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

REQUEST FOR PROPOSALS

Proposal No. 17-8006-38

Employee Benefits Broker

Date: February 24, 2017

Contact: Tamika McDonald
Senior Buyer

Telephone: (816) 346-0283

Fax: (816) 346-0336

Email: tmcdonald@kcata.org

**Request for Proposals
RFP# 17-8006-38
Employee Benefits Broker**

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified firms to provide consulting/brokerage services for KCATA's Employee Benefits Program.

The Kansas City Area Transportation Authority ("KCATA" or "Authority") is the bi-state regional transit authority for the seven-county (Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas) metropolitan area. The Authority provides transit service seven days per week and provides approximately 16 million transit trips per year on Metro bus and MAX services, Share-A-Fare paratransit service.

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity regulations. Offerors shall read and understand the requirements of this RFP #17-8006-38.

The term of the contract will be for one (1) year with four (4) one-year options. It is anticipated that the start date of any contract awarded will be May 2017.

It is the policy of the Kansas City Area Transportation Authority to ensure that Disadvantaged Business Enterprises (DBEs), as identified in 49 CFR Part 26, have an equal opportunity to receive and participate in Department of Transportation (DOT) assisted contracts. KCATA's current goal proposes that 8.5% of all DOT funds expended in DOT0-assisted contracts will be let to certified DBE firms that are available, willing and able. A separate DBE goal has not been set for this project.

Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from offerors **by 11:00a.m. March 8, 2017** and must be submitted in writing to Tamika McDonald, Senior Buyer, at tmcdonald@kcata.org and will anticipate having an answer by close of business **March 10, 2017**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Closing and Submission:

Proposals must be submitted **before 11:00am, March 15, 2017**. Please reference **RFP #17-8006-38** on the submittal cover. Proposals received after time and date specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Kansas City Area Transportation Authority
Shipping and Receiving Department
Attn: Tamika McDonald, Procurement
1350 East 17th Street
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing. This proposal does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion

concerning the award of this contract with any member of the KCATA's Board of Commissioners or any employee of KCATA during the period beginning on the date of proposal issue and ending on the date of the selection of the Contractor. Any such contact may be grounds for disqualification of the proposer. Contact with KCATA Procurement Department staff during such time period must be limited to site visits, technical questions, and discussions through the project award process.

Denise Adams
Senior Manager Procurement

PROPOSAL ORGANIZATION

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- Attachment C.1 – EEO-1 Workforce Analysis Report
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NO PROPOSAL REPLY FORM

PROPOSAL # 17-8006-38

Employee Benefit Broker

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Proposal #17-8006-38" on the outside of the envelope.

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: _____

____ 6. We wish to remain on the Proposer's list for these services.

____ 7. We wish to be removed from the Proposer's list for these services.

FIRM NAME

SIGNATURE

SECTION 1 - PROPOSAL CALENDAR

Proposal Advertisement	February 27, 2017
RFP Issued	February 27, 2017
Deadline for Proposer Questions, Comments, & Requests for Clarification	11:00a.m., March 8, 2017
KCATA Responds to Questions	March 10, 2017
Proposal Closing	11:00A.M., March 15, 2017
Interviews/Demonstration (Tentative)	March 21, 2017
Notice of Contract Award (Anticipated)	April 2017

SECTION 2 - SCOPE OF WORK

2.1.BACKGROUND:

- A. The Kansas City Area Transportation Authority (KCATA) is soliciting proposals from qualified firms to provide consulting/brokerage services for KCATA's Employee Benefits Program in accordance with the specifications and provisions stated herein.
- B. The KCATA provides public transportation for the metropolitan Kansas City area and is a bi-state agency created by a compact between the states of Missouri and Kansas. As a political sub-division, the Authority is exempt from sales taxes.
- C. Although the KCATA owns multiple facilities and properties, most all employees are based at the central complex at 17th Street and Forest in Kansas City, Missouri and several employees are located in Johnson County, Kansas.
- D. Benefits are provided to salaried employees based on the Salaried Personnel Policy and can be changed from time-to-time.
- E. Benefits required to be provided to union employees are negotiated between the KCATA and the Amalgamated Transit Union, Local 1287. Premium splits between the Authority and employees are governed by the labor contract. Currently, the Authority is paying approximately 80% of health care premiums for full-time union employees.
- F. In addition to KCATA provided benefits, some voluntary products are available for employees to purchase with premiums withheld out of bi-weekly paychecks.
- G. KCATA retirees under the age sixty-five are entitled to health insurance coverage under the same terms as active employees. The Authority currently pays 90% of the premium for the pensioner's own coverage.
- H. Employees are allowed to opt out of KCATA provided health coverage, and if they can provide proof of outside coverage, they receive a cash reimbursement of the amount the Authority pays for the employee only coverage.
- I. The Authority's 2017 budget includes the following number of employees by classification:

	Salaried	Union	Total
Full-time Employees	130	547	677
Part-time Employees	1	110	111
<i>Sub-total</i>	<i>131</i>	<i>657</i>	<i>788</i>
Contract Employees	7	0	7
<i>Total Employees</i>	<i>138</i>	<i>657</i>	<i>795</i>

Current enrollment in KCATA's health insurance is as follows:

