

REQUEST FOR PROPOSALS (RFP) #19-7006-28B

THIRD PARTY ADMINISTRATOR FOR VEHICULAR LIABILITY CLAIMS,  
WORKER'S COMPENSATION CLAIMS, AND GENERAL LIABILITY CLAIMS  
AND MEDICAL BILL REVIEW SERVICES

Date: December 21, 2018

Contact: Tamika McDonald  
Procurement Supervisor

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**REQUEST FOR PROPOSALS (RFP)#19-7006-28B**  
**Third Party Administrator for Vehicular Liability Claims,**  
**Worker's Compensation Claims, and General Liability Claims**  
**and Medical Bill Review Services**  
December 21, 2018

Subject: RFP # 19-7006-28B Third Party Administrator, Worker's Compensation and Medical Bill Review Services

The Kansas City Area Transportation Authority (KCATA) is requesting proposals from qualified and experienced contractors to perform Third-Party Administrator (TPA) Services for Vehicular Liability Claims, Worker's Compensation Claims and General Liability Claims and Medical Bill Review services.

The term of the contract will be for one (1) year with four (4) one-year options to renew. It is anticipated that the start date will begin March 2019.

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.

Pre-Proposal Conference:

A pre-proposal conference regarding this Request for Proposals will be held at 2:00 P.M. January 8, 2018 in the KCATA Building 1 Large Conference Room, 1350 E. 17th Street, Kansas City, MO 64108. Attendance is strongly encouraged at the pre-proposal conference.

Minority Owned Business Enterprises (MBEs), Woman Owned Business Enterprises (WBEs), Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) are encouraged to submit proposals as Prime Contractors, Subcontractors, or through joint venture/partnership.

Questions (technical, contractual, or administrative) must be directed in writing via email to Tamika McDonald at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org). KCATA encourages submission of questions as they arise. However, questions and requests for clarification will be received until 2:00 P.M. CDT January 14, 2019. If required, KCATA's response to these submissions will be in the form of an Addendum by January 16, 2019.

Proposals must be received with all required submittals as stated in the RFP no later than 2:00 P.M. CDT on February 8, 2019.

Kansas City Area Transportation Authority  
Attn: Tamika McDonald, Procurement Supervisor  
Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108

Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of closing.

If delivering in person, proposals must be delivered to KCATA's Shipping and Receiving Department. Proposers should consider additional time needed for clearance through KCATA's secured facility.

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. Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of the RFP closing.

***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 KCATA's Board of Commissioners or any employee of KCATA (excluding Procurement staff) during the period beginning on the date of proposal issue and ending on the date of the selection of Contractor. Any such contact would be grounds for disqualification of the Proposer.***

Gaylord Salisbury  
Director of Procurement

## **PROPOSAL ORGANIZATION**

### **SECTION 1. PROPOSAL CALENDAR**

### **SECTION 2. SCOPE OF WORK**

### **SECTION 3. PROPOSAL INSTRUCTIONS**

### **SECTION 4. PROPOSAL SUBMISSION, EVALUATION, ACCEPTANCE AND AWARD**

### **SECTION 5. ATTACHMENTS**

- A. Sample Contract/Terms and Conditions
- B. Vendor Registration Form
- C. Affidavit of Civil Rights Compliance
- D.1 KCATA's EEO-1/Workforce Analysis
- D.2 Instructions for Completing KCATA's EEO-1 Workforce Analysis Report
- E.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification
- E.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification
- F.1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- F.2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- G.1 Certification of Primary Participants Regarding Restrictions on Lobbying
- G.2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying
- H. Contractor Utilization Plan/Request for Waiver
- I. Schedule of Participation by Contractor & Subcontractors
- J. Letter of Intent to Subcontract (If subcontracting with DBE firms)
- K. Proposal Cost/Price Response Form
- L. Proposal Questionnaire

**NO PROPOSAL REPLY FORM**

**REQUEST FOR PROPOSALS (RFP)#19-7006-28B  
Third Party Administrator for Vehicular Liability Claims,  
Worker's Compensation Claims, and General Liability Claims  
and Medical Bill Review Services**

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, to complete and return this form. Forms may be sent electronically or via fax at (816) 346-0336.

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

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

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

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

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\_\_\_\_ 3. We do not feel we can be competitive.

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

\_\_\_\_ 5. Other:

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\_\_\_\_ We wish to remain on the Proposer's list for these services.

\_\_\_\_ We wish to be removed from the Proposer's list for these services.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

## SECTION 1 - PROPOSAL CALENDAR

Proposal Advertised and Issued	December 20, 2018
Deadline for Proposer Questions, Comments, & Requests for Clarification	2:00 P.M., January 14, 2019
KCATA's Response to Questions/Requests for Clarifications	January 16, 2019
Proposal Closing	2:00 P.M., February 8, 2019
Interviews (Tentative, and if Required))	February 19-20, 2019
Potential Notice of Contract Award	March 2019

## SECTION 2. OVERVIEW AND GENERAL SCOPE OF SERVICES

### A. Background:

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

The counties are Cass, Clay, Jackson, and Platte in Missouri; and Johnson, Leavenworth, and Wyandotte in Kansas. The Authority’s Transportation Division operates a fleet of about 287 buses on 58 (53 fixed, 5 flex) routes, logging nearly 43,000 passenger trips every weekday. Service is provided from 4 a.m. to 1 a.m. seven days a week.

In addition, KCATA also operates the very popular Trolley Track Trail, 35 park-and-ride lots and transit centers, Freedom paratransit service, and the Vanpool Program.

The KCATA employs approximately 762 full time equivalent employees involved in such activities as bus driving, vehicle maintenance, facilities maintenance, administrative, and clerical functions. KCATA operates from a central facility located at 1200 East 18th Street, Kansas City, Missouri.

Below is a breakdown of the work force:

Transportation	469
Vehicle/Facilities Maintenance	175
<u>Administrative/Salaried/Clerical</u>	<u>135</u>
Total	779

The Division of Administrative Services will be the authority’s liaison on all issues that arise between the successful proposer and the services requested in the Scope of Services.

