



RideKC

REQUEST FOR PROPOSALS (RFP) #G21-8008-38B

PROPERTY AND CASUALTY INSURANCE BROKER CONSULTANT SERVICES

Date: August 2, 2021

Contact: Karen Pointer, Buyer

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REQUEST FOR PROPOSALS (RFP) #G21-8008-38B

PROPERTY AND CASUALTY INSURANCE BROKER CONSULTANT SERVICES

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from qualified firms interested in providing property and casualty insurance consulting services. The selected firm must meet all licensing and education requirements for their profession, including Broker's license valid in the states of Missouri and Kansas.

DBE/SBE Participation. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of KCATA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs/SBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs/SBEs in all types of federally assisted contracts and procurement activities;
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program

KCATA's annual goal for DBE participation in DOT-assisted projects is 23.3%. **Because this project is not funded by FTA grants, no DBE goal is established for this procurement.** Certified DBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Participation. KCATA has established a locally based MBE and WBE Program that is very similar to FTA's DBE Program. KCATA will seek participation on projects when DBE and/or SBE goals cannot be established. Work orders under this project that have no grant funding will be considered for MBE/WBE participation goals.

MBE/WBE firms may participate as prime contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as MBEs/WBEs under the MBE/WBE Criteria based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D Firms (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable. Only firms certified with **KCATA, City of Kansas City, MO, State of Missouri Office of Equal Opportunity, or Kansas Department of Commerce** will be considered eligible to meet KCATA's MBE/WBE project goals. Each firm's signed MBE or WBE certificate, as well as the most recent MBE/WBE Annual Update Approval letter, will need to be included in their bid package to be considered for MBE or WBE goal participation. A list of certified firms from each agency is listed below:

- KCATA Certified Vendors <https://kcata.diversitycompliance.com/>

- City of Kansas City, MO Certified Vendors <https://kcmohrd.mwdbe.com/>
- Missouri Office of Equal Opportunity Certified Vendors <https://apps1.mo.gov/MWBCertifiedFirms/>

Pre-Proposal Conference. A pre-proposal conference will be held via teleconference on **August 12, 2021 at 9:30 a.m. CDT**. Although attendance at this conference is not required, those firms interested in proposing to the RFP are encouraged to attend. This conference will be conducted virtually through Microsoft Teams. Interested firms should contact Karen Pointer via email at kpointer@kcata.org to confirm attendance and request a meeting invitation. The meeting will be recorded and posted to the project’s FTP site.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing via email to Karen Pointer at kpointer@kcata.org. Questions and requests for clarifications will be received until **noon August 16, 2021**. If required, KCATA’s response to these submissions will be in the form of an Addendum.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CDT on August 27, 2021**. Proposals may be submitted as follows:

Name:	Property & Casualty Insurance Broker
Number:	G21-8008-38B
Site URL:	https://kcata.sharepoint.com/sites/FTP/pro/pcib/SitePages/Home.aspx
Bidder Email:	Bid_G21-8008-38B@kcata.org
Bidder Password:	hwj2A-_2cy (hotel - whiskey - juliet - Two - ALPHA - Dash - Underscore - Two - charlie - yankee)
Contact Name:	Karen Pointer
Email Address:	kpointer@kcata.org
Phone Number:	816-346-0298

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

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFQ 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. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

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

award to the selected and approved Consultant if negotiations are successful.

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

Kristen Emmendorfer
Director of Procurement

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EXHIBITS	<i>Exhibits are referenced herein and are included as separate documents. These documents will be uploaded to KCATA’s project site.</i>
Exhibit A	AL Loss Run
Exhibit B	GL Loss Run
Exhibit C	Missouri/Kansas Workers Compensation Loss Run

NO PROPOSAL REPLY FORM

RFP #G21-8008-38B

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
Property and Casualty Insurance Broker Consultant Services**

To assist KCATA in obtaining good competition on its Requests for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Karen Pointer, KCATA's Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at kpointer@kcata.org.

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

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued.....	August 2, 2021
Pre-Proposal Conference.....	August 12, 2021 9:30 a.m. Teleconference via Microsoft TEAMS <i>Email: kpointer@kcata.org if plan to attend</i>
Questions, Comments and Requests for Clarifications Due to KCATA	August 16, 2021 12:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification.....	August 19, 2021
RFP Closing.....	August 27, 2021 2:00 p.m.
Interviews (<u>Tentative</u> and as Required).....	September 2, 2021
Contract Award/Notice to Proceed	October 2021

All times are Central Daylight Time

SECTION 2
SCOPE OF SERVICES

2.1 Introduction

- A. The Kansas City Area Transportation authority (KCATA) is seeking qualified individual(s) or firm(s) with the following minimum qualifications to provide comprehensive property and casualty insurance broker consultant services. The KCATA is compiling additional information and will share as available. Minimum qualifications for the Broker/firm shall include
- Licensed as an insurance broker in the States of Missouri and Kansas
 - Five (5) years of experience as a business whose primary function is insurance broker consulting
 - Experience with transit authorities or public entities with an annual premium in excess of \$500,000 annual / commercial lines premium volume of \$2,000,000 or greater
 - Experience in providing broker consultant services similar to those outlined in this Scope of Services
- B. The term of this agreement shall be for a period of five (5 years) with anticipated contract award in September 2021.