Full-time employees	585
Part-time employees	4
Retirees under 65	39
Retirees over 65	6
COBRA	2
<i>Total 2017 Enrollment</i>	<i>636</i>

J. KCATA's employees participate in an Open Enrollment session every October to select, renew and/or update their benefits elections. ATA is currently using the Explain My Benefits (EMB) internet portal for online enrollment and to give employees access to benefit information. EMB is provided by the current broker. Employees are first eligible for benefits as follows:

- Salaried Employees: On the first day of employment
- Union full-time employees: The 1st of the month following 44 days of actual work
- Union part-time: After 350 hours of actual work time
- Retirees: Upon retirement

K. KCATA currently purchases coverage for all benefits and is not self-insured for any employee benefit.

2.2. TERM and RENEWAL OPTIONS: The term of this agreement shall be for a period of one (1) year from date of contract award. The KCATA shall have the option to renew the contract annually for up to four (4), one (1) year periods. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the "contract term".

2.3. SCOPE OF SERVICES:

A. The KCATA is seeking comprehensive employee benefits brokerage and consulting services.

B. Although the benefit package may be changed periodically, the current benefit package includes:

Benefit	Current Provider	Service Inception	Estimated 2017 Amount
Health and COBRA	BCBS	2006	\$9,162,840
Dental	Delta Dental	1998	\$364,870
Life Insurance (basic coverage provided by ATA)	The Hartford	2005	\$41,399
Supplemental Life Insurance (available for employee buy up)			\$ 159,288
Accidental Death & Dismemberment			\$3,958
Short-term Disability (indemnity provided by ATA)			\$114,221
Short-term Disability (available for employee buy up)			\$85,713
Long- term Disability (optional)			\$ 112,319
Section 125 Flexible Spending Accounts (available for employee participation with minimum enrollment requirement)	Flex Made Easy	2017	\$8,736
Employee Assistance Program	New Directions	2001	\$21,000

- C. The KCATA will enter into an umbrella contract that will include the following two components:
1. Fixed Fee Contract. Required broker services that will be paid on an annual fixed-fee arrangement with the fee to be paid quarterly, directly by the KCATA, with no commissions paid to the broker from insurance carriers, for the required services. The umbrella contract between the KCATA and the Broker will include the fixed fee for the required services, and
 2. IDIQ Work Order Contract. On-call broker services that will be optional for the KCATA under what is labeled a task order or Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement whereby the broker will have expertise and services available when and if the KCATA determines a particular service is desirable. The umbrella contract with the broker will include an amount not to exceed for the total of such IDIQ services, and hourly or standard rates for the broker for on-call services. When the KCATA desires a service, a scope of service and fee will be negotiated, and upon reaching agreement, a work order will be issued by the KCATA.

2.4. REQUIRED ANNUAL SERVICES (FIXED FEE CONTRACT):

- A. Brokerage services must be comprehensive and provide strong support to KCATA's mission in developing mass transit in a cost effective manner. The following services are required as part of the annual fixed arrangement.
- B. Become knowledgeable about KCATA by reviewing materials including, but not limited to, plan documents, collective bargaining agreements, funding methodologies, policies and practices, claims and utilization analysis, demographic information, and historical and current premium information.
- C. Identify obstacles and opportunities in KCATA's benefit design.
- D. Assist KCATA in establishing objectives, strategies and benchmarks for employee benefits, and continually develop and refine benefit strategies to meet employees' needs and KCATA objectives in a cost effective manner.
- E. Each year, the strategy should include the consideration of alternative health care plans aimed at improving employee's preventative care and overall health, and reducing cost of providing health care coverage. Such strategies should consider, but not be limited to, self-insurance, consumer driven plans, HAS's, on-site health clinic, separating services for individual quotes (i.e., prescriptions), and other innovative trends in plan design.
- F. Advise KCATA of new developments, regulations, products, and trends within and affecting the employee benefits area.

Insurance Coverage

1. Prepare specifications and Requests for Proposals (RFP's) for all lines of benefit coverage within the Broker's responsibility with direction and review from KCATA staff. Includes projecting rates and gathering data in preparation renewal negotiations, obtaining competitive quotes and proposals, reviewing, analyzing and presenting proposals to KCATA, and negotiating with potential carriers on rates and plan design.
2. Act as liaison between KCATA, insurance companies and managed care organizations, for the benefit of KCATA.
 - a. Obtain quarterly utilization information from carriers, and if not already provided by carriers, prepare a quarterly analysis, or as often as requested, of claims and utilization information, identifying KCATA trends, comparing to benchmarks, carrier averages, etc. Comparative information should be

