be stored electronically and by hardcopy, including an archival system for retrieving closed files.
- b. Describe the implementation process and timeline for the online claims system, including any special requirements for KCATA in terms of hardware or software.
- c. Provide a list of the standard data fields that are available to the end user for producing reports in the online report/query processes. Include examples of any or all reports as described in the Scope of Services, Claims Data Management section. Indicate whether the reports can be produced by KCATA personnel or whether the reports require KCATA to order or request the from the respondent. If reports must be requested from the respondent, describe the process and timeline for receipt of requested reports. Describe flexibility in revising standard reports.
- d. Explain whether the system provides alerts to notify of changes such as; newly opened claims, closed claims, when reserve or payment thresholds are exceeded.
- e. Describe the implementation process and timeline for the EDI process with the Workers' Compensation PPO.
- f. Accounting. Identify and describe all of the funding mechanisms, accounting requirements and accounting interfaces systems available to KCATA.

7. Exceptions, and Omissions

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- b. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

4.5 Volume III – Contractual

- A. Financial Condition of the Firm. Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the 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 KCATA to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.
- B. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.
- C. Debarment
 1. 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."
 2. 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.
 3. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
- D. Lobbying
 1. 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.
 2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or

employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

E. Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.
2. 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).
3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

F. Proposer Status and Affirmative Action

1. **Vendor Registration.** All firms doing business with the KCATA shall complete a Vendor Registration Form (Form) (Attachment I). However, bidders that have previously submitted a form within the past two (2) years need not submit a Vendor Registration Form. It is the vendors' responsibility to keep a current Form on file with the KCATA Procurement Department.
2. **Affirmative Action Compliance.**
 - 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.
 - b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past two (2) years must submit the following documents:
 - (1) A copy of your firm's current Affirmative Action Program and/or policy statement. A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - (2) A completed Workforce Analysis Report Form AA1, Part 2 (Attachment J-2). A current EEO-1 may be substituted for Attachment F-2.
 - c. A letter requesting exemption from filing an Affirmative Action Program may be requested if your firm has twenty-five (25) or fewer employees. To do so, a signed, notarized letter on company letterhead listing the employees, their race, sex, job title and annual salary must be submitted.
 - d. For questions on these requirements, or for assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.6 Basis for Contract Award

- A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if any, 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 to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined

that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

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

4.7 Technical Proposal Evaluation Criteria

In addition to cost/price, proposals will be evaluated by the evaluation committee on the basis of the following criteria which is listed in order of importance to the evaluation committee.

- Functionality
- Program Management
- Experience & Qualifications
- Performance Record
- Proposal Merit

4.8 Presentations/Interviews/Written Responses

After the closing date, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

SECTION 5

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS,
AND GENERAL LIABILITY CLAIMS**

**CONTRACT
TERMS AND CONDITIONS**

**SECTION 5.
CONTRACT TERMS AND CONDITIONS**

1. ACCEPTANCE OF MATERIALS – NO RELEASE

Not used

2. AGREEMENT IN ENTIRETY

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

3. ASSIGNMENT

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

4. BANKRUPTCY

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

5. BONDING REQUIREMENTS

Not used.

6. BREACH OF CONTRACT; REMEDIES

- A. If the Contractor shall fail, refuse or neglect to comply with the terms of this Contract, such failure shall be deemed a total breach of Contract and the Contractor shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7. CHANGES

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

8. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (FTA MA (18) dated October 1, 2011), as they may be amended or promulgated from time to time during the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

9. CIVIL RIGHTS

A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the 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, national origin, sex, age, 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, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. **ADA Access Requirements.** Not used.

10. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

11. CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the KCATA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to KCATA's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

12. CONTRACTOR'S PERSONNEL

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

13. CONTRACTOR'S RESPONSIBILITY

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

14. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- B. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- C. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

15. DELIVERY

Not used.

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. KCATA's overall goal for DBE participation is 12.5 percent. A separate

contract goal **[has been] [has not been]** established for this procurement.

- B. The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C. The Contractor may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- D. Good Cause. Good cause includes the following circumstances:
1. The listed DBE subcontractor fails or refuses to execute a written contract; or
 2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 6. The DBE subcontractor is not a responsible contractor; or
 7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 8. The listed DBE is ineligible to receive DBE credit for the type of work required;
 9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- E. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public

necessity (e.g., safety), the response period may be shortened.

17. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY

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

18. DISPUTE RESOLUTION

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the General Manager, with a copy to the Deputy General Manager and the Director of Procurement. The determination of such appeal by the General Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. EMPLOYEE ELIGIBILITY VERIFICATION

- A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.
- B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

20. CONSTRUCTION EMPLOYEE PROTECTIONS

Not used.

21. EMPLOYEE PROTECTIONS

Not used.

22. ENVIRONMENTAL REGULATIONS

- A. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to KCATA. The Contractor understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- C. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.
- D. **Recovered Materials.** To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

23. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this Contract, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. GOVERNING LAW

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

25. HEADINGS

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

26. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

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

27. INDEPENDENT CONTRACTOR

- A. The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of KCATA and KCATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.
- B. The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

28. INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards and the Contract requires.
- C. The Authority has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. The Authority shall perform inspection and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform to Contract requirements, the Authority may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, the Authority may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2. Reduce the Contract Sum accordingly.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may:
 - 1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
 - 2. Terminate the Contract for default.

29. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF) or Missouri Employers' Mutual Insurance Company.
- B. The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
 2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self insurance in the name of the certificate holder, and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice by certified mail to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.
1. **Worker's Compensation:**
 1. State: Missouri and/or Kansas – Statutory
 2. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

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

2. **Commercial General Liability:**

Bodily Injury and Property Damage to include Products and Completed Operations:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$1,000,000 Personal and Advertising Injury
\$50,000 Fire Damage
\$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. Auto Liability:

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

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

4. Professional Liability Insurance

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

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

5. Pollution Liability

Not used

6. Umbrella or Excess Liability

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

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

30. LAWS AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work in this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances as set forth by the Environmental Protection Agency (EPA), the Missouri Department of Natural Resources (MDNR), the Kansas Department of Health and Environmental (KDHE), the FTA, the Department of Transportation (DOT), and the City of Kansas City, Missouri.

31. LIABILITY AND INDEMNIFICATION

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, directors and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 2. In claims against any person or entity indemnified under this section, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
 3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
 4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

32. LOBBYING RESTRICTIONS

- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to or copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

36. PATENTS AND RIGHTS IN DATA AND COPYRIGHTS

a. Rights in Data

- i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the Contract:
- a. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may Contractor authorize others to do so, without the written consent of KCATA, until such time as KCATA may have either released or approved the release of such data to the public.
 - b. In accordance with 49 C.F.R. §18.34 and 49 C.F.R. §19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the following subject data for "Federal Government purposes":
 - (1) Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by KCATA or Contractor using Federal assistance in whole or in part provided by FTA.
 - c. "For Federal Government Purposes" means use only for the direct purpose of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work, agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined previously and shall be delivered as the Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the KCATA or Contractor's use whose costs are financed in whole or part with Federal assistance provided by FTA for transportation capital projects.