Information regarding all of the transportation services provided by KCATA can be found on its website at [www.kcata.org](http://www.kcata.org).

### B. Term and Renewal Options:

The term of this agreement shall be for a period of three years from date of contract award. The KCATA shall have the option to renew the contract annually for up to two (2), 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.”

**C. Scope of Services:**

**1. Claims Administration – Workers Compensation, Auto & General Liability**

1. In cooperation with any managed care firm(s) under contract with KCATA, provide monitoring of treatment programs recommended for employees by physicians or specialists by reviewing all reports prepared by treating physicians and by maintaining contact with authorized medical providers as appropriate.
2. Issue payments on all claims. Auto/General Liability and Workers' Compensation settlements must initially be reviewed and approved by the Authority's Risk Management Department. When Risk Management determines, limited settlement authority will be granted and may be increased periodically.
3. Offer Investigative services to pursue subrogation opportunities on behalf of KCATA for workers' compensation and auto liability claims
4. Report all indemnity claims to the index bureau.
5. KCATA contracts with the Office of the City Attorney for the City of Kansas City, Missouri, to defend auto liability tort claims filed against the Authority. TPA will work closely with City attorneys providing a copy of all investigative findings and/or materials. TPA may be required to attend KCATA Board of Commissioner meetings, mediations, and trials if requested, at no additional cost to KCATA. In the event a conflict of interest exists involving a tort claim, the TPA in conjunction with the KCATA will work with an independent law firm to defend tort claims filed against the KCATA.
6. Prepare and/or assist KCATA in preparing and/or providing claims information as requested by the Missouri or Kansas Department of Insurance, Division of Workers Compensation or any other regulatory entity.
7. Prepare KCATA related claims information to the Center for Medicare and Medicaid Services (CMS) under section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
8. Prepare and/or assist KCATA in preparing and/or providing claims information to the State of Missouri or Kansas and National Council on Compensation Insurance (NCCI) that will be used to issue an experience modifier report (ERM) for KCATA.
9. The TPA will know and understand sovereign immunity limits to include 1) all claims arising out of a single accident or occurrence, and 2) for any one person in a single accident or occurrence.
10. The TPA will establish a "floor" bank account in their name and will provide a weekly check register to KCATA that will be reviewed, approved, and funded each week by KCATA through a weekly automatic clearing house (ACH) wiring transfer.

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

1. Provide KCATA 24/7 on line access to a claims system that provides real-time information on closed and open claims and any report requested by the KCATA.



2. Input KCATA's historical claims data into the TPA's claims system to ensure that a complete claims history is available and accurate.
3. Provide accurate daily input on active cases to ensure that current information is available and accurate.
4. Provide a user friendly customized data reporting system that will allow the Authority to create and run adhoc relational database reports and produce on demand benchmarking reports for auto, general liability or workers compensation claims and will show loss history by:
  - a. Number of open claims
  - b. Number of newly reported claims
  - c. Claim payments broken down by indemnity/medical/expense
  - d. Reserve changes and types
  - e. Number of closed claims
  - f. Number of reopened claims
  - g. Number of pending claims per line of business
  - h. Weekly temporary total report – Who is receiving TTD.
  - i. Lawsuit/legal representation summary
  - j. Summary of open Subrogation claims
  - k. Injury type
  - l. Injury cause
  - m. Injury body part
  - n. Frequency
  - o. Severity
  - p. Total paid
  - q. Total reserved
  - r. Total Incurred
  - s. By Department
  - t. For any period of time (date range)

- u. Class code
  - v. Any other parameters established by KCATA
5. Provide specialized reports for regulatory and actuarial data that will provide the following:
    - a. Loss Triangles by line of business for amounts paid, valuation date, and amount reserved.
    - b. Complete loss runs for any line of coverage, date range, reserves, etc.
    - c. Summary of Fee-Per-Claim, Time and Expense charges, and any other expense charges per line of business to determine the total cost of claims administration.
  6. Coordinate with KCATA to produce annual Missouri and Kansas workers' compensation forms including WC-83, WC-84, WC-85, WC-86, WC-131, and K-WC-92.
  8. KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA. KCATA shall have access to its data for 1 year past the expiration or termination of any contract entered into with any proposer.
  9. The TPA will provide a comprehensive Stewardship Report for claims involving workers' compensation, auto liability, and general liability.
  10. The reports requested in the Scope are the most commonly requested reports but are not meant to be an exhaustive list of the reports that may be needed or requested by KCATA.

### **3. Electronic System, Workers' Compensation, Auto and General Liability**

The Authority requires the TPA to permit the interface of its proprietary incident management system and the TPA's RMIS system on at least a monthly basis. The Authority's RMIS system is provided by ProcessMAP.

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

KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA. In the event the contract is awarded to a new TPA there will be an updated and complete data transfer from the former TPA to the new TPA. KCATA shall have access to its data for 1 year past the expiration or termination of any contract entered into with any proposer.

KCATA is interested in all aspects of data management and detailed reporting. Your response should designate and describe the capabilities/features of your system.

### **3. Subrogation.**

Proposer should address its ability and interest in providing basic subrogation services as part of the claims administration fee. Proposer may be asked to investigate and pursue subrogation opportunities on behalf of KCATA for workers' compensation and auto liability claims up to a point where court filings are required. At that time, the KCATA may move the file to another vendor to continue to pursue subrogation.

### **4. Account Management**

The Kansas City Transportation Authority (KCATA) requires its TPA to designate an Account Executive (AE) to oversee all administrative activities between the TPA and the KCATA. The AE will oversee all claims functions (e.g., coordinate claim reviews, solve problems on specific claims, and work on adjuster/personnel issues).

The AE services must include:

- Serve as "point person" between the TPA and the KCATA
- Implement our specific biopsychosocial program to prevent WC delayed recovery claims
- Initiate and manage funding process
- Install and maintain program hierarchy
- Train KCATA staff in the TPAs claims management system
- Respond to general inquiries/requests
- Coordinate file reviews
- Verify that servicing instructions are documented and followed
- Provide analysis and trends of program loss history

### **4. Claim Handling Administration**

#### Claims Reviews

Because of the KCATA's active and aggressive claims oversight, we do not require routine workers' compensation claim reviews. This reduction in adjuster commitment to reviews and your administration oversight and scheduling, should be taken into consideration with respect to pricing.