- provided for the same quarter a year earlier, year-to-date for previous three years, and full year information for previous three years. Health care information should be provided with usage in frequency and dollar value for total plan, by gender, by active employees versus retirees, by age group, by employee member and dependent member, by type of medical service, etc. The five top medical conditions in frequency and also in dollar value should be identified. Other information and breakdowns that the broker and carrier deems important should be included. Identify plan design features leading to unexpected or expensive results; and
- b. Arrange insurers or TPA to be included in a minimum of quarterly meeting with KCATA to review the reports.
 3. Facilitate quarterly meetings and communications between KCATA's staff, insurance committee, and health insurance carrier.
 4. Verify policy terms, conditions, language, form, compliance with regulatory requirements and consistency with expiring policy as needed, including determining gaps and overlaps in coverage.
 5. Provide quarterly disclosure of all standard and contingent commissions, bonuses, and other incentives received by the broker from KCATA's insurance carriers and service providers.
 6. Send client publications to members of KCATA's staff insurance committee.
 7. Recommend integrated programs, action plans, educational information and wellness programs to address concerns in trends and high usage areas.
 8. Recommend or develop employee communications and education on specific areas of health concerns and high utilization.
 9. Provide advice and support as directed by KCATA.
 10. Identify ineffective benefit structure and plan design and suggest designs that would provide greater benefits to employees with little to no cost increase.
 11. Act as consumer advocate with the carriers as specific claim or administrative issues arise.
 12. Provide fully executed contracts and agreements to KCATA Human Resources Department within thirty days of receipt.
 13. Maintain files and records pertinent to KCATA benefit offerings, vendor's obligations and agreements, and loss ratio data.

G. Open Enrollment

1. Assist in the planning, staffing and execution of annual open enrollments, including employee informational meetings
2. Prepare and mail accurate, clear and complete open enrollment employee benefit brochures.
3. Participate in the upgrade of KCATA open enrollment activities by assisting in the development and implementation of a web-based open enrollment system. KCATA currently uses EMB software for this activity. EMB is provided by the current broker. Advise KCATA as to whether your firm has the same or similar software, and assess the difficulty in migration to different software. Any system proposed must interface with Lawson.

H. Annual Employee Wellness Program

1. After reviewing utilization data for high frequency and dollar value areas, assist KCATA in developing an annual program and long-term strategy/program to improve employees' health and knowledge of preventive measures and disease management overall, but particularly in areas of high utilization and concern.
 2. Assist in planning, staffing and execution of annual health fairs to maximize employee participation and to address areas of health concern.
 3. Recommend and solicit resources for use in the KCATA wellness program, health fair, and regular employee health screenings.
 4. Assist in development of education material and make the broker's existing educational material available to KCATA employees.
- I. Review services provided by the third party administrator of the flexible spending accounts and analyze costs for KCATA and employees. Obtain quotes for service and negotiate contracts that are cost effective for employees and KCATA.
- J. Alert KCATA to changes in regulatory and compliance issues. Prepare reports and governmental filings or review those prepared by others.
- K. Provide KCATA with other broker information and communication such as newsletters, brochures, web information, etc. that will keep KCATA abreast of trends, marketplace developments, and regulatory alerts.
- L. Provide COBRA administration services.

2.5. SAMPLE ON-CALL SERVICES (IDIQ WORK ORDER CONTRACTS): Work orders could include services such as:

- A. Audit KCATA's health insurance program to determine its compliance with healthcare reform and prepare a report identifying areas where KCATA is in compliance, not in compliance, or partially in compliance. For areas not yet in full compliance, the report should give a full explanation of the deficiency with an action plan for KCATA to become compliant.
- B. Evaluate KCATA's benefits plans to determine if they are competitive with other changes in plan design.
- C. Assist KCATA in labor negotiations by projecting cost impacts with varying changes in plan design.
- D. Evaluate KCATA's employee recruiting and selection process to determine if changes could result in a healthier workforce while remaining in compliance with employment laws.
- E. Audit KCATA's internal administration of benefits to determine its strengths and deficiencies to assure accuracy, timeliness, and efficiency.
- F. Develop and distribute employee total compensation statements.
- G. Other analysis, evaluations, re-structuring, actuarial, benchmarking consulting service in all areas of employee benefits.
- H. Evaluate fees to employees associated with KCATA's 457 deferred compensation program, and if appropriate, negotiate a reduced fee structure with the current two providers. Determine if a third provider in the 457 program

would be beneficial to employees, and if so, solicit interested providers, evaluate, make a recommendation to KCATA, and negotiate a contract.

2.6 BROKER QUALIFICATIONS:

- A. KCATA encourages proposals from all insurance brokers meeting or exceeding the following minimum qualifications:
 - 1. Licensed as an insurance broker in the State of Missouri and Kansas.
 - 2. Five years' experience as a business.
 - 3. Experience in providing brokerage services similar to those outlined above.
 - 4. Experienced with transit authorities or other public entities with annual benefit premiums in excess of \$8,000,000.
 - 5. Annual health insurance lines premium volume of \$10,000,000 or greater.
 - 6. Experience with vendors capable of providing electronic enrollments, billing, and reports.
- B. Firms will be evaluated based on the above criteria, including information that will be submitted in the Proposer Questionnaire (Attachment I).

2.7 BROKER COMPENSATION:

- A. The contract with the broker/consultant will be structured with two parts:
 - 1. Required broker and consulting services will be paid on either
 - 1. A commission basis,
 - 2. On an annual fixed fee basis with fee paid quarterly directly by the KCATA with no commissions or incentives directly related to KCATA's business paid to the broker from insurance carriers, or
 - 3. A combination of the two.
 - 2. On-call broker and consulting services that will be optional for the KCATA under what is labeled a Task Order or Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement whereby the broker will have expertise and services available when and if the KCATA determines a particular service is desirable. The contract with the broker will include a not-to-exceed amount for the total of such IDIQ services and hourly or standard rates for the broker, but no guarantee that on-call services will be used. When the KCATA desires an on-call service, a scope of service and fee will be negotiated, and upon reaching an agreement, a work order will be issued by the KCATA to the broker with the scope of work and fee.
- B. Sources of compensation, including but not limited to standard and contingent commissions received by the Broker/Consultant in connection with KCATA's account must be disclosed.