2.2 Background Information

- A. The Kansas City Area Transportation Authority provides public transportation for the greater metropolitan Kansas City area and is a bi-state agency created by a compact between the States of Missouri and Kansas and approved by the United States Congress. The compact was authorized by legislation passed in both states in 1965. The compact defines the Kansas City Area Transportation District as the counties of Cass, Clay, Jackson, and Platte in Missouri; Johnson, Leavenworth, and Wyandotte in Kansas. The Authority's jurisdiction is limited to these seven counties.
- B. A Board of Commissioners governs the affairs of the Authority. The Board includes five commissioners from Missouri and five from Kansas representing the seven counties in the Kansas City metropolitan statistical area. The Commissioners serve four-year terms, with two term limits.
- C. The KCATA RideKC Connection is a Missouri Nonprofit Public Benefit Corporation. RideKC Connection contracts with outside vendors to provide transportation for the elderly and disabled. Vendors are required to carry workers' compensation, general liability, and auto liability insurance.
- D. The Chief Executive Officer (CEO) is responsible for the operation of the Authority and is accountable to the Board of Commissioners. The selection of an insurance broker will require Board approval. The approval process includes Staff submission of a recommendation to the Board of Commissioners for their consideration and vote after evaluations have been conducted for responsive and responsible proposers.
- E. The Authority staffed a full-time Risk Manager from July 1979 to October 2003 reporting to the Director of Human Resources. The Risk Manager was responsible for developing and

administering risk management and loss prevention programs; initiating policies to comply with safety legislation and industry practices; and researching and reporting on the most cost-effective plans to minimize asset liability. The Director of Transportation and Director of Maintenance were responsible for acting as the liaison to the authorized treating physician, third party administrator, attorneys, and employees, investigating any incidences that may result in asset loss.

- F. As a result of the additional responsibilities being placed on the Director of Transportation and Director of Maintenance the Authority decided to re-engineer the risk management function in July of 2003 and developed a Loss Prevention and Control Department (LP&C) consisting of a new full-time position titled, "Manager of Loss Prevention and Control". At the same time the Safety Officer/Workers' Compensation Officer position of the Transportation Department was reclassified into a full-time Safety Officer position (including workers' compensation) and transferred to the LP&C. A Manager of Loss Prevention and Control was hired in August of 2003 and a Safety Officer was hired in September of 2003.

- G. In October of 2003 Kansas City Missouri passed a 3/8 of a cent sales tax, which assisted in budgeting for a reclassified Risk Analyst position replacing the eliminated Risk Manager position. A full-time Risk Analyst was hired in March of 2004. On May 28, 2004 the Human Resources Program Manager for the drug and alcohol testing program terminated employment with the Authority. As a result, this program was transferred to LP&C and the Risk Analyst title was reclassified to Risk Analyst/Program Manager. These additional responsibilities include random, reasonable suspicion, post-accident, return-to-duty, and follow up drug and alcohol testing.

- H. In August of 2008, the Environmental Compliance Program administered by the Maintenance Department was transferred to LP&C administered by the Safety Officer. In February of 2014, LP&C was moved to the Finance Department. In January 2015, a Safety, Training and Service Quality Division was developed and moved to the Operations. Department with a Sr. Manager of Safety, Training and Service Quality reporting to the COO. In May of 2015, a Safety, Security, and Risk Management Department was created with a Chief Safety Officer reporting to the Sr. VP of Operations/COO and a dotted line to the President/CEO for MAP 21 purposes.

- I. Named Insured: Kansas City Area Transportation Authority ("KCATA" or Authority")
 RideKC Connection
 1350 E. 17th Street, Kansas City, MO 64108 and
 1200 E. 18th Street, Kansas City, MO 64108

- J. The City of Kansas City, Missouri does not own The Authority. Therefore, KCATA does not own or operate City vehicles. The Authority does not have the power to tax but has the sole function of providing public transportation for the metropolitan Kansas City Area. The Authority is exempt from all taxes including Surplus Lines Tax.