- d. Unless prohibited by state law, Contractor agrees to indemnify, save, and hold harmless KCATA and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by KCATA or Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. Neither the KCATA nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall imply a license to the KCATA or to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to KCATA or to the Federal Government under any patent.
- f. Data developed by the KCATA or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Contract to which this clause has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the KCATA or Contractor identifies that data in writing at the time of delivery of the contract work.

b. **Patent Rights.** Not used.

37. PRE-AWARD AND POST-DELIVERY REQUIREMENTS

Not used.

38. PRIVACY ACT REQUIREMENTS

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

39. PROHIBITED INTERESTS

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

40. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an ATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

41. QUALIFICATION REQUIREMENTS

Not used.

42. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and, as applicable, the City of Kansas City, Missouri, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

43. REQUESTS FOR PAYMENT

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

- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.

D. Subcontractor Payments

1. Prompt payment. The contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

44. RIGHT TO OFFSET

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

45. SEAT BELT USE POLICY

The Contractor agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States" and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

46. SEISMIC SAFETY

Not used

47. SERVICE MANUAL AND WIRING SCHEMATIC

Not used.

48. SEVERABILITY

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

49. SUBCONTRACTORS

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

B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.

C. **Subcontractor Payments.** See Requests for Payment Provisions.

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

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. The following provisions if included in this Contract:

- Buy America
- Cargo Preference
- Civil Rights
- Clean Air
- Clean Water
- Debarment and Suspension
- DBE Requirements
- Disclaimer of Federal Government Obligations or Liability
- Employee Eligibility Verification
- Employee Protections (Contract Work Hours & Safety Standards Act)
- Employee Protections (Davis Bacon, Copeland Anti-Kickback Acts)
- Energy Conservation
- Federal Changes
- Fly America
- Fraud and False or Fraudulent Statements or Related Acts
- Incorporation of FTA Terms
- Lobbying Restrictions
- National Intelligent Transportation Systems Architecture & Standards
- Ownership, Identification, and Confidentiality of Work
- Patents and Rights in Data and Copyrights
- Privacy Act Requirements
- Prohibited Weapons and Materials
- Record Retention and Access
- Recovered Materials
- Seismic Safety

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

50. SUSPENSION OF WORK

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

51. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.
 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

52. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

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

53. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery or performance dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Contractor shall confirm such notice in writing furnishing as much as detail as is available.
- C. **Request for Extension.** The Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Contractor of its decision in writing.
- D. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

54. U.S. PRODUCT AND SERVICE PREFERENCE

A. **Buy America.**

Not used.

B. **Cargo Preference.**

Not used.

C. **Fly America.**

Not used.

55. WARRANTY; WARRANTY OF TITLE

Not used.

SECTION 6

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR
VEHICULAR LIABILITY CLAIMS, WORKERS COMPENSATION CLAIMS,
AND GENERAL LIABILITY CLAIMS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS**

SECTION 6
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This project is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Failure by the Contractor to carry out these requirements is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as KCATA deems appropriate.

1. **Non-discrimination.** This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
2. **DBE Certification.** KCATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. DBE subcontractors must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications for other agencies will not be considered.
3. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

- A. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program.
- B. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- C. Subcontractor participation with a lower tier DBE subcontractor; and
- D. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- E. NO CREDIT, however, will be given for the following:
 1. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

4. Documents Due With Bid Closing:

- A. Letter of Intent to Subcontract. To be completed for each DBE firm on the project and signed by both the Prime and the DBE.

- B. Contractor Utilization Plan/Request for Waiver. This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow DBE firms to participate effectively.
2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.
3. Sent written notices, by certified mail or facsimile, to qualified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
4. Attempted to identify portions of the work for qualified DBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Bidder should send letters by certified mail or facsimile to those DBE contractors identified by the MRCC listed in those categories, which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
5. Requested assistance in achieving the goals from KCATA's DBE Officer and acted on KCATA's recommendations.
6. Conferred with qualified DBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
7. Attempted to negotiate in good faith with qualified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of DBEs that were contacted and date of contact;
 - b. The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any DBE, including the basis for any Bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

5. Documents Due After Award:

- A. KCATA reserves the right to review the Contractor's written agreement with its subcontractors to

confirm that required federal contract clauses are included. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation.

B. Subcontractor Monthly Utilization Report. Contractors will be required to submit this report with each pay application to KCATA. This report will include payments to ALL subcontractors – DBE and non-DBE. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.

C. Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

i. **Termination Only for Cause**. Once the contract has been awarded, Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

2. **Good Cause**. Good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract; or
- b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
- c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
- f. The DBE subcontractor is not a responsible contractor; or
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;
- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

3. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
4. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

D. DBE Job-Site Review Commercially Useful Function (CUF) Determination. KCATA will be conducting on-site interviews with all DBE contractors. The number of interviews will be based on the DBE's projected scope of work. KCATA staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

For questions concerning KCATA's DBE Program or Vendor Registration/Affirmative Action Requirements please contact us.

*Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City, MO 64108
(816) 346-0224 telephone
(816) 346-0336 facsimile
dbradshaw@kcata.org*

*KCATA's Procurement Department
1350 East 17th Street
Kansas City, MO 64108
(816) 346-0254 telephone
(816) 346-0336 facsimile
noliver@kcata.org*

LETTER OF INTENT TO SUBCONTRACT
(To be Completed for Each DBE Subcontractor on Project)

Project Number _____

Project Title _____

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“DBE 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 DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

for an estimated amount of \$ _____ or _____% of the total estimated contract value.

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE 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: DBE Subcontractor

Print Name

Print Name

Title Date

Title Date

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____ Project Title _____

Prime Contractor _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.

2. The project goal for DBE Participation is _____ %. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: _____%

3. The following are the DBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the DBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, (copies of which shall collectively be deemed incorporated herein). **All firms must currently be certified with the Missouri Regional Certification Committee (MRCC) under 49 CFR Part 26.** List additional DBEs, if any, on an additional page and attach to this form.

a. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

b. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

c. Name of DBE Firm _____ % of Work _____
Address _____
Telephone No. _____
Taxpayer ID No. _____

TOTAL DBE \$ AMOUNT ON PROJECT: \$ _____

TOTAL DBE % COMMITTED TO PROJECT: _____ %

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.
5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: _____

Address: _____

Phone Number: _____ Facsimile number: _____

E-mail Address: _____

By _____
 (Signature)

Title _____

Date _____
 (Attach corporate seal if applicable)

NOTARY:

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

My Commission Expires: _____

 Notary Public (Seal)

**REQUEST FOR MODIFICATION, REPLACEMENT OR TERMINATION
OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROJECT PARTICIPATION**

This form must be submitted to request substitutions for a DBE listed in the Schedule of Participation By Contractor and Subcontractors form submitted as part of Contractor's Bid Documents as amended by any Change Orders or previously approved Requests for Modification/Substitution. This executed document shall be an amendment to the Contractor's DBE utilization plan.