SECTION 3 - PROPOSAL INSTRUCTIONS

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 **11:00am, March 15, 2017**. 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 meet specified method of submittal or they will not be opened or considered responsive. **Proposals must be delivered or mailed to KCATA’s Shipping and Receiving Department, Attn: (Tamika McDonald), Procurement, at 1350 E. 17th Street, Kansas City, MO 64108.**
- C. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.
- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
- F. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to **Tamika McDonald, Senior Buyer**. Electronic comments, questions and requests for clarification should be sent to tmcdonald@kcata.org and the subject line should read “RFP #17-8006-38.”

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, discussions, or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a cost or price and technical standpoint.

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; and agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.
 - 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 site or other conditions and requirements affecting the full performance of the contract.

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.

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.

6. Modification of Proposals

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

7. 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.

8. 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 KCATA’s Senior Manager 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 KCATA’s Senior Manager 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 KCATA’s Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- E. KCATA’s Senior Manager 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 KCATA’s Senior Manager of

Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Senior Manager of Procurement's response.

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

9. 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 Open Records 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.

10. 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. KCATA's overall goal for DBE participation is 8.5%. **A separate contract goal 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** - 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, Bi-State Development in St. Louis or KCATA. A list of certified firms certified by the MRCC may be found at www.modot.mo.gov/ecr/index.htm. MBE and WBE certifications for 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.
- E. **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. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- 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.

SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. Proposal Format

Proposals shall be submitted as follows.

- A. The proposal package consists of three (3) separately sealed volumes either placed in 3-Ring Binders or Binder Clipped in distinct, separate volumes and clearly labeled.
- B. The proposal shall consist of one (1) original and four (4) full, complete, and exact copies of the original proposal. All copies shall be separately collated in 3-Ring Binders, and all copies and originals shall have the **RFP #17-8006-38** and name Employee Benefits Insurance Broker, the offeror's 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. Hard Copies: One (1) original
 - 2. Volume II – Technical Proposal
 - a. Hard Copies: One (1) original and three (3) copies
 - 3. Volume III – Contractual
 - a. Hard Copies: 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 7 Attachment, unless otherwise noted that a particular attachment belongs in a different Volume of the submittal.
 - 4. Proposers are asked to submit a complete set of their proposal documents (Volumes I, II and III) in an electronic format on CD or Flash-drive. Include this in Volume III submittal package.

NOTE: **DO NOT** include any pricing from the Proposal Price Sheet in Volume II or III. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.

- D. The pages of the proposal documents should be numbered. The bidder should ensure all copies and all electronic media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

2. Volume I - Cost/Price Proposal

- A. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- B. This section should disclose all charges to be assessed the KCATA for the Scope of Work and for potential on-call services. Follow the format presented in Attachment H.
- C. The Flat Fee Cost Proposal, the Broker/Consultants' only permitted source of income, revenue or compensation earned or received in connection with KCATA's account is the annual total fixed flat fee paid by KCATA.
- D. The commission based cost proposal, provide the KCATA with the percentage of premium commissions paid by the insurers or service providers.

- E. The Kansas City Area Transportation Authority is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

3. 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.

Technical Proposal Page Limit

- i. 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. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
 - ii. 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)
 - Required forms such as Licenses, Certifications and Financial Data
 - iii. 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). KCATA discourages the inclusion of marketing materials.
- 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. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to Michael Graham, Chief Financial Officer, 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 understands the services to be performed and make a positive commitment to provide the services as specified
- e. Identification of parent or affiliated offices that will be available and/or necessary in serving KCATA's needs
- f. Acknowledge receipt of addenda, if any

4. Proposer Questionnaire

Proposers shall complete the Proposer Questionnaire (Attachment I). If your firm is a branch or subsidiary of a larger/national agency, the information provided should reflect only the activities of and resources available for the office on behalf of which this proposal is being submitted. Information for any subcontractors to be utilized is to be included.

5. Exceptions, Omissions and Form of Contract

- 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.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the proposer must carefully read and review the attached sample contract (Section 5). The successful proposer will be required to enter into a contract with KCATA which will be substantially similar to the sample provided. **Therefore, the proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The proposer must also provide the rationale for any requested changes.** If no changes are requested, the proposer will be deemed to have accepted the sample contract. **If the proposer request changes, such requests will be considered in any negotiations with the KCATA.** Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked proposer.

6. Subcontractor Utilization

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
 - Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details
 - Date business established and number of years under present ownership/management
 - Services to be performed on this project and anticipated cost of work subcontracted
 - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
 - If a certified Disadvantaged Business Enterprise (DBE), include a copy of certificate verifying current status
 - Provide up to five (5) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager or other key personnel
- b. Include the following signed and dated certification statement:
"I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."

4. **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 (Attachment A). 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. Affidavit of Civil Rights 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 year shall submit an Attachment B.
- c) An exemption from filing an Affirmative Action Program may be requested if your firm has fewer than fifty (50) employees. To do so, a signed, notarized Attachment B shall be submitted.
- d) A current Certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
- e) For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0272.

5. 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.

6. Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the following criteria, listed in order of importance. The combined technical factors are significantly more important than price. A total of 100 points can be awarded.

A. Proposer's Experience and Expertise:

- Experience, education, skills, qualifications and availability of the account executive and individual team members assigned to KCATA's account.
- Proposer's understanding of the requirements (and potential problem areas) and its capacity and ability to provide the broad spectrum of brokerage and consulting services.
- Proposer's knowledge of relevant markets for all requested insurance products and demonstrated access to and purchasing capability within such markets.
- Value added services Proposer will provide that are not specifically required in this RFP

B. Performance Record:

- Performance providing similar services in size, scope and complexity of the required work.
- Awareness and ability to timely and accurately communicate emerging trends, opportunities, regulatory updates and liabilities to clients.
- Demonstrated record of quality customer service
- Demonstrated ability of account executive and account team to meet the requirements of current and past contracts and work assignments.

C. Project Approach and Project Organization:

- Logic of project organization
- Account Manager availability
- Project Approach and Start-up plan
- Work Plan and quality assurance program
- Conceptual approach and ideas related to service, as well as how KCATA's account will be managed
- An employee internet portal for online benefits election and reporting that interfaces with Lawson's human resources business applications software

D. Proposal Merit :

- Compliance with solicitation requirements
- Quality, clarity of content and thoroughness of proposal

E. Cost/Price: Proposers will only be evaluated for the Offerors with the highest rated technical proposals and will include:

- Reasonableness of the total price and competitiveness of the amount
- Adequacy of data in support of figures quoted
- Basis on which prices are quoted
- Total cost to the KCATA

7. 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.

8. Negotiations & Best and Final Offer (BAFO)

- A. Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. KCATA may solicit a revised proposal or a Best and Final Offer (BAFO) from one or more proposers. KCATA may or may not contact all proposers to negotiate and/or to submit a BAFO.
- B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Kansas City Area Transportation Authority.

**SECTION 5 – SAMPLE CONTRACT
TERMS AND CONDITIONS**

**Contract Agreement #17-8006-38
Employee Benefits Insurance Broker**

THIS CONTRACT (the “Contract”), made and entered into as of the ____ day of _____, 2017, by and between the **Kansas City Area Transportation Authority (“KCATA”)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (“**Contractor**”), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____ entitled “_____” (sometimes referred to as the “Project” or the “Work”), which is attached hereto as Appendix B and incorporated herein by reference. The Contractor hereby agrees to provide the _____ (insert description of products and/or services) _____ as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of ____ (__) year(s) beginning _____, **2017 and expiring on** _____. The products/services to be provided and performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the “contract term”.

4. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by “Change Order”, if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor’s pricing bid response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____). A breakdown of the Contract Sum is provided in the Proposal Cost Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C (“Proposal Cost Response Page”).

5. MISCELLANEOUS PROVISIONS.

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

Appendix A. Contract Terms and Conditions; and
Appendix B. Scope of Work; and
Appendix C. Proposal Cost Page Submitted by Contractor

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

(CONTRACTOR'S NAME)

KANSAS CITY AREA TRANSPORTATION AUTHORITY

By _____

By _____
Steven C. Klika, Chairman of the Board

By _____
Dennis Bixby, Secretary of the Board

SECTION 5 - CONTINUED TERMS AND CONDITIONS

ARTICLE 1: AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract 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.

ARTICLE 2: 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.

ARTICLE 3: BANKRUPTCY

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

ARTICLE 4: BREACH OF CONTRACT; REMEDIES

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

ARTICLE 5: CHANGES

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

ARTICLE 6: CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the Authority and FTA (Master Agreement 23 dated October 1, 2016), 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.

ARTICLE 7: 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, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. **Race, Color, Creed, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. **Age.** In accordance with 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.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

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

ARTICLE 8: 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.

ARTICLE 9: CONTINUITY OF SERVICES

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.

ARTICLE 10: 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.

ARTICLE 11: 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.

ARTICLE 12: 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.

ARTICLE 13: 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 8.5 percent. A separate contract goal has not been established for this procurement.*
- B. Contractors shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age 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)). 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.
- C. **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.
- D. 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.

ARTICLE 14: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

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

ARTICLE 15: 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 Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Executive Officer, with a copy to the Chief Operations Officer and the Senior Manager of Procurement. The determination of such appeal by the Chief Operations Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Senior Manager 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.

ARTICLE 16: EMPLOYEE ELIGIBILITY VERIFICATION

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

ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: GOVERNING LAW; CHOICE OF JUDICIAL FORUM

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

ARTICLE 20: 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.

ARTICLE 21: 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.

ARTICLE 22: INDEPENDENT CONTRACTOR

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

ARTICLE 23: 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:**

- a. State: Missouri and/or Kansas – Statutory
- b. 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. **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.

ARTICLE 24: 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, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, 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 all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for

KCATA, incurred in connection with any such action.

ARTICLE 25: LICENSING, LAWS AND REGULATIONS

- A. The Contractor shall, without additional expense to KCATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.
- B. The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Missouri Department of Natural Resources, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, and the City of Kansas City, Missouri.