#### Litigation Handling

The KCATA is very active in the management of its litigated claims. While the Authority will actively manage defense counsel in coordination with the TPA adjuster, the KCATA will seek recommendations from the proposer for local defense counsel with consistent positive outcomes. The KCATA will identify preferred counsel to provide for its defense. Attorney's fees will be billed to the respective file at pass-through rates.

#### Automated Data Access/RMIS

The Authority's TPA must be on the leading edge of technology from an information system standpoint. We require online access to the Authority's claim files, particularly financial information, via the TPA's RMIS system, allowing the KCATA to produce its own loss runs, comparative analysis reports, and other statistical reports. We require that the downloaded data be of the highest integrity, and the accuracy of the data would be thoroughly audited by the TPA and any errors or omissions corrected by the TPA.

The Authority requires client direct and real-time access to claim data, including medical bill detail, payments, adjuster notes, medical records and reports in Excel format where appropriate.

We further require:

- RMIS system point-in-time valuations.
- Client ability to run ad hoc reporting off all data fields, including payment data, without limitation.
- Client dashboard with custom configuration. Dashboard to encompass claim and medical management data.
- Claim medical data to include ICD-10 (all diagnoses) and CPT data.
- Custom-designed client scorecard reflecting key performance metrics among legal, medical management, lost workdays, average claim costs, etc.
- The ability of the client to edit incorrect claim information at least specific to Client hierarchy, loss location, claimant name and address, loss control coding.
- Client ownership of its data.
- Data availability to the client should it change TPAs.

#### Reserving

The KCATA requires that a reserve be established on a claim, based on the expected ultimate outcome of the claim considering the individual circumstances of compensability and injury surrounding the claim. Reserves must be established as soon as possible after a claim occurrence and once enough information is available to make sensible determinations regarding anticipated medical treatment, etc.

#### Settlements

The KCATA expects its TPA to fully analyze compensability, injury and damages and recommend settlements that can be backed up with documentation (e.g., amount of necessary medical treatment, future medical treatment, verified lost wages, etc.) and/or solid formulas in the case of workers' compensation claims (e.g., value of permanent partial disability based on number of weeks times weekly rate plus anticipated future medical treatment).

#### Subrogation/Second Injury Fund

The KCATA requires its TPA to aggressively look for opportunities where recovery of payments may be a possibility from third parties, previous employers, or state second injury funds, and actively pursue such recoveries as part of its claims adjusting fees, but only to the point where litigation may be required for recovery. At that point, subrogation will be transferred to a separate subrogation provider for collection.

### **5. Workers' Compensation Claim Administration**

#### Claim Handling

The KCATA requires aggressive, proactive claim handling. We expect TPA adjusters to establish an action plan upon receipt of a claim and continually update the plan to resolve the claim in the most effective manner. The KCATA prefers a designated adjuster be assigned to the account until claims volume permits a dedicated adjuster.

The Authority's designated adjuster must plan the activities that will occur, including but not limited to, medical treatment, recovery plan, and return-to-work plan. All considerations will be made in concert with the Authority's Risk Management contact, its medical director, and any assigned nurse

case manager. Under this team effort, the action plans will be innovative and aggressive. The Authority believes claims must be managed, not merely processed, and expects its TPA to have the same aggressive philosophy while working closely and in concert with the Authority's outside medical director, our operations, risk management, and legal staff.

We prefer one designated adjuster, with back-up, for our workers' compensation indemnity claims. As file load permits, this adjuster should handle medical only files as well. At no time, should the designated adjuster's file load exceeds 115 active files. The adjuster is well-supported by highly refined managed care program that includes:

- 24/7 nurse triage services
- Directed medical care to a single medical provider and a small group of occupational medicine physicians with a clear understanding of the Authority's evidence-based medical treatment philosophy.
- Real time injured worker status reports to the dedicated adjuster.
- Maximum use of state-of-the-art post-injury physical abilities testing
- Daily review and intervention by the Authority's outside medical director
- Telephonic and filed nurse case management with nurses experienced in identifying psychosocial issues that may interfere in a patient's recovery.
- Contracted physical and occupational therapists focused on aggressive care, use of recognized, validated, pain management questionnaires, sincerity of effort testing, and timely reporting to the referring physician and adjuster.
- Referral network of behavioral health providers to assess and treat psychosocial conditions concurrent to the injured workers' treatment for their physical injuries
- Sophisticated physical medicine IME capabilities
- Full return to work program regardless of the injured worker's limitations.

To accomplish the above, we require our TPA to abide by tailored special handling instructions that will address various aspects of specific claim handling. The following bulleted list of items represents some of the special handling instructions, but it is not intended to cover all requirements:

- All workers' compensation loss-time claimants must be contacted by the designated TPA adjuster within 24 hours of assignment.
- The TPA will ensure the state first report of injury forms are filed with the appropriate state within the statutory reporting period
- Rehabilitation intervention/medical management will be used as needed. Any rehabilitation/medical management assignments must be in accordance with the Authority's designated managed care providers and per our special claims handling instructions.

#### Nurse Case Management (NCM)

The KCATA will directly contract with nurse case management vendors. This does not exclude the use of the TPAs own nurse case managers for specific purposes tied to the TPAs managed care services.

The NCM vendor invoices will be processed through the TPA's medical bill review and paid as billed.

#### Physical and Occupational Therapy (PT/OT)

The KCATA will also directly contract with PT/OT providers. Their billing will be processed through the TPAs medical bill review and validated against the Authority's contracted fee schedule. Repricing should not be required.

#### 24/7 Nurse Triage Services

The KCATA will utilize the services of a 24/7 nurse triage vendor as a pre-claim activity. The triage vendor will provide the relevant information, via electronic interface, to the TPA for creation of the respective state first report of injury and creation of the TPA claim file. The Authority is open to the TPA providing this service in addition to the Authority's consideration of directly contracting with a vendor.