CONTRACTOR _____

ADDRESS _____

PROJECT NUMBER AND NAME _____

1. As the duly authorized representative of the above Contractor, I am authorized to request this substitution or modification on behalf of the Contractor and hereby request that the Kansas City Area Transportation Authority (KCATA) recommend or approve:

_____ SUBSTITUTION OF DBE FIRM

Name of Current DBE Firm To Be Removed _____

Scope of Work _____

Contracted Amount \$ _____ Amount of Work Completed To Date \$ _____

Name of Proposed DBE Firm _____

Scope of Work _____

Amount of Proposed Work \$ _____ Date Scheduled To Begin Work _____

_____ MODIFICATION OF THE AMOUNT OF WORK BY DBE FIRM

Name of DBE Firm _____

Current % of Contract Commitment _____ Changed % of Contract Commitment _____

2. This Substitution/Modification is necessary because (check all applicable)

_____ The DBE Subcontractor failed or refuses to execute a written contract.

_____ The DBE Subcontractor failed or refuses to perform the work of its normal industry standards without good cause and that failure or refusal of the DBE is not a result of bad faith or discriminatory action of the Contractor.

_____ The DBE Subcontractor failed or refuses to comply with reasonable, non-discriminatory bonding requirements.

_____ The DBE Subcontractor has become bankrupt, insolvent, or exhibits credit unworthiness (supporting documentation is attached).

_____ The DBE Subcontractor has committed a material default or breach of its contract.

_____ The DBE Subcontractor has voluntarily withdrawn from the project (DBE's written notice of withdrawal is attached).

_____ The DBE owner has died or has become disabled and is unable to complete its work on this Project.

_____ A Change Order and/or Amendment of the Project was issued that modifies the amount Contractor is to be compensated and correspondingly impacts the amount of compensation due to the DBE Subcontractor.

3. I affirm that written notice has been given to the DBE Subcontractor of Contractor's intent to request a substitution or modification (copy attached) and the DBE Subcontractor has been given five (5) business days to respond to the notice (a copy of DBE firm's response is attached).

EXCEPTION: If required in a particular case as a matter of public necessity (e.g., safety) the response period may be shortened.

4. The following is a narrative summary of Contractor's good faith efforts (as listed in Part A of the City's Bid Documents) exhausted in attempts to substitute the DBE firm named above with other qualified, certified DBE firms for the listed scope of work or any other scope of work on the project. Supporting documentation is attached.

5. Contractor hereby affirms that it has not intentionally attempted to evade the requirements of the Contract or the DBE Program and it is in KCATA's best interest to approve this Request for Substitution or Modification. Additional documentation will be presented when requested by KCATA in order to make its determination.

Submitted By:

Approved By:

Contractor's Authorized Representative

KCATA's Authorized Representative

Title

Title

Date

Date

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
SUBCONTRACTOR MONTHLY UTILIZATION REPORT**

Report Date:		Project Number:		Project Name:					
Project Address:			Contract Award Date:			Contract Start Date:		Total Contract Days:	
Prime Contractor Name:			Contact Person/Phone:			Email Address:			
Prime Contractor Address:			Total Contract Amount:	Project DBE Goal (%)		Contractor's DBE Commitment On Project (%):			
PAYMENTS TO SUBCONTRACTORS (INCLUDE DBE & NON-DBE SUBCONTRACTORS)									
Subcontractor Name	DBE? Yes/No	Date of Subcontract	Estimated Start Date	Subcontract Amount	% of Total Contract	Amount Paid This Period	Retainage Amt. Withheld	Total Amount Paid To Date	% of Contract Paid To Date
TOTALS FOR THIS REPORTING PERIOD:									
Comments:									

Report Submitted By: _____

Dated Submitted: _____

Report is to be submitted with each pay application

REMINDER: Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the **Schedule of Participation by Contractor and Subcontractors** form submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendments modifying the amount Contractor is to be compensated will have correspondingly impacted the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution form if appropriate.

ATTACHMENT A

KCATA HISTORICAL WORKERS' COMPENSATION CLAIMS DATA (as of 7/6/12)

Year	Paid Indemnity	Paid Medical	Paid Expense	Total	Open Claims	Total Closed	Total
2007	\$497,473	\$560,882	\$130,428	\$1,188,783	4	123	127
2008	\$463,535	\$464,085	\$110,861	\$1,038,481	11	115	126
2009	\$357,004	\$532,393	\$113,438	\$1,002,835	17	104	121
2010	\$265,160	\$402,363	\$108,418	\$775,941	14	95	109
2011	\$89,239	\$190,152	\$40,873	\$320,264	14	75	89
	\$1,672,411	\$2,149,875	\$504,018	\$4,326,304	60	512	572

Reported Year	Indemnity	Medical Only	Incident Only	Total
2007	47	61	19	127
2008	42	78	6	126
2009	46	58	17	121
2010	29	66	14	109
2011	18	67	4	89
	182	330	60	572

	2007	2008	2009	2010	2011
Transportation	103	91	90	85	66
Maintenance	14	23	22	16	16
Facilities	9	7	4	3	1
Procurement	1	2	1	3	1
Admin	0	3	4	2	5
	127	126	121	109	89

ATTACHMENT B

KCATA WORKERS' COMPENSATION – PAID LOSSES IN EXCESS OF \$25,000

2007-2011

Date of Loss	Status	Description	Paid	Total Incurred
2/8/2007	Closed	Employee alleges that he was stepping off a bus, slipped and fell on tire jack.	\$131,310.98	\$131,310.98
3/26/2007	Closed	Operator was testing bike rack and alleges injury to left hand middle finger.	\$90,551.07	\$90,551.07
3/27/2007	Closed	Operator alleges wheelchair stuck, injured back while trying to secure wheelchair lift.	\$96,009.74	\$96,009.74
4/12/2007	Closed	Employee Alleges That He Slipped On Some Oil In The Pit And Twisted Right Knee.	\$25,120.87	\$25,120.87
4/25/2007	Closed	Employee allegedly slipped on recently waxed floor and fractured wrist.	\$48,690.83	\$48,662.93
5/8/2007	Closed	Operator questioned passenger about fare, alleges being hit by passenger.	\$39,997.31	\$39,997.31
5/14/2007	Closed	Operator alleges slipping getting off bus and injuring shoulder.	\$25,125.91	\$25,125.91
5/17/2007	Closed	Operator alleges passenger urinated on her; also alleges multiple injuries trying to get off the bus.	\$37,814.69	\$37,814.69
5/26/2007	Closed	Vehicle made U Turn in front of bus, contact was made, operator alleges numerous injuries.	\$27,890.10	\$27,890.10
6/1/2007	Closed	Employee Alleges Pain In Her Left Arm And Now Right From Normal Office Job Duties.	\$34,272.54	\$34,272.54
7/3/2007	Closed	Alleges while lifting engine compartment door he strained his left shoulder.	\$50,869.41	\$50,869.41
7/13/2007	Closed	Employee alleges he hit knee on transmster box when getting into driver's seat on bus.	\$33,958.34	\$33,958.34
7/25/2007	Closed	Clmt alleges while unloading wheels, he stepped in oil gravel mix and slipped. Strain lower back and hip.	\$55,641.63	\$55,641.63
7/30/2007	Closed	Operator alleges slipping and falling while pre-tripping bus alleges knee injury.	\$55,251.73	\$55,251.73
8/6/2007	Closed	Operator was on a layover point stepping off bus & alleges hurt right foot	\$30,092.05	\$30,092.05
8/27/2007	Closed	Stepped off bus, lost balance and twisted ankle resulting in fracture.	\$26,028.40	\$26,028.40
11/5/2007	Closed	Employee alleges injury occurred while removing air dryer.	\$89,138.61	\$89,138.61