ARTICLE 26: LOBBYING RESTRICTIONS

- A. The Contractor is bound by its certification contained in its offer to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, and 49 CFR Part 20. The Contractor agrees to comply with this requirement throughout the term of the Contract.
- B. The Contractor agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000 and to obtain the same certification and disclosure from all subcontractors (at all tiers)

ARTICLE 27: NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's Chief Human Resources Officer, Teresa Bing, at (816) 346-205 or via e-mail at tbings@kcata.org.

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

If to KCATA: Denise Adams, Senior Manager of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

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

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

ARTICLE 28: OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

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

- B. KCATA shall be entitled to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such material
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.
- G. Each tangible product resulting from work performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

ARTICLE 29: 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.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

ARTICLE 30: 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.

ARTICLE 31: 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, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an KCATA facility, in a vehicle carrying KCATA customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing KCATA contracted services or on KCATA property, including parking lots, concealed or not, shall be immediately prohibited from performing any further KCATA work, even if the person has a permit to carry a concealed weapon.
- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work and reported to local law enforcement authorities.

ARTICLE 32: 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 U.S. 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, and to include this clause in all subcontracts.

ARTICLE 33: 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. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

D. Subcontractor Payments

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

ARTICLE 34: 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.

ARTICLE 35: SEAT BELT USE POLICY

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 Agreement.

ARTICLE 36: 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.

ARTICLE 37: 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:
 - Agreement in Entirety
 - Assignment
 - Bankruptcy
 - Breach of Contract; Remedies
 - Changes
 - Changes to Federal Requirements
 - Civil Rights
 - Conflicts of Interest
 - Continuity of Services
 - Contractor's Personnel
 - Contractor's Responsibility
 - Debarment and Suspension Certification
 - Disadvantaged Business Enterprise (DBE)
 - Disclaimer of Federal Government Obligations or Liability
 - Dispute Resolution
 - Employee Eligibility Verification
 - Environmental Regulations
 - Fraud and False or Fraudulent Statements or Related Acts
 - Governing Law: Choice of Judicial Forum
 - Headings
 - Incorporation of FTA Terms
 - Independent Contractor
 - Insurance
 - Liability and Indemnification
 - Licensing, Laws and Regulations

Lobbying Restrictions
Notification and Communication
Ownership, Identification, and Confidentiality of Work
Privacy Act Requirements
Prohibited Interests
Prohibited Weapons and Materials
Record Retention and Access
Requests for Payment
Right to Offset
Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
Texting While Driving and Distracted Driver
General Provisions

- E. The Contractor will take such action with respect to any subcontractor as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions of this contract.
- F. KCATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included.
- G. KCATA may perform random audits and contact minority subcontractors to confirm the reported DBE participation.

ARTICLE 38: 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.

ARTICLE 39: TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor is required to provide its TIN, which is the number required by the IRS to be used by KCATA in reporting income tax and other returns. The TIN provided by the Contractor is _____.

ARTICLE 40: 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.

ARTICLE 41: 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.

ARTICLE 42: GENERAL PROVISIONS

- A. **No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- E. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties

include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.

- F. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- G. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- H. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- I. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- J. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials	_____	KCATA's Initials	_____
		KCATA's Initials	_____

SECTION 7 – ATTACHMENTS

DOCUMENT/FORM REQUIREMENTS

The following form(s) marked with ☒ is/are required to be submitted with your IFB/RFP/RFQ to be considered responsive. As a responsible/responsive supplier you are required to submit the noted document(s) to the Buyer Representative by the closing date and time of the IFB/RFP/RFQ. The electronic copy of these forms can be obtained by going to:

http://www.kcata.org/about_kcata/entries/vendor_forms

TO BE INCLUDED IN VOLUME I – COST PROPOSAL

- ☒ Attachment H – Proposal Cost Response Form

TO BE INCLUDED IN VOLUME II – TECHNICAL PROPOSAL

- ☒ Attachment I – Proposal Questionnaire

TO BE INCLUDED IN VOLUME III – CONTRACTUAL

- ☒ Attachment A – Vendor Registration
- ☒ Attachment B – Affidavit of Civil Rights Compliance
- ☒ Attachment C.1 – EEO-1 Workforce Analysis Report
- ☒ Attachment C.2 – Guidelines for Workforce Analysis
- ☒ Attachment D – Letter of Intent to Subcontract
- ☒ Attachment E.1 - Affidavit of Primary Participants Regarding Employee Eligibility Verification
- ☒ Attachment E.2 - Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification
- ☒ Attachment F.1 – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- ☒ Attachment F.2 – Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ☒ Attachment G.1 – Certification of Primary Participants Regarding Restrictions on Lobbying
- ☒ Attachment G.2 – Certification of Lower-Tier Participants Regarding Restrictions on Lobbying

ATTACHMENT A KCATA VENDOR REGISTRATION FORM

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.

Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).