We ask our 24/7 nurse triage vendor to initiate a health ticket, with or like Perspecta's (formerly VIIAD), for every injured worker referred for medical treatment. The small cost of these health tickets is typically funded by the MBR vendor to keep medical treatment within the PPO network. If the MBR vendor has its own health ticket, that is acceptable as well. The Authority requires the TPA's PPO network to cover the cost, should there be any, of producing the health tickets.

### **6. Preferred Provider Organizations (PPO)**

The KCATA will want to review the established relationships with reputable PPOs. The TPA will assist the Authority in identifying the best layering of PPOs for the greatest discounts.

### **7. Ancillary Services (DME, Imaging, Pharmacy Benefit Management)**

The ancillary services marketplace is rapidly changing. The KCATA may wish to make use of newer, online, ancillary networks that are immediately available to the adjuster, where multiple vendors compete for the DME, imaging and other competitively bid business on a per-request basis. The TPA must be open to this consideration, wherein, the TPA may not be afforded a revenue share from the ancillary services placement.

### **8. Medical Bill Review (MBR) Services**

The KCATA will be placing significant emphasis in its selection decision based on various components of the MBR provider, process, savings and fees. Please address answers to the attached questions specific to this area.

Provider must agree to reprice medical bills by the following formula for calculating net savings from which the TPA will invoice for its MBR services:

1. Medical providers billed invoice amount first reduced to Usual, Customary, and Reasonable (UCR) (Missouri) using a recognized published source of data such as the Ingenix Relative Value for Physicians scale or others. In the State of Kansas, fees will first be reduced to the

state fee schedule or UCR for outpatient services. The TPA may charge a flat fee for these reductions.

2. The difference from the above repricing of the medical bill, to the negotiated PPO contracted rate for these services, inclusive of any further reductions from the above for clinical overutilization, duplication or undelivered services, or inappropriate or unreasonable services, will form the basis of the TPAs savings calculation.
3. The final fees charged the Authority will be the combination of the flat fee per bill for the initial reduction to UCR/fee schedule, plus a percentage of savings of the additional reductions to PPO contracted rate.
4. The Authority reserves the right to direct the stacking of PPO networks.

The TPA must further agree:

1. Solicit from medical providers and pass through prompt pay discounts to the Authority
  2. Utilize a duplicate (full and partial duplicate bills) detection system to ensure duplicate bills are not subject to fees for savings
  3. Not charge any fees for handling duplicate billing or reconsiderations
    - a. Example: If a \$100 bill does not have the supporting invoice and is denied (100% savings) and is resubmitted in a summary bill where the reconsideration reduces the bill by 10%, the first 100% savings will be retracted, only allowing the calculation for savings off the summary bill with the 10% savings below FS/UCR.
  4. Do not charge for e-bill receiver services
  5. Fully review every line item for accuracy, utilization control, and compliance for all facility bills over \$2,500
  6. Ensure there is a comprehensive interface between MBR and UR/adjuster reviews for clinical appropriateness, medical reasonableness and necessity and guideline compliance.
  7. Pre-negotiating in-patient or out-patient facility services for planned surgeries by first identifying all the facilities from which the proposed surgeon has privileges, followed by a negotiated pre-surgery agreement with the facility for the lowest possible fees.
- Please indicate if you have the ability, and are willing, to “cap” large facility bills (>\$50,000) PPO percent of savings fees on a per-claim basis. If so, indicate the cap you are willing to accept.

## **9. Pharmacy Benefit Management Program (PBM)**

The Authority reserves the right to direct pharmacy services (unbundle) to a provider of its choice.

## **10. General Liability Claim Administration**

The KCATA has negligible general liability claims. These claims are presently adjusted by another TPA under a group insurance program. Should that program change, these very limited number of claims will be handled by the TPA selected under this solicitation.

## **11. Auto Liability Claim Administration**

### Overview

The KCATA has a unique auto liability exposure. The uniqueness comes from both being a municipal entity with a level of sovereign immunity, and the very nature of our incidents. These incidents range from motor vehicle collisions to passenger slip, trip and falls, injuries from MVAs, assaults, etc. Adjuster experience in transportation, preferably with public transit, would be most helpful.

### Investigation

Timely investigation is necessary to document and protect evidence in order to determine liability/compensability. Fortunately, each bus incident is immediately investigated on the scene by the KCATA, multiple camera videos are pulled, witness statement taken as well as other photographs. All this information is recorded on the KCATA's proprietary incident management system and transmitted in short order to the TPA. We ask our TPA to immediately begin creating an active and thorough defense file, inclusive of recorded bus operator interviews, when appropriate, in preparation of anticipated claims.

### Claim Handling

The KCATA requires aggressive, proactive claim handling but we do not solicit claims from potential third-parties. In anticipation of a potential claim we expect the TPA to have already established an action plan upon receipt of a claim and continually update the plan to resolve any presented claim in the most effective manner. Adjusters must plan the activities that will occur, including but not limited to, medical treatment, recovery plan, and litigation plan. The action plans must be innovative and aggressive. We do make use of nurse case managers, specializing in liability medical assessment, to support the adjuster in evaluating claimed specials.

### Designated Adjuster

The KCATA requests a designated adjuster assigned to the account. As noted above, the experience of the adjuster is of utmost importance to the Authority.

## **12. Cyber Security**

The proposer must have a very comprehensive cyber security system, inclusive of protections of personal identifiable information in all electronic communications.



**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 **2:00 P.M., February 8, 2019**. 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, Procurement Supervisor**. Electronic comments, questions and requests for clarification should be sent to [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org) and the subject line should read “RFP #19-7006-28B.”

**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 Director of Procurement, no later than five (5) days before the bid closing date.