Attachment B

KCATA Workers' Compensation - Paid Losses in Excess of \$25,000

2007-2011

Date of Loss	Status	Description	Paid	Total Incurred
12/18/2007	Closed	Claimant was walking to use restroom, slipped and fell alleging injuries to knee and head.	\$37,580.58	\$37,797.08
1/2/2008	Closed	Employee alleges that injury occurred while working on driver bus seat. Currently working Transduty.	\$121,812.69	\$121,812.69
1/17/2008	Closed	Operator was entering intersection in bus when an auto ran red light and hit bus. Adverse driver insured by USA Insurance according to Supervisors report.	\$65,646.70	\$16,646.70
2/6/2008	Closed	Employee alleges bus slid on ice and then slid off city street hitting two buildings.	\$31,029.84	\$31,029.84
2/18/2008	Closed	Employee alleges multiple injuries after being involved in MVA.	\$30,927.44	\$30,927.44
4/22/2008	Closed	Claimant alleges car turned in front of bus and was injured upon impact. Alleges head, neck and back injury.	\$28,363.22	\$25,637.51
6/4/2008	Open	Claimant alleges while adjusting outside mirror injured left shoulder.	\$53,526.52	\$95,406.90
6/7/2008	Closed	Employee alleges pushing and pulling carpet wand injuring left shoulder.	\$57,515.13	\$57,515.13
6/10/2008	Closed	Claimant involved in a motor vehicle accident and alleges contusion to left side of face.	\$32,471.26	\$32,471.26
6/11/2008	Closed	Claimant alleges injury to shoulder after trying to catch wheelchair passenger from falling off ramp.	\$47,923.42	\$47,923.42
7/26/2008	Closed	Employee alleges injury to neck, back, and hip from MVA.	\$66,638.68	\$66,088.68
9/9/2008	Closed	Employee alleges left arm being pulled behind back during an assault.	\$38,851.58	\$38,851.58
9/18/2008	Open	Employee alleges injuring ankle by stepping up on curb between buildings.	\$4,755.34	\$50,600.00
10/13/2008	Closed	Claimant alleges tripping over sidewalk at layover point.	\$86,746.84	\$86,746.84
10/17/2008	Closed	Claimant alleges leaning off of bus to grab vacuum and falling injuring wrist.	\$31,605.81	\$31,605.81
12/1/2008	Reopened	5/10/11: small claim, released no ppd. Claimant alleges injuring neck from applying brakes to avoid collision with another vehicle. Hit and run with no subrogation potential.	\$6,820.75	\$28,975.33
12/30/2008	Closed	Employee alleges slipping while getting into bus and striking knee.	\$31,139.59	\$31,139.59

Attachment B

KCATA Workers' Compensation - Paid Losses in Excess of \$25,000

2007-2011

Date of Loss	Status	Description	Paid	Total Incurred
12/30/2008	Closed	Claimant alleges injuring shoulder while catching generator that started to slip.	\$49,888.86	\$49,888.86
1/20/2009	Closed	Claimant alleges pain in right wrist from repairing bus seat.	\$38,945.77	\$38,945.77
2/12/2009	Closed	Claimant alleges pain in both elbows from driving the bus. Shoulder injury.	\$83,857.61	\$83,857.61
2/27/2009	Closed	Claimant alleges falling while stepping off of bus.	\$61,792.86	\$61,792.86
4/6/2009	Closed	Claimant alleges falling from bus step.	\$25,436.55	\$25,436.55
4/15/2009	Closed	Claimant alleges stepping off of rear bumper of truck and rolling ankle on water hose.	\$51,151.41	\$51,151.41
5/30/2009	Closed	Claimant alleges mental anguish from bus being shot at. Assailants unknown. No subrogation potential.	\$43,770.78	\$43,770.78
6/7/2009	Open	Claimant alleges tripping over rebar in bus barn.	\$23,886.91	\$38,500.00
7/6/2009	Closed	Claimant alleges straining shoulder from installing glass panel into bus shelter.	\$38,105.95	\$38,105.95
9/24/2009	Open	Operator alleges injury from assault from person at bus stop.	\$21,649.94	\$38,512.00
10/14/2009	Open	Claimant alleges injury to hands from driving the bus.	\$2,067.04	\$44,300.00
10/27/2009	Open	Claimant alleges injuring multiple body parts in MVA.	\$29,911.64	\$56,540.00
10/29/2009	Closed	Claimant alleges injuring right hand ring finger from catching it in the bus drive belt.	\$91,536.52	\$91,536.52
11/9/2009	Open	Claimant alleges auto ran red light causing multiple injuries.	\$134,840.02	\$178,500.00
11/25/2009	Open	Claimant alleges injuring hands from normal work activities.	\$24,077.23	\$36,652.00
1/15/2010	Open	Claimant alleges injuring right hand/wrist from driving over a pothole in bus.	\$26,036.69	\$46,000.00
2/24/2010	Closed	Claimant alleges slipping on ice in parking lot and injuring right shoulder.	\$52,161.61	\$52,161.61
3/1/2010	Reopened	Claimant alleges stepping out of work truck and twisting ankle.	\$48,372.19	\$69,279.11
3/12/2010	Closed	Claimant alleges injuring shoulder from turning the steering wheel.	\$55,049.48	\$55,049.48
3/16/2010	Open	Claimant alleges injuring shoulder while turning bus steering wheel.	\$55,819.01	\$79,201.33

Attachment B

KCATA Workers' Compensation - Paid Losses in Excess of \$25,000

2007-2011

Date of Loss	Status	Description	Paid	Total Incurred
5/5/2010	Closed	Claimant alleges hitting head on bus interior while unsecuring a wheelchair passenger.	\$132,869.65	\$132,869.65
6/3/2010	Open	Claimant alleges stepping off bus and falling.	\$48,889.85	\$71,431.00
7/19/2010	Closed Pending Final Chgs	Claimant alleges injury from driving over dip in the road.	\$58,798.38	\$72,206.00
9/8/2010	Open	Claimant alleges injury from assault.	\$18,845.02	\$43,400.00
12/12/2010	Closed	Claimant alleges falling between buildings.	\$29,071.34	\$29,071.34
12/20/2010	Closed	Claimant alleges injuring back from driving bus over dip in the road.	\$67,093.71	\$67,093.71
1/10/2011	Closed	Claimant alleges injury to right arm from slip and fall.	\$58,845.30	\$58,845.30
1/26/2011	Open	Claimant alleges slipping on ice in parking lot.	\$18,662.20	\$30,915.00
1/29/2011	Open	Claimant alleges psych related injury from witnessing shooting near bus.	\$12,147.45	\$41,106.32
9/22/2011	Open	Claimant alleges injuring right shoulder while sanding bus in garage.	\$50,733.91	\$75,284.47

ATTACHMENT C

KCATA HISTORICAL AUTOMOBILE CLAIMS DATA (as of 07/01/2012)