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"/> Corporation		
	<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:	
Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform .			DUNS #
Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than \$10 Million
Standard Invoice Terms:	Due Days	Discount Days	Percent
Please provide a description of the goods and services you are interested in providing to KCATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at http://www.sba.gov/content/small-business-size-standards .			
NAICS CODE(S) :		NAICS CODE(S):	
NAICS CODE(S):		NAICS CODE(S):	

1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26? If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization? If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents.			
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Service Disabled, Veteran Owned Business <input type="checkbox"/> HubZone Program Certified </div> <div> <input type="checkbox"/> SBA 8(a) Certified Business <input type="checkbox"/> Other _____ </div> </div>			
DBE/SBE CERTIFICATION: The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dadams@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 U. S. Department of Homeland Security's 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. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
VENDOR CERTIFICATION: <i>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.</i>			
Signature		Date	
Printed Name		Title	
The following documents must be returned: <ul style="list-style-type: none"> Completed Vendor Registration Form KCATA Workforce Analysis/EEO-1 Report Affidavit of Civil Rights Compliance (<i>found on KCATA's website as Attachment B</i>) <p style="text-align: center; margin-top: 10px;"> Return completed Vendor Registration Packet to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: cmoore@kcata.org <u>NOTE: Vendors will be required to submit a signed IRS W9 form</u> <u>prior to authorization of any purchase.</u> </p>			
<i>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.</i>			

ATTACHMENT B
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

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 complies with the following:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect 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, sex, sexual orientation, gender identity, national origin, disability 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

Attachment B ~ continued

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.

Affiant’s Signature

Date

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

Notary Public Signature

Date

My Commission expires: _____

ATTACHMENT C.1 – EEO-1 / WORK FORCE ANALYSIS REPORT

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)															
	Race/Ethnicity															
	Hispanic or Latino		Not Hispanic or Latino													Total Col A-N
			Male							Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	America n 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 C.2 GUIDELINES FOR WORKFORCE ANALYSIS

DEFINITIONS: Contractor shall apply the following definitions to the categories in KCATA's Workforce Analysis/EEO-1 Report form.

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.

ATTACHMENT D
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

ATTACHMENT E.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 E.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 F.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 F.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 G.1
CERTIFICATION OF PRIMARY PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 G.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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 H - PROPOSAL COST RESPONSE FORM

PRICING TABLE 1: REQUIRED PRICING

The proposer shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP.

Proposal responses submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Cost Response Form. *No written comments, modifications or interlineations to the Proposal Cost Response Form will be accepted.*

PART A. REQUIRED SERVICES COST PROPOSAL FLAT RATE FEE				
TERM	QUARTERLY SERVICE FEE	ANNUAL SERVICE FEE	TOTAL FLAT FEE	
Base Year May 1, 2017 through April 30, 2018		\$	\$	
Option Year 1 May 1, 2018 through April 30, 2019		\$	\$	
Option Year 2 May 1, 2019 through April 30, 2020		\$	\$	
Option Year 3 May 1, 2020 through April 30, 2021		\$	\$	
Option Year 4 May 1, 2021 through April 30, 2022		\$	\$	
TOTAL FLAT FEE			\$	
PART B. REQUIRED SERVICES COST PROPOSAL PERCENTAGE OF PREMIUM (COMMISSION RATE)				
	ADDED TO PREMIUM	NOT ADDED TO PREMIUM	TOTAL COMMISSIONS PERCENTAGE	
Base Year May 1, 2017 through April 30, 2018	%	%	%	
Option Year 1 May 1, 2018 through April 30, 2019	%	%	%	
Option Year 2 May 1, 2019 through April 30, 2020	%	%	%	
Option Year 3 May 1, 2020 through April 30, 2021	%	%	%	
Option Year 4 May 1, 2021 through April 30, 2022	%	%	%	

PRICING TABLE 2: ON-CALL COST PROPOSAL LABOR HOUR

Reference Section 2.7.A.2 Provide fully loaded hourly rates by position for other analyses, evaluations, restructuring, actuarial, benchmarking, and consulting services in all areas of employee benefits. Provide rates for each of the five (5) contract years. Proposers must provide position titles and fully inclusive blended rates.

DESCRIPTION	HOURLY RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

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

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.

Company Name (Type/Print)_____Date_____

Address/City/State/Zip_____

Authorized Signature_____Title_____

Name (Type/Print)_____Telephone #_____Fax #_____

E-mail address_____

**ATTACHMENT I
PROPOSER QUESTIONNAIRE**

Instructions

Please complete this Questionnaire as completely as possible. The information provided will be treated as confidential by KCATA to the extent allowed by law.

If your firm is a branch or a subsidiary of a larger/national agency, the information provided should reflect only the activities of and resources available at the office on behalf of which this proposal is being submitted, unless otherwise requested.

Supplementary material on any of the questions below may be attached to this questionnaire. **Note: this form may be either filled out or reproduced on your word processing system, however, please reproduce in the same order as it exists.**

1. Proposer Background Information

A. Name of Firm _____

Address _____

Telephone _____ Fax _____ Tax ID _____

Contact Name and Title _____ Email _____

Date Submitting Office was Established _____ State of Incorporation _____

How long has the firm been operating under the current ownership/management? _____

List of Officers (Name and Title).

B. If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization.

Head Office Location _____ Number of Offices in United States _____

How Long Operating Under Current Ownership/Management _____ State of Incorporation _____

C. List subsidiary or associate companies of your firm to be utilized in servicing KCATA's account.

1. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

2. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

3. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

PROPOSER QUESTIONNAIRE

PAGE TWO

D. Information on insurance your office carries to protect you and your clients.

	<u>Limit</u>	<u>Insurer</u>
1. Workers Compensation	_____	_____
2. Commercial General Liability	_____	_____
3. Auto Liability	_____	_____
4. Professional Liability	_____	_____
5. Other (specify below)	_____	_____
_____	_____	_____
_____	_____	_____

Note: If any of the above coverage is self-insured or include an SIR of more than \$100,000, so indicate. Certificates of Insurance in accordance to contract requirements will be required.