- C. **Post-Submittal/Pre-Award** - A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
- D. **Post-Award** - Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- E. KCATA's Interim Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the KCATA's Director of Procurement, the protester may appeal in writing to the KCATA Chief Financial Officer within five (5) days from the date of the Interim Director 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 Interim Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- H. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- I. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

## **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 15%. **A separate contract goal of 0% has 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 the Kansas Department of Transportation (KDOT) or a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms certified by the MRCC may be found at [www.modot.mo.gov/ecr/index.htm](http://www.modot.mo.gov/ecr/index.htm). A list of KDOT certified firms is located at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications for other agencies will not be considered.
- D. **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. Interested firms may submit proposals for one or both desired services. Firms may also partner with another firm to provide a complete, integrated package.

- A. The proposal package consists of three (3) separately sealed volumes.
- B. The proposal shall consist of one (1) original and five (5), complete, and exact copies of the original proposal. All copies and originals shall be labeled with the RFP number, Title, 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: One (1) Original. Cost proposal shall be in a separate sealed envelope.
  - 2. Volume II – Technical Proposal: One (1) unbound original and five (5) copies. Do not include cost in Technical Proposal.
  - 3. Volume III – Contractual: One (1) original of the signed documents to include DBE and subcontractor documents (if needed), Receipt of Addenda form (if issued) and other submittals as required and specified.
  - 4. Proposers are asked to submit a complete set of their proposal documents (Volumes I, II and III) in an electronic format on a flash-drive. Include this in Volume III.
  - 5. Each Proposal package shall be labeled as follows:

**RFP#19-7006-28B Third Party Administrator for Vehicular Liability Claims, Worker's Compensation Claims, and General Liability Claims and Medical Bill Review Services**

- D. The pages in 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 anticipates awarding a fixed price contract.
- B. KCATA will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- C. Detailed and summary cost/ proposal forms are attached as Attachment K. Only the proportionate share of costs, fixed or variable, associated with this project shall be included in the Price Proposal
- D. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly

necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

- E. Cost proposals will only be evaluated for those Proposers whose Technical Proposals are determined to be technically acceptable.
- F. 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.
- G. Cost information is not to be included in the Technical Proposal (Volume II).

### **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.

#### **1. Technical Proposal Page Limit**

- a. The technical proposal page limit is 25 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.
- b. The following are excluded from the page count:
  - Title Page
  - Table of Contents
  - Letter of Transmittal
  - Tabs or Indices
  - Additional lists of references
  - Résumé/background information (please restrict to a maximum of three (3) pages per individual)
  - Required forms such as Licenses, Certifications and Financial Data
- c. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts). 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, V.P. of Procurement and Finance/CFO, 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. Key Personnel Experience and Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.
- b. This section should demonstrate the Proposer's experience, skills and qualifications of the Project Manager and other key personnel in processing TPA Services for Vehicular Liability Claims and Workers' Compensation Claims. Proposer should emphasize experience in meeting client goals, objectives and schedules that are requested in the Scope of Services for this project. Describe direct experience. Detail any plans for services the Proposer will provide that are not specifically required in this RFP.
- c. Indicate the number of clients serviced by the firm. Of those clients, indicate how many are self-insured and how many use insurance companies. Also, list all public entities served by the office that will service KCATA.



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

5. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule that includes:

- Management plan
- Personnel and staffing
- Reporting requirements

- b. Medicare Set-Aside Reporting

Please provide documentation as to your ability to fully comply with CMS requirements. Provide vendor you currently use for this reporting requirement.

- c. Medical Bill Review (MBR) Services

- Fully document your formula, references for UCR calculations, and fees for repricing medical bills.
- Discuss your internal process for validating MBR payments in concert with utilization review approvals
- Please indicate if you have the ability, and are willing, to "cap" large facility bills (>\$50,000) PPO percent of savings fees on a per-claim basis. If so, indicate the cap you are willing to accept.

- d. RIMS System

- Provide detailed examples of output reporting and dashboard from your RMIS system

- Address your clients' ability to run ad hoc (SQL) reporting off all data fields, including payment data, without limitation.

e. Preferred Provider Organizations (PPO)

List your PPO network matrix.

f. Ancillary Services (DME, Imaging, Pharmacy Benefit Management)

Communicate your willingness to permit the unbundling of ancillary service

- g. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
- h. Provide copies of your reserving philosophy, claims practices and standards. KCATA reserves the right to audit and approve office practices pertaining to this account.
- i. Describe, in detail, how each adjuster's claim action plans are created and supervised.
- j. Address your standard process for injured worker engagement and continued open communications.
- k. Indicate how your firm is capable of interfacing with third parties such as 24/7 nurse triage and nurse case managers.
- l. Detail your firm's contracted PPO networks and your ability and willingness to permit the Authority to create its own layering arrangement.
- m. Provide a comprehensive detail of your managed care offerings.
- n. As indicated in the statement of work, provide a thorough detailing of your medical bill review repricing strategy, edits, handling of duplicates and reconsiderations, and formulas for identifying cost savings and their resulting fees charged to your client.
- o. Provide the Authority with your average medical bill cost savings below UCR for the State of Missouri as well as average net savings in Missouri from billed amounts.
- p. Address if your firm solicits prompt pay discounts and how these discounts are calculated in net bill review savings
- q. Describe your willingness to cap large facility bill medical bill savings fees.
- r. Indicate if you are willing to unbundle ancillary services permitting the Authority to choose its vendor(s) and their fee structures.
- s. Describe in detail your firm's interface between its medical bill review and utilization review.

6. Functionality/Cyber Security

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

6. 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 (Attachment A). 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.

7. 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. **Affirmative Action Compliance.**

- a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
- b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past year shall submit an Affidavit of Civil Rights Compliance (Attachment C).
- 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 C 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 Procurement Manager at (816) 346-0224.

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

**6. Evaluation Criteria**

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet KCATA's requirements. Each technical 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 attest that “standard procedures will be employed” are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.

- B. Technical proposals will first be reviewed by KCATA for responsiveness. To be responsive, proposals must contain all required forms, meet the RFP requirements to KCATA’s satisfaction, and provide the requested information. Failure to submit the required forms, meet the RFP requirements, or provide the requested information will cause the proposal to be deemed as non-responsive.
- C. Responsive 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.