Year	Claim Count	Closed Claims	Open Claims	Bodily Injury Incurred	Expense Incurred	Legal Incurred	Property Damage Incurred	Total		
								Paid	Reserve	Incurred
1999	364	364	0	209,068.56	3,454.72	0.00	132,866.95	345,390.23	0.00	345,390.23
2000	387	387	0	192,768.01	5,435.22	0.00	207,657.35	405,860.58	0.00	405,860.58
2001	293	293	0	435,460.05	7,770.33	0.00	102,882.23	546,112.61	0.00	546,112.61
2002	231	231	0	163,484.87	9,200.03	0.00	74,797.69	247,482.59	0.00	247,482.59
2003	232	232	0	380,444.94	15,074.94	540.00	66,127.16	462,187.04	0.00	462,187.04
2004	272	272	0	193,424.55	21,826.53	1,614.70	90,494.65	307,360.43	0.00	307,360.43
2005	254	254	0	623,081.15	24,521.09	5,086.32	126,870.13	779,558.69	0.00	779,558.69
2006	268	267	1	379,796.78	23,836.45	74,626.35	124,550.20	586,748.14	16,061.64	602,809.78
2007	283	282	1	736,079.25	32,729.17	8,309.35	108,174.08	733,297.16	151,994.69	885,291.85
2008	305	304	1	449,785.31	10,042.74	17,019.25	411,796.61	879,642.59	9,001.32	888,643.91
2009	241	236	5	394,368.54	15,618.28	12,183.36	98,522.35	411,451.52	109,241.01	520,692.53
2010	210	202	8	759,578.89	6,785.28	12,765.15	73,381.18	730,897.99	121,612.51	852,510.50
2011	218	188	30	383,136.15	6,181.56	3,000.00	128,448.98	206,134.84	314,631.85	520,766.69
2012	82	49	33	107,206.25	1,250.00	0.00	34,482.90	41,909.36	101,029.79	142,939.15
Sum:	3,640	3,561	79	5,407,683.30	183,726.34	135,144.48	1,781,052.46	6,684,033.77	823,572.81	7,507,606.58

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
5/9/2000	Motorcycle Rear-ended Bus	\$100,000.00	\$0.00
7/17/2000	Insured Collided With Claimant Vehicle At Intersection	\$24,000.00	\$0.00
7/19/2000	Passengers Claim Injury When Car Went Through Red Light And Struck Bus	\$0.00	\$0.00
9/4/2001	Insured Bus Hit Ladder, Causing Workman On Ladder To Fall	\$235,000.00	\$0.00
11/18/2001	Claimant Alleges Bus Ran Red Light And Hit Claimant Vehicle	\$125,000.00	\$0.00
11/1/2002	Bus Struck Pedestrian	\$80,744.05	\$0.00
1/18/2003	Insured Bus Making Left Turn And Collided With Claimant Vehicle Which Was Crossing Intersection	\$176,695.86	\$0.00
3/22/2003	Insured Bus Collided With Cab At Intersection	\$75,000.00	\$0.00
4/24/2003	Passenger Alleges Injury When She Fell In Aisle After Driver Started The Bus	\$49,014.80	\$0.00
8/29/2003	Passenger Standing In Aisle Was Thrown Into Farebox When Driver Had To Brake Suddenly.	\$30,000.00	\$0.00
1/27/2004	IV rear ended CV	\$17,386.00	\$0.00
7/4/2004	Passenger Alleges Broken Collarbone After Bus Hit Curb.	\$20,538.05	\$0.00
7/22/2004	Claimant Alleges Bus Turned In Front Of Her, Causing Vehicles To Collide	\$26,500.00	\$0.00
11/29/2004	Operator Stated He Was Eastbound On 39Th St At Cleaver Ii Blvd, Was Stopped At This Location For Flashing Red Light. N & S Bound Traffic On Cleaver Blvd Had Flashing yellow Light. Operator Checked Traffic Both Directions; Saw	\$27,500.00	\$0.00
2/3/2005	Bus pulled out in front of motorcycle.	\$85,000.00	\$0.00
4/27/2005	Insured Driver Was Distracted By Report Of Gun On Bus And Failed To Stop At Stop sign, Causing Collision With Other Vehicle	\$18,000.00	\$0.00
9/7/2005	Claimant exited the bus and fell.	\$145,000.00	\$0.00
10/13/2005	Motorcyclist Allegedly Lost Control And Slid Under Rear Dual Wheels Of Bus	\$275,000.00	\$0.00
1/12/2006	Bus hit a pedestrian in the roadway.	\$200,000.00	\$0.00
3/29/2006	Passenger Alleges Bus Driver Pulled From Curb Too Quickly Causing Passenger To Fall In Aisle.	\$0.00	\$15,000.00
9/10/2006	Bus hit claimant in crosswalk.	\$50,000.00	\$0.00
11/29/2006	Bus hit claimant's door as he was opening it.	\$19,750.00	\$0.00
1/16/2007	claimant fell on the bus fractured her hip	\$180,000.00	\$0.00
3/8/2007	Passenger Alleges Fall When Driver Failed To Allow Her To Cross Yellow Line And Be Seated Before He Pulled Off From Passenger Stop.	\$49,749.65	\$0.00
3/22/2007	Bus Made Left Turn In Front Of Claimant Vehicle, And Vehicles Collided.	\$15,938.00	\$0.00
5/16/2007		\$0.00	\$150,000.00
7/14/2007	Claimant fell out of wheel chair after exiting bus.	\$195,000.00	\$0.00
2/6/2008	Bus traveling west hit building at Admiral and Oak.	\$0.00	\$0.00
2/6/2008	Bus traveling west hit building at Admiral and Oak.	\$0.00	\$0.00
3/3/2008	Bus hit curb passenger injured	\$48,232.25	\$0.00

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
3/19/2008	Bus hit CV turning onto street	\$19,500.00	\$0.00
3/25/2008	Claimant fell as the bus was moving.	\$110,000.00	\$0.00
10/8/2008	Claimant hit by bus that ran a stop sign.	\$19,999.99	\$0.00
10/20/2008	Claimant alleges bus driver pulled off to fast and he fell down.	\$100,500.00	\$0.00
3/9/2009	Bus turning left after waiting for a stop light, struck a pedestrian crossing the street. The offended pedestrian was injured and transported by ambulance to an area hospital. The driver's side windshield was broken by the impact with the pedestrian.	\$0.00	\$50,000.00
3/9/2009	Claimant stepped off the bus into the mud and fell and fractured her ankle.	\$28,000.00	\$0.00
4/29/2009	While the bus was traveling northbound in normal service, it approached an area on the four lane road where the southbound lanes were barricaded for road construction and the two northbound lanes were marked by cones as one lane in each direction. As the bus approached, there were reportedly three or four cars stopped and waiting for a truck blocking the northbound restricted area. The bus operator indicated in his report that, because there was no traffic coming southbound, while going northbound, he moved into the lane designated for southbound traffic to go around the delayed traffic. Just as he was passing the front car in the designated northbound lane (a Ford Ranger pickup truck), the truck turned left into the side of the bus. There was minor damage to both vehicles and two passengers onboard claimed injury not requiring immediate medical treatment.	\$25,000.00	\$0.00
5/6/2009	While the bus was traveling in normal service in the right curb lane, an auto on the left made a sudden right turn in front of the bus. To avoid collision, the bus stopped suddenly causing the passengers to lurch forward. One of the passengers struck his head on a stanchion bar causing injury. MAST #5918 responded and transported the injured passenger to St. Luke's hospital for treatment.	\$46,500.00	\$0.00
6/9/2009	While the bus was traveling in normal service, a passenger fell out of her seat to the floor of the bus. When asked, she told the bus operator that she was uninjured. She did provide contact information to the bus operator.	\$0.00	\$20,000.00
9/21/2009	While the bus was negotiating an S-turn in the roadway, a passenger who was sitting sideways in a side facing seat fell out of the seat to the floor of the bus. She claimed that the she injured both knees as a result of the fall and asked for immediate medical treatment. MAST #5916 responded and transported her to an area hospital.	\$0.00	\$20,000.00
9/24/2009	Claimant was in a wheel chair crossing the street and the bus operator hit them.	\$20,000.00	\$0.00