- K. Census -- Number of Full Time Equivalent Employees:

Union Bus Operators	314
Union Maintenance	143
Union Administration	27
<u>Salaried Administration</u>	<u>119</u>
TOTAL	603

- L. **Property Valuation:** As of November 2020, KCATA owns and operates a fleet of 287 rolling stock vehicles with total dollars at \$106,040,874 and 62 non-revenue and service vehicles at \$3,202,040. KCATA owns and operates 89 structures with total dollars at \$46,130,140.
- M. **Third-Party Administration:** Auto Liability, General Liability and Workers Compensation Claims are handled by Thomas McGee, the Authority's Third-Party Administrator.
- N. **Risk Management:** KCATA employs a full time Chief Safety Officer, Risk Manager, and Risk Analyst dedicated to preserving the assets of the authority.
- O. **Contract Review:** Contract review and administration is handled by the Procurement Department with input provided by the Safety, Security & Risk Management (SS&RM) Department regarding the appropriate insurance and indemnification language. Certificate review is administered by the Procurement Department, in conjunction with SS&RM.
- P. **Insurance Renewals:** The Board of Commissioners for KCATA must approve all renewals with premiums in excess of \$250,000. It is vital that the marketing analysis and written proposal response be available for full disclosure at least ninety (90) days prior to renewal. The Board of Commissioners meets every other month, usually the 4th Wednesday, to conduct KCATA business.
- Q. **Actuarial Valuations:** Auto Liability, General Liability, Workers' Compensation, and Vanpool liability loss runs (Exhibit A, B, and C) are provided to the actuarial consultant assist in preparing the loss reserve and funding analysis report.

2.3 Scope of Services: Property and Casualty Broker Consultant Services

Service Categories. KCATA requests broker consultant services for the following exposures:

- Property/Inland Marine (To include B-M)
- Excess Liability (Auto/General Liability/Public Officials and Employment Practices Liability) - \$1,000,000 Self Insured Retention per occurrence is in place for the Auto.
- Umbrella
- Auto Liability
- Letter of Credit
- Excess Workers Compensation – \$600,000 Self Insured Retention per occurrence is in place.
- Comprehensive General Liability
- Crime - Fidelity Bonds
- Law Enforcement Liability
- Public Officials/Employment Practices Liability
- Felonious Assault

- Van Pool Liability
- Fiduciary Liability
- Network Security and Privacy Liability
- Pollution Liability
- Underground Storage Tank Liability Fund

B. **Scope of Work.** It is necessary that broker consultant services be comprehensive and provides strong support of KCATA's mission in developing mass transit in a cost-effective manner. The following services/responsibilities and deliverables may be included in the scope of the broker consultant assignment.

1. Risk Control. Provide resources to assist KCATA in development and maintenance of a comprehensive risk control program which will grow with the activation of new work projects developed in the transit plans including but not limited to regional bus transportation systems and the streetcar.
2. Risk Financing. Provide support to KCATA in development and maintenance of risk financing plans that enable KCATA to succeed in its over-all financial planning and budgeting. Coordinate with actuarial consultant efforts and provide comprehensive information on market conditions and trends. Support innovative design of and alternatives for most cost-effective risk financing methods.
3. Marketing. In conjunction with KCATA Safety, Security & Risk Management Department, organize, develop, and present to underwriters, all necessary data for marketing of KCATA's risk finance plans. Review the marketing plan documents with KCATA Safety, Security & Risk Management Department for approval to proceed prior to going to the market. Negotiate and present to KCATA, best risk finance / insurance policy terms, conditions, and premium rates. Evaluate the underwriter(s) and report to KCATA underwriter(s) financial stability and service commitment to clients. Review and advise on policy language for proper application to risk. Provide trending values for property insurance policies. For each policy renewal process, meet with KCATA Safety, Security & Risk Management Department to present marketing results no later than 90-days prior to renewal of coverage. The marketing report for each renewal will include summaries of; current program versus renewal options including all terms, conditions, premium rates, markets quoting and/or denying to quote, and reasons; underwriter(s) ratings and broker's recommendations.
4. Insurance/Contract Policy Audit. Be responsible for verification of policy terms, conditions, language, and forms, compliance with regulatory requirements and consistency with expiring policy, as needed.
5. Claims Loss Administration. The broker consultant will assist KCATA with claim loss development, trending, and forecasting.
6. Risk Finance Invoicing. The broker consultant is responsible for invoicing of premiums and/or loss fund premiums, all of which will be net of broker commissions and/or override volume commissions. All invoices will be billed to KCATA on a net 30-day basis. All invoices from the broker will be processed for payment by KCATA within the fiscal year for which premium payment(s) is due.

7. Stewardship Report. The broker consultant is responsible for producing an annual report within 45-days of the end of the fiscal year for KCATA. This report is to include (but not be limited to); a schedule of policies in force; respective policy premiums, losses, fees earned or waived; development and trends in the markets addressing each coverage and recommendations for change or enhancement of KCATA's risk finance program.
8. Availability. The account executive and account team assigned to service KCATA is expected to be available on a normal daily basis to address daily activities associated with this account, including consultation on an as-needed basis.
9. Insurance Renewal Applications, Policy Review and Policy Delivery. The broker consultant is required to deliver to KCATA, at least 90 days prior to each policy(s) expiration or anniversary date, underwriter's applications for review and completion. The broker consultant will review all new policies and endorsements to ensure/confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by KCATA. KCATA requires, through its broker consultant, new or renewal policy delivery within 90 days of expiration, renewal or policy anniversary dates.
10. Self-Insurance. Work with the Safety, Security & Risk Management