<b>Evaluation Criteria</b>	<b>Evaluation Point Value</b>
<b>Price Proposal</b>	<b>25</b>
<b>Medical Bill Review PPO Network, Fees, and Savings Calculations</b>	<b>30</b>
<b>WC/AL/GL Dedicated Adjuster Experience</b>	<b>25</b>
<b>Dynamics, Comprehensiveness, and User Friendliness of the RMIS</b>	<b>15</b>
<b>Cyber Security</b>	<b>5</b>
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

## **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 – ATTACHMENTS

### DOCUMENT/FORM REQUIREMENTS

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

- Volume I – Cost Proposal
  - ✓ Cost Proposal Form (Attachment K). One (1) unbound original.
- Volume II – Technical Proposal.
  - ✓ One (1) unbound original and three (3) copies.
- Volume III – Contractual
  - ✓ Vendor Registration Form (Attachment B); (unless already on file with KCATA). *Include this form for each subcontractor.*
  - ✓ Affidavit of Civil Rights Compliance (Attachment C). *Include this form for each subcontractor.*
  - ✓ Work Force Analysis Report Form (Attachment D.2; unless already on file with KCATA). *Include this Report for each subcontractor.*
  - ✓ Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form (Attachment E). *Include E.2 if using Subcontractors.*
  - ✓ Certification of Debarment (Primary and Lower-Tier) Form (Attachment F). *Include Attachment F.2 if using Subcontractors.*
  - ✓ Certification of Lobbying (Primary and Lower-Tier) Form (Attachment G). *Include Attachment G. 2 if using Subcontractors.*
  - ✓ Contractor Utilization Plan/Request for Waiver (Attachment H)
  - ✓ Schedule of Participation by Contractor & Subcontractors (Attachment I)
  - ✓ Letter of Intent to Subcontract (Attachment J) *If subcontracting with DBE firm*
  - ✓ Certification of Receipt of Addenda Form (if issued)
  - ✓ Audited Financial Statements for Past Two Years
  - ✓ .PDF copy of complete set of proposal documents (Volumes I through III) on flash/jump drive.

*The electronic copy of Attachments B through J can be obtained by going to:*

[http://www.kcata.org/about\\_kcata/entries/vendorforms](http://www.kcata.org/about_kcata/entries/vendorforms)



## ATTACHMENT A

### Sample Contract/Terms and Conditions

Contract #19-7006-28B

### Third Party Administrator for Vehicular Liability Claims, Worker's Compensation Claims, and General Liability Claims and Medical Bill Review Services

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 bid submitted by the Contractor dated \_\_\_\_\_, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Bid").

#### 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 December 17, 2018 entitled "Physical and Occupational Therapy and Other Related Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide Physical Therapy 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 \_\_\_\_\_, 2019 and expiring on \_\_\_\_\_ with \_\_\_\_ (\_\_) one-year extension options. The services to be 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 Cost Proposal (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Annual funding for subsequent years of the contract and extension options, if exercised, will be based on KCATA's anticipated needs and in accordance with the rates established herein.

**5. ORDER OF PRECEDENCE**

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

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

**6. MISCELLANEOUS PROVISIONS.**

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

- Appendix A. Contract Terms and Conditions; and
- Appendix B. Scope of Work; and
- Appendix C. 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  
(CONTRACTOR)**

**KANSAS CITY AREA TRANSPORTATION  
AUTHORITY (KCATA)**

By \_\_\_\_\_  
Name of Authorized Signer  
Title of Authorized Signer

By \_\_\_\_\_  
, Chairman of the Board

By \_\_\_\_\_  
, Secretary of the Board

**SAMPLE  
CONTRACT TERMS AND CONDITIONS**

**1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE**

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

## 6. CHANGES

KCATA may at any time, by a written order, and without notice to the 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.

## 7. CIVIL RIGHTS

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

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **8. CONFLICTS OF INTEREST (ORGANIZATIONAL)**

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

## **9. CONTINUITY OF SERVICES**

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

## **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.

## **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.

## **12. DISPUTE RESOLUTION**

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

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. INSPECTION OF SERVICES**

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

## **18. 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).

- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
1. Contractual liability coverage is applicable; and
  2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (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 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. Pollution**

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

**Where applicable**, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability. Automobile liability coverage may be satisfied by utilizing ISO Endorsement CA 9948 or equivalent.

**6. Umbrella or Excess Liability**

Umbrella or Excess Liability Limit: \$4,000,000 Each Occurrence  
\$4,000,000 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.

## **19. 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, 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.

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

## 20. 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.

## 21. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Keith Rosenblum KCATA's Risk Manager at (816) 346-0232 or via e-mail [krosenblum@kcata.org](mailto:krosenblum@kcata.org).
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Tamika McDonald, Procurement Supervisor  
Kansas City Area Transportation Authority  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. The Contractor shall notify KCATA immediately when a change in ownership has occurred or is certain to occur.
- D. The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **22. 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.

## **23. 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.

#### **24. 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.

#### **25. RECORD RETENTION AND ACCESS**

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. §§ 200.333. 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.

#### **26. 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. Invoice requesting payment shall be submitted directly to KCATA's Procurement Department via email to [payme@kcata.org](mailto:payme@kcata.org).
- 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 subcontractor's work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.
3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

#### **27. 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.

#### **28. 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.

#### **30. 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.

### 31. 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/SBE 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:
    - Acceptance of Services/Deliverables – No Release
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Continuity of Services
    - Contractor's Personnel
    - Contractor's Responsibility
    - Debarment and Suspension
    - Disadvantaged Business Enterprise (DBE)
    - Disclaimer of Federal Government Obligations or Liability
    - Dispute Resolution
    - Employee Eligibility Verification
    - Governing Law: Choice of Judicial Forum
    - Headings
    - Independent Contractor
    - Inspection of Services
    - Insurance
    - Liability and Indemnification
    - Licensing, Laws and Regulations
    - Notification and Communication
    - Ownership, Identification, and Confidentiality of Work
    - Privacy Act Requirements
    - Prohibited Interests

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 Driving  
Unavoidable Delays  
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.