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
9/24/2009	While the bus was turning left, it struck a wheelchair crossing the street from the opposite direction in the crosswalk. As a result of the collision, the person in the wheelchair was thrown from the chair to the street. Just before the collision, the bus operator realized what was about to happen and slammed on her brakes. There was a wheelchair passenger onboard the bus that was thrown from his chair when the bus suddenly stopped. The wheelchair pedestrian, the wheelchair passenger, and another onboard passenger claimed injuries sufficient for immediate medical treatment and were transported by ambulance to area hospitals. The bus operator was ticketed by the responding police officer for failure to yield to a pedestrian in the crosswalk.	\$42,500.00	\$0.00
12/26/2009	When the bus was stopped for a passenger stop, an alighting passenger slipped and fell on the icy sidewalk after he was completely off the bus and attempting to walk away. When asked, he stated that he was hurt and requested an ambulance. The bus operator called for assistance and KCFD emergency responded. The injured person was quite upset and stated that the bus operator did not take this event seriously. Video shows that this person was completely off the bus when he fell on the ice.	\$0.00	\$15,000.00
2/11/2010	The bus operator notified the radio dispatcher that he witness an auto crash into a pole at the intersection where he was waiting to make a turn. Both the driver of the wrecked auto and a passenger onboard the bus called the regional call center to report that the bus ran the car off the road by beginning its left turn immediately in front of the oncoming car. The car swerved to avoid impact with the turning bus and crashed into a pole. Video retrieved from the bus verifies that the bus began turning left just as the auto from the other direction was approaching the intersection at regular speed. The bus stopped short of hitting the swerving auto as it passed.	\$0.00	\$15,000.00
5/3/2010	While the bus was traveling in normal service around a curve, a wheelchair passenger and her chair tipped over. The passenger struck her head on a stanchion bar and injured her lip.	\$25,000.00	\$0.00
5/6/2010	While the bus was operating in normal service, the bus operator reported that the auto ahead stopped suddenly causing him to stop the bus suddenly as well. As a result, a child fell out of her seat to the floor of the bus. Sometime later, the child's mother commented that she hurt her ankles while bracing herself when the bus stopped. She requested medical assistance for both of them. MAST #5965 transported both from the bus to an area hospital for treatment. The responding KCATA Road Supervisor's report cites the complaining passenger as stating that the bus operator was not driving unsafely.	\$0.00	\$15,000.00

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
5/6/2010	While the bus was operating in normal service, the bus operator reported that the auto ahead stopped suddenly causing him to stop the bus suddenly as well. As a result, a child fell out of her seat to the floor of the bus. Sometime later, the child's mother commented that she hurt her ankles while bracing herself when the bus stopped. She requested medical assistance for both of them. MAST #5965 transported both from the bus to an area hospital for treatment. The responding KCATA Road Supervisor's report cites the complaining passenger as stating that the bus operator was not driving unsafely.	\$0.00	\$20,000.00
5/23/2010	While the bus was traveling in normal service through an intersection with the green light in its favor, an auto from the right failed to stop for its red light and entered the intersection immediately in front of the bus. To avoid collision, the bus stopped suddenly and a child passenger fell from his seat. The child sustained injury as a cut on his right ear. His mother, who was traveling with him, requested MAST. The child was transported to an area hospital for treatment.	\$0.00	\$19,999.99
5/24/2010	While the bus was traveling in normal service, the bus struck an auto parked at the curb. The bus operator indicated that she was forced to the right by an encroaching auto. Video does not verify this claim. Although the bus operator claimed there was no-one in the parked auto at the time of the collision, two people claimed that they were in the auto and sustained resultant injury. Neither requested immediate medical assistance.	\$0.00	\$19,000.00
8/6/2010	While the bus was leaving a passenger stop, a passenger alighting at the rear door was not fully off the bus and the bus moved forward dragging her and knocking her to the ground. Another passenger who had just alighted at the same door grabbed the arm of the fallen passenger preventing the bus' rear wheel from rolling over her.	\$14,000.00	\$1,000.00
9/8/2010	While the bus was stopped for a passenger stop to board a wheelchair, the bus operator asked a passenger seated in the wheelchair securement area to make room for the wheelchair. The displaced passenger attacked the bus operator, who fought back. Both were injured as a result of this conflict. The passenger was transported by ambulance for treatment and subsequently arrested by police. The bus operator was treated at Corp. Care for his sustained injuries.	\$55,000.00	\$0.00
9/14/2010	While the bus was operating in normal service and turning right at an intersection. An SUV passed the turning bus on the left and struck a motorcycle traveling through the intersection from the right. The bus was not involved in the collision. The motorcyclist was injured as a result of his collision with the SUV.	\$335,000.00	\$0.00

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
11/7/2010	While the bus was traveling through a signalized intersection, it struck another KCATA bus (#S99) traveling through the same intersection from the right; both disabled. Both operators claimed in their respective reports that they had a green light. Video indicates that one operator was trying to beat a yellow light and the other was timing the lights expecting the light to change as he approached without slowing. Both drivers and 6 passengers were injured and transported to area hospitals.	\$28,971.38	\$0.00
11/7/2010	While the bus was traveling through a signalized intersection, it struck another KCATA bus (#S99) traveling through the same intersection from the right; both disabled. Both operators claimed in their respective reports that they had a green light. Video indicates that one operator was trying to beat a yellow light and the other was timing the lights expecting the light to change as he approached without slowing. Both drivers and 6 passengers were injured and transported to area hospitals.	\$19,999.99	\$0.00
11/7/2010	While the bus was traveling through a signalized intersection, it struck another KCATA bus (#S99) traveling through the same intersection from the right; both disabled. Both operators claimed in their respective reports that they had a green light. Video indicates that one operator was trying to beat a yellow light and the other was timing the lights expecting the light to change as he approached without slowing. Both drivers and 6 passengers were injured and transported to area hospitals.	\$17,000.00	\$0.00
11/7/2010	While the bus was traveling through a signalized intersection, it struck another KCATA bus (#S99) traveling through the same intersection from the right; both disabled. Both operators claimed in their respective reports that they had a green light. Video indicates that one operator was trying to beat a yellow light and the other was timing the lights expecting the light to change as he approached without slowing. Both drivers and 6 passengers were injured and transported to area hospitals.	\$19,900.00	\$0.00
2/27/2011	Claimant was running along the bus in the street and fell under it and the rear dual tire ran her over resulting in a fatality.	\$0.00	\$50,000.00
5/23/2011	While the bus was traveling through an intersection, an auto from the left failed to stop for its controlling stop sign and entered the intersection immediately in front of the bus resulting in collision. The driver of the auto and 2 passengers on the bus were transported by ambulance to an area hospital for treatment of resultant injuries. Significant damage to the auto and moderate damage to the front of the bus.	\$0.00	\$50,000.00
8/16/2011	Operator states he was going 20-25 mph WB on 9th Street, when he started to break and rear ended an SUV. Bus left over 60 feet of skid marks. SUV was in left lane preparing to turn, when SUV was rear ended by bus. Driver of SUV was transported to the hospital. The SUV sustained major damage, bus had both front windshields broken out and sustained damage to front end.	\$5,000.00	\$35,000.00