E. Provide up to five (5) current, relevant references for recent policies and services rendered by your offices transit authorities or other governmental clients.

Company Name _____ Contact _____
Telephone _____ Fax _____ Email _____
Approximate Annual Premium _____ Services Provided _____
Contract Start Date _____ Contract End Date (if applicable) _____

Company Name _____ Contact _____
Telephone _____ Fax _____ Email _____
Approximate Annual Premium _____ Services Provided _____
Contract Start Date _____ Contract End Date (if applicable) _____

Company Name _____ Contact _____
Telephone _____ Fax _____ Email _____
Approximate Annual Premium _____ Services Provided _____
Contract Start Date _____ Contract End Date (if applicable) _____

**PROPOSER QUESTIONNAIRE
PAGE THREE**

Company Name _____ Contact _____

Telephone _____ Fax _____ Email _____

Approximate Annual Premium _____ Services Provided _____

Contract Start Date _____ Contract End Date (if applicable) _____

Company Name _____ Contact _____

Telephone _____ Fax _____ Email _____

Approximate Annual Premium _____ Services Provided _____

Contract Start Date _____ Contract End Date (if applicable) _____

2. Management and Staff Capabilities

- A. Provide information on account executive(s) and support staffs that you propose to assign to service this account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing the account. Include in each resume the number of years of experience in each of the following exposure areas: Health, Dental, Accidental Death & Dismemberment, Short-Term and Long-Term Disability, COBRA Benefits, Medicare Group Benefit, Flexible Spending Accounts (Premium Savings Accounts) and Employee Assistance Programs.

1. Name
2. Title
3. Location of Office (Indicate Whether Local or Otherwise)
4. Number of Years in This Capacity
5. Educational Background
6. General Professional Experience, Expertise and Qualifications
7. Professional Experience in Servicing Public Transportation or Public Entities such as State and Local Governments
8. State Brokers Licenses, Property Casualty and/or Health & Life which are held individually

- B. If applicable, describe the nature and level of staff resources and service capabilities readily available to you through your parent organizations.

- C. Provide an organizational chart identifying title and number of staff available in all functional areas of this proposal.

- D. What, if any, value added services can you provide that are not specifically required in this RFP?

E. Information Technology Services

1. Describe your commitment to keeping pace with technological advances.
2. How will your information technology capabilities directly benefit KCATA?
3. Describe how your company communicates and shares information electronically.

**PROPOSER QUESTIONNAIRE
PAGE FOUR**

3. Financial Responsibility & Performance

A. Please provide the following information for the last fiscal year of your operation.

	<u>That of Your Office</u>	<u>If a subsidiary, branch, or franchise, that of your Parent Organization</u>
1. Premiums	_____	_____
2. Commissions	_____	_____
3. Fees	_____	_____
4. Other Income	_____	_____

B. **Major Insurance Markets.** Please indicate the principal insurance companies/markets that you represent and expect to use in servicing KCATA's needs. The Authority specifically requires that no contract or solicitation of insurance companies be made on its behalf and that no insurance is bound by or for any respondent with respect to any insurance program to be provided to KCATA. Failure to comply with this request may disqualify your firm from this solicitation and any subsequent contract award. Note: List markets and premiums placed through your local office only, if there is a local office.

	<u>Market/Company</u>	<u>Estimated Annual Premium Volume</u>	<u>A.M. Best Rating</u>
1.	<u>Health Care</u>		
	(a) _____	\$ _____	_____
	(b) _____	\$ _____	_____
	(c) _____	\$ _____	_____
	(d) _____	\$ _____	_____
2.	<u>Disability Insurance</u>		
	(a) _____	\$ _____	_____
	(b) _____	\$ _____	_____
	(c) _____	\$ _____	_____
	(d) _____	\$ _____	_____
3.	<u>EAP/Other Benefits Programs</u>		
	(a) _____	\$ _____	_____
	(b) _____	\$ _____	_____
	(c) _____	\$ _____	_____
	(d) _____	\$ _____	_____

PROPOSER QUESTIONNAIRE

PAGE FIVE

4. Compensation

- G. Describe your preferred method of compensation from insurance companies (fee based or commission based) and why?
- H. What is your role in the insurance transaction and who do you represent?
- I. What will you be compensated and how will your compensation be calculated?
- D. What would have been the expected compensation for any alternative quotes presented to you?

3. Expertise

- A. Describe the measures your firm takes to proactively stay abreast of changes in the marketplace, merger/acquisitions, pricing trends, etc.
- B. Explain how you would use different or alternative markets/programs to reduce costs and enhance KCATA's current employee benefits programs.
- C. Give an example of a creative or innovative approach in program design you developed to meet the objectives of a public agency's needs.
- D. How are you compensated for the above services?
- F. If you were requested to undertake a comprehensive review and evaluation of KCATA's current insurance program and future needs, how would you go about conducting such a review and evaluation?

The undersigned, acting as an authorized agent or officer for the Proposer, does hereby agree that the information submitted with regard to this Proposal is complete and accurate.

Signature: _____ Date: _____

Printed Name: _____ Title: _____