### **32. 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.

### **33. 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 \_\_\_\_\_.

### **34. TERMINATION**

- A. **Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. **Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. **Termination for Default.**
  - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or according to specifications, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services



performed in accordance with the manner of performance set forth cost of the Contract.

2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### 35. 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.

### 37. UNAVOIDABLE DELAYS

- A. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.
- B. **Notification of Delays.** The Contractor shall notify the Director of Procurement as soon as the Contractor has, or should have, knowledge that an event has occurred which will cause an unavoidable delay. Within five (5) days, the Consultant shall confirm such notice in writing furnishing as much as detail as is available.

- C. **Request for Extension.** The Consultant agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Procurement to make a decision on any request for extension. The Director of Procurement shall examine the request and any documents supplied by the Consultant and shall determine if the Consultant is entitled to an extension and the duration of such extension. The Director of Procurement shall notify the Consultant of its decision in writing.
- D. It is expressly understood and agreed that the Consultant shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision, except to the extent the Consultant's delay was attributable to KCATA's non-performance of its duties herein.

### 39. GENERAL PROVISIONS

- A. **No Third-Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. **Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. **Time of Essence.** Time is of the essence in Contractor's performance of this Agreement.
- D. **Time Periods.** A "business day" is a business working day of KCATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by the KCATA for administrative personnel. If the time period by which any right or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, expires on a day which is not a business day, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- E. **Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- F. **Counterparts.** This Contract may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one contract, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. And, in proving this Contract, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- G. **Interpretation; Update of Citations.** Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; and (c) references to persons or parties include their permitted successors and assigns. The parties recognize and agree that many of the laws, regulations, policies, procedures and directives stated as governing the Contractor's performance of its work or services, or the supplying of products, equipment, or materials, pursuant to this Contract are subject to updating, amendment or replacement. Therefore, all such references in this Contract are agreed by the parties to be deemed to refer to the then current updated, amended or replacement form of such laws, regulations, policies, procedures and directives in effect at the applicable time during the term of this Contract and the same are hereby incorporated into this Contract by this reference.
- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto

and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.

- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Project Kick-Off**
  - a. The selected Proposer shall not only perform work on the Contract after the effective date is affixed and the fully-executed contract sent to the selected Proposer. KCATA shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the effective date.
  - b. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and KCATA shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No KCATA employee or Board member has the authority to verbally direct the commencement of any work under the Contract.

## **FTA REQUIRED CLAUSES**

### **40. Debarment and Suspension Certification.**

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations "Non-Procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)," 2 C.F.R. part 180.
- B. 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.

- C. 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.
- D. 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.

Contractor's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_

KCATA's Initials \_\_\_\_\_

**ATTACHMENT B**  
**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](http://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).***

<b>Legal Entity Name:</b>		<b>Phone:</b>	
<b>Doing Business As:</b>		<b>Toll-free Phone:</b>	
<b>Physical Address:</b>		<b>Fax:</b>	
<b>City:</b>		<b>Email:</b>	
<b>State:</b>	<b>Zip:</b>	<b>Website:</b>	
<b>Contact Person Name:</b>		<b>Title:</b>	
<b>Contact Phone:</b>		<b>Contact Email:</b>	
<b>Mailing Address:</b>		<b>Phone:</b>	
<b>City:</b>		<b>Fax:</b>	
<b>State:</b>	<b>Zip:</b>	<b>Comments:</b>	
<b>Business Type:</b>	<input type="checkbox"/> <b>Individual</b> <input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Corporation</b>		
	<input type="checkbox"/> <b>Limited Liability Company</b> <input type="checkbox"/> <b>Other (Explain) _____</b>		
<b>If Incorporated, in Which State:</b>		<b>Federal Tax ID No:</b>	
<b>Years in Business:</b>		<b>Years in Business Under Current Name:</b>	
<b>Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor?</b> If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at <a href="http://www.fedgov.dnb.com/webform">www.fedgov.dnb.com/webform</a> .			<b>DUNS #</b> _____
<b>Annual Gross Receipts.</b> 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
<p>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 <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a>.</p>			
NAICS CODE(S) :		NAICS CODE(S):	
NAICS CODE(S):		NAICS CODE(S):	
<p><b>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?</b> If YES, submit a copy of a copy of your current certification from your state's UCP.</p> <div> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ENCLOSED </div>			
<p><b>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?</b> For further information on 13 CFR 121 and SBE designation refer to SBA's website at <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a></p> <div> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ENCLOSED </div>			
<p><b>3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization?</b> If YES, please provide a copy of your certification documentation.</p> <div> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ENCLOSED </div>			
<p><b>4. Does your firm meet any of these other federal business classifications?</b> If YES, please provide a copy of certification documents.</p> <div> <input type="checkbox"/> Service Disabled, Veteran Owned Business <input type="checkbox"/> SBA 8(a) Certified Business </div> <div> <input type="checkbox"/> HubZone Program Certified <input type="checkbox"/> Other _____ </div>			
<p><b>DBE/SBE CERTIFICATION:</b> 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) 346-0272 or via email at <a href="mailto:cmoore@kcata.org">cmoore@kcata.org</a></p>			

**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 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.*

<b>Signature</b>		<b>Date</b>
<b>Printed Name</b>		<b>Title</b>

The following documents must be returned:

- Completed Vendor Registration Form
- KCATA Workforce Analysis/EEO-1 Report
- Affidavit of Civil Rights Compliance (*found on KCATA's website as Attachment B*)

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: [mgay@kcata.org](mailto:mgay@kcata.org)

**NOTE: Vendors will be required to submit a signed IRS W9 form  
prior to authorization of any purchase.**

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

**ATTACHMENT C**  
**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 C ~ 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 D.1**  
**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.2 – 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	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers																
First/Mid-Level Officials and Managers																
Professionals																
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Operatives																
Laborers and Helpers																
Service Workers																
TOTAL																
PREVIOUS YEAR TOTAL																
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment		<input type="checkbox"/> Other			

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT 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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Prime Contractor \_\_\_\_\_

STATE OF \_\_\_\_\_)

) SS

COUNTY OF \_\_\_\_\_)

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

1. This Affidavit is made for the purpose of complying with the provisions of the Disadvantaged Business Enterprise (DBE) submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's commitment to utilize DBE contractors on the project.
2. The project goal for DBE Participation is **0 %**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

**BIDDER/PROPOSER DBE PARTICIPATION COMMITMENT: \_\_\_\_\_%**

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

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

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

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

**TOTAL DBE \$ AMOUNT ON PROJECT:** \$ \_\_\_\_\_

**TOTAL DBE % COMMITTED TO PROJECT:** \_\_\_\_\_ %

4. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the **Schedule of Participation by Contractor and Subcontractors** form. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due a DBE for purposes of meeting or exceeding the Bidder/Proposer participation commitment.