ATTACHMENT D

KCATA AUTO LIABILITY CLAIMS - PAID IN EXCESS OF \$15,000 (as of 05/09/2000)

Date of Loss	Description	Paid	Remaining Reserve
12/6/2011	While the bus was traveling in normal traffic approaching a signalized intersection to turn left, it entered the intersection turning left and struck a pedestrian crossing the street from the opposite direction. Police officer Gooch #4868	\$0.00	\$50,000.00
1/20/2012	Operator made stop to pick up female passenger stopped for a red light and then preceded to cross intersection while light was still red. Bus was struck by oncoming vehicle that had the green light. Driver of the vehicle appeared to be injured.	\$0.00	\$15,000.00
1/20/2012	Operator made stop to pick up female passenger stopped for a red light and then preceded to cross intersection while light was still red. Bus was struck by oncoming vehicle that had the green light. Driver of the vehicle appeared to be injured.	\$17,000.00	\$0.00

ATTACHMENT E

KCATA GENERAL LIABILITY LOSS RUN (as of 11/21/2005)

Date of Loss	Description	Paid	Remaining Reserve
11/21/2005	claimant alleges sexual harassment	\$391.84	\$0.00
11/7/2007	CV parked at park & ride, someone stole catalytic converter.	\$0.00	\$0.00
5/2/2008	Shelter blew over knocked down chain link fence	\$0.00	\$0.00
5/15/2008	CV parked, someone stole catalytic converter	\$0.00	\$0.00
6/6/2008	Car vandalized at parking lot	\$0.00	\$0.00
12/2/2008	Bus operator was knocking on the window of the overhead door at the fire station to use the bathroom and broke the window.	\$293.75	\$0.00
1/27/2009	Claimant entering door from outside, slipped and tripped over threshold.	\$0.00	\$0.00
2/8/2009	Claimant alleges bus driver called the police and reported his van had a homeless man sleeping in it while at the park & ride at 40 Hwy & Blue Ridge and it was towed away.	\$0.00	\$0.00
3/6/2009	Operator found claimants phone and set it down on a table in the training room and it was stolen.	\$125.00	\$0.00
3/16/2009	A man sat down on the bench and it flipped over and hit a child's foot.	\$222.85	\$0.00
3/30/2009	Claimant alleges someone knocked off the right side mirror on his car while parked in the employee parking lot.	\$0.00	\$0.00
6/10/2009	Lt Key car was parked in the fenced in lot and when he came out there was damage to the left rear quarter panel.	\$0.00	\$0.00
9/18/2009	Claimant was riding a bicycle on the Trolley Trail at 85th & Prospect and hit a washed out area on the trail and fell off bicycle and was injured.	\$9,421.96	\$100,578.04
7/28/2010	Claimant hit a hole near 47th Troost where a KCATA contractor was working and damaged a tire and wheel.	\$0.00	\$0.00
8/16/2010	Claimant walking on the sidewalk tripped over the sign mounted on the sidewalk fell and broke her left hip.	\$0.00	\$0.00
9/21/2010	Claimant alleges the stud was sticking up above where the bench sits and the bench was stolen and he tripped over them and fell down.	\$0.00	\$0.00
9/22/2010	Claimant was exiting the gated parking lot and the gate arm fell on the hood of his truck.	\$458.32	\$0.00
10/26/2010	Claimant sat down on the bench at 39th & Paseo and flipped over and she injured her knee.	\$0.00	\$0.00
1/28/2011	Claimant alleges he slipped and fell on the sidewalk by the bus shelter at 74th Broadway, alleges sidewalk icy, claimant walks with a cane or crutch.	\$0.00	\$0.00

ATTACHMENT E

KCATA GENERAL LIABILITY LOSS RUN (as of 11/21/2005)

Date of Loss	Description	Paid	Remaining Reserve
1/31/2011	Claimant alleges she stepped down off the bus and fell on the sidewalk at the 75th Transit Center, slipped on snow and ice. Walked about three steps from the bus before falling.	\$0.00	\$0.00
4/22/2011	KCATA employee mowing grass throw a rock and it hit claimant's car as he was driving by.	\$980.97	\$0.00
7/11/2011	While the bus was approaching a passenger stop, it struck a concrete barrier near the right rear wheel causing damage to the body of the bus. There were no resultant injuries. Supervisor responded and took the bus operator for a post-accident drug/alcohol test per KCATA policy.	\$748.38	\$0.00
11/3/2011	Claimant walking into the lobby of the Breen Building and tripped over the rug on the floor and fell.	\$0.00	\$5,000.00
3/26/2012	Employee mowing the grass threw a rock and hit claimant's windshield in the parking lot.	\$236.78	\$0.00

**ATTACHMENT F
PROPOSAL CHECKLIST FORM**

Listed below are documents that are required to be submitted in response to this Request for Proposals (RFP).

- Volume I
- Volume II
- Volume III
 - Schedule of Participation by Contractor and Subcontractors (Attachment G)
 - Proposal Response Forms (Attachment H)
 - Vendor Registration Form (Attachment I); (unless already on file with KCATA).
Include this form for each Subcontractor.
 - Work Force Analysis Report Form (Attachment J-2; unless already on file with KCATA)
Include this Report for each Subcontractor.
 - Affidavit of Primary Participants Regarding Employee Eligibility Verification
(Primary and Lower-Tier) Form (Attachment K). *Include Attachment K-2 if using Subcontractors.*
 - Certification of Debarment (Primary and Lower-Tier) Form (Attachment L)
Include Attachment L-2 if using Subcontractors.
 - Certification of Lobbying (Primary and Lower-Tier) Form (Attachment M)
Include Attachment M-2 if using Subcontractors.
 - Receipt of Addenda Form (*If issued*)
 - Audited Financial Statements for Past Two Years
 - Letter of Intent to Subcontract (*See Section 6*)
 - Contractor Utilization Plan/Request for Waiver (*See Section 6*)

ATTACHMENT G
SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

Form must be submitted for each prospective offeror and submitted with proposal

PRIME CONTRACTOR				
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	Value of Work	DBE % Participation
			\$	%
SUBCONTRACTOR(S)				
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	Value of Work	DBE % Participation
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

TOTAL VALUE OF WORK \$ _____

TOTAL CONTRACT VALUE OF WORK
 (FROM COST/PRICE PROPOSAL – ATTACHMENT D-1) \$ _____

TOTAL DBE PARTICIPATION \$ _____

TOTAL PERCENTAGE OF DBE PARTICIPATION _____%

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE SUBCONTRACTOR(S) FOR THE WORK LISTED ON THIS SCHEDULE.

Prime Contractor (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

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

**ATTACHMENT H
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall be required during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

E-mail address _____

**ATTACHMENT H
PROPOSAL RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

FEE PER CLAIMANT						
Automobile Liability (estimate - 425 claims per year)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$
General Liability (estimate - 15 claims per year)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$
Workers' Compensation (estimate - 40 Lost Time, 70 Med Only, 10 Incident)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$
If the FEE PER CLAIMANT pricing will not see the claim to conclusion, explain the pricing and timeframe associated with taking the claim to closure.						

	Contract Yr 1	Contract Yr 2	Contract Yr 3	Option Yr 1	Option Yr 2
Automobile Liability Estimated Annual Subtotal	\$	\$	\$	\$	\$
General Liability Estimated Annual Subtotal	\$	\$	\$	\$	\$
Workers' Compensation Estimated Annual Subtotal	\$	\$	\$	\$	\$
Estimated Annual Contract Total	\$	\$	\$	\$	\$

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____

**ATTACHMENT H
Proposal RESPONSE FORM
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

CRADLE TO GRAVE						
Automobile Liability (estimate - 425 claims per year)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$
General Liability (estimate - 15 claims per year)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$
Workers' Compensation (estimate - 40 Lost Time, 70 Med Only, 10 Incident)						
	New	Run Off	Subro	Admin	RMIS	Estimated Annual Subtotal
Contract Yr 1	\$	\$	\$	\$	\$	\$
Contract Yr 2	\$	\$	\$	\$	\$	\$
Contract Yr 3	\$	\$	\$	\$	\$	\$
Option Yr 1	\$	\$	\$	\$	\$	\$
Option Yr 2	\$	\$	\$	\$	\$	\$

	Contract Yr 1	Contract Yr 2	Contract Yr 3	Option Yr 1	Option Yr 2
Automobile Liability Estimated Annual Subtotal	\$	\$	\$	\$	\$
General Liability Estimated Annual Subtotal	\$	\$	\$	\$	\$
Workers' Compensation Estimated Annual Subtotal	\$	\$	\$	\$	\$
Estimated Annual Contract Total	\$	\$	\$	\$	\$

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____



Procurement Department
1350 E. 17th Street
Kansas City, MO 64108
(816) 346-0254

Attachment I

Vendor Registration Application

REVISION INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

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

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	
Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	
Business Type:	<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership
	<input type="checkbox"/> Limited Liability Company		<input type="checkbox"/> Other (Explain) _____
If Incorporated, in Which State:	Federal Tax ID No:		
Years in Business:	Years in Business Under Current Name:		
Annual Gross Receipts:	<input type="checkbox"/> Less than \$250,000		<input type="checkbox"/> \$250,000 to \$ 500,000
	<input type="checkbox"/> \$1 Million to 5 Million		<input type="checkbox"/> \$500,000 to 1 Million
Standard Invoice Terms:	Due Days		Discount Days
			Percent
Identify the goods or services you are interested in providing to KCATA:			
NAICS CODE(S):		SIC CODE(S):	
NAICS CODE(S):		SIC CODE(S):	

Identify number of personnel employed by the company in the following categories:

Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)

1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26

For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at
(816) 346-0224 or via email at dbradshaw@kcata.org.

WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under federal law to work in the United States.

CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.

Signature		Date
Printed Name		Title

**Return completed Vendor Registration Form to Kansas City Area Transportation Authority,
Procurement Department, 1350 East 17th Street, Kansas City, MO 64108**

Fax: (816) 346-0336 or email: proc@kcata.org

Doc. 7-27-11

**A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority.
To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.**

ATTACHMENT J-1
GUIDELINES FOR WORKFORCE ANALYSIS

Form AA1, Part I

DEFINITIONS:

RACIAL/ETHNIC

1. **WHITE** (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
2. **BLACK** (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.
3. **HISPANIC**: All persons of Mexican, Puerto Rican, Cuban, Central or South American origin, regardless of race.
4. **ASIAN or PACIFIC ISLANDER**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
5. **AMERICAN INDIAN or ALASKAN NATIVE**: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

JOB CATEGORIES

1. **OFFICIALS and MANAGERS**: Includes chief executive officers, presidents, vice-presidents, directors and kindred workers.
2. **PROFESSIONALS**: Includes attorneys, accountants and kindred workers.
3. **TECHNICIANS**: Includes computer programmers and operators, drafters, surveyors, highway technicians, inspectors and kindred workers.
4. **SALES WORKERS**: Includes contract sales representatives, purchasing agents, customer relations representatives and kindred workers.
5. **OFFICE and CLERICAL**: Includes secretaries, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **CRAFT WORKERS** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **OPERATIVES** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **LABORERS** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **SERVICE WORKERS**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

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

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

Signature of Certifying Official _____

Company Name _____

Printed Name and Title _____

Address/City/State/Zip Code _____

Date Submitted _____

Telephone Number/Fax Number _____

**ATTACHMENT K-1
AFFIDAVIT OF PRIMARY PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or 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 _____, 20____

Notary Public

My Commission expires:

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

**ATTACHMENT K-2
AFFIDAVIT OF LOWER-TIER PARTICIPANTS
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or 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 _____, 20____

Notary Public

My Commission expires:

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

**ATTACHMENT L-1
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 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT L-2
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 31 U.S.C., SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

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

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

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

Executed this _____ day of _____ 20____

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT M-2
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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT N
KCATA TRAVEL POLICY & HOTEL RATES
FOR CONTRACTORS**

General Policy

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than the special rate for a single room at the KCATA designated hotels, which is a maximum daily amount of \$125.00 (incl. tax).
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$60 a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of 55.5 cents per mile (based on IRS' 2012 established rate).

HOTEL AVAILABILITY AND RATES

****Must Request Government Rates – Based on Availability and Subject to Change****

ALADDIN HOLIDAY INN 1215 Wyandotte, Kansas City, MO – Downtown (816) 421-8888 **Includes free wireless internet & local telephone	\$99.00 + Tax
BEST WESTERN SEVILLE PLAZA 4309 Main Street, Kansas City, Missouri – Country Club Plaza (816) 561-9600 **Includes full breakfast, local calls, hi-speed internet & parking	\$84.59 + Tax
HOLIDAY INN AT COUNTRY CLUB PLAZA One E. 45 th Street, Kansas City, Missouri – Country Club Plaza (816) 753-7400 **Includes unlimited local phone & wireless internet, full breakfast	\$99.00 + Tax
SHERATON CROWN CENTER 2345 McGee Street (816) 841-1000 **Includes local phone; internet \$9.95/day	\$99.00 + Tax
MARRIOTT – COUNTRY CLUB PLAZA HOTEL 4445 Main Street, Kansas City, MO – Country Club (816) 531-3000 **Includes local calls; hi-speed internet \$9.95/day	\$99.00 + Tax (Fed. Rate)
MARIOTT - DOWNTOWN 200 W. 12 th Street, Kansas City, Missouri - Downtown (816) 421-6800 **Includes wireless internet	\$99.00 + Tax
MARIOTT - RESIDENCE INN 2975 Main Street, Kansas City, Missouri – Crown Center (816) 561-3000 **Queen studio with hot breakfast and wireless internet	\$99.00 + Tax
WESTIN CROWN CENTER One Pershing Road, Kansas City, MO – Downtown (816) 474-4400 **Includes local telephone	\$99.00 + Tax