**Attachment H ~ Continued**

5. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a **Request for Modification or Substitution** form if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
6. If Bidder/Proposer has not achieved the DBE commitment set for this Project, Bidder/Proposer hereby requests a waiver of the DBE commitment that Bidder/Proposer has failed to achieve.
7. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by KCATA.
8. I hereby certify that I am authorized to sign this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_  
(Attach corporate seal if applicable)

NOTARY:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Seal)

# ATTACHMENT I

## SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS

Project # \_\_\_\_\_ Description: \_\_\_\_\_ Date: \_\_\_\_\_

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

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
PARTICIPATION BY SUBCONTRACTOR(S) AND MAJOR SUPPLIERS - DBE & NON-DBE					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

TOTAL VALUE OF WORK \$ \_\_\_\_\_

TOTAL CONTRACT VALUE OF WORK  
(FROM BID FORM) \$ \_\_\_\_\_

TOTAL DBE PARTICIPATION \$ \_\_\_\_\_

TOTAL PERCENTAGE OF DBE PARTICIPATION \_\_\_\_\_%

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

Prime Contractor (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone #/Fax # \_\_\_\_\_

**ATTACHMENT J**  
**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 K**  
**COST/PRICE PROPOSAL RESPONSE FORM**  
**ARMED SECURITY GUARD SERVICES FOR BUSES**

**The proposer shall complete the attached pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP.** The quantities are estimates only and actual numbers may change.

**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.*

<b>WORKERS COMPENSATION</b>				
<b>Description</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Total</b>
Medical Only Claim				
Indemnity Claim – Life of Claim				
Annual Administrative Fee				
RMIS System Access up to 5 users				
Set-up Fees				
Bank Account Fees				
Direct Online Claim Reporting through KCATA Incident Management Program				
Claim Index Fee				
CMS Reporting				
MBR Percent of Savings as Calculated per the Scope of Work Incorporated herein				
Fee per Claim for Reducing to FS/UCR				
Subrogation Recovery (Non-litigated) Percentage of Recovery				
PPO Percent of Savings Cap Level				
Note PBM Discount Schedule separately (AWP-X%+Fill Fee) for retail and home delivery, brand and generic				
<b>Grand Total</b>				

**ATTACHMENT K -Continued**  
**COST/PRICE PROPOSAL RESPONSE FORM**

<b>AUTO AND GENERAL LIABILITY</b>				
<b>Description</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Total</b>
General Liability				
Auto Liability				
Auto Liability Property Damage				
Claim In				
<b>Grand Total</b>				
<b>Combined Grand Total</b>				

**PRICING TABLE 2: OTHER REQUIRED PRICING**

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

<b>DESCRIPTION/COMMENTS</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
<b>GRAND TOTAL</b>			<b>\$</b>

**ATTACHMENT K**  
**COST/PRICE PROPOSAL RESPONSE FORM**

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

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

Company Name (Type/Print)\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Address/City/State/Zip\_\_\_\_\_

Authorized Signature\_\_\_\_\_ Title\_\_\_\_\_

Name (Type/Print)\_\_\_\_\_

Telephone # \_\_\_\_\_ Fax# \_\_\_\_\_

E-mail address\_\_\_\_\_



## **ATTACHMENT L QUESTIONS**

### **Medical Bill Review**

1. What is the name of your MBR vendor?
2. What is the system platform used by your MBR vendor for repricing and clinical utilization?
3. Do you include reductions due to full or partial duplicate bills/lines as savings?
4. Specifically, how do you account for reconsiderations and appeals in your reported savings?
5. What are your average savings per Missouri and Kansas excluding duplicates and requests for reconsideration?
6. Is there any fee charged for reconsideration?
7. Is there any fee for handling duplicates?
8. Do you verify every component of the bill for accuracy?
9. Do you conduct a complete review of every code and charge billed?
10. Do you require an auditor to review and verify that all required documentation is provided along with the bill?
11. How do you review for any issues of utilization control and compliance?
12. Address how you Automate PPO processing including mosaic of networks and assigning PPOs based on jurisdiction, where appropriate, to allow for optimal additional savings?
13. How do you determine the best PPO structure based on mosaic and assigning by state and how often is that reevaluated? Do you provide a report justifying your stacking methodology?

### **References**

Provide two references from your clients, including those in the transportation industry (municipal transit if possible), which your organization has serviced in the past two years, as well as from two former clients who have terminated your services within the last three years.

### **Workers' Compensation**

1. Please describe your claims' office's that would be supporting this account, experience with government clients; specifically, municipal organizations.

2. Can the claims management information system's dashboard be customized?
3. Can the dashboard contain medical payment data?
4. Client Can Correct Limited Claim Information.
5. Are third-party nurse case management reports incorporated into the claim file?
6. What options for PBM vendor are available to the client?
7. Who is your PBM provider(s)?
8. Describe your proposed dedicated adjuster's understanding of the biopsychosocial pain management model dominate in the medical literature and medical treatment guidelines.
9. Please present the resumes of the designated adjuster you propose for this account.

**Auto/General Liability**

1. Please present the resume of a designated liability adjuster who you propose would be assigned to this account.
2. Identify the experience of this adjuster with transportation claims.
3. Identify the experience of this adjuster with government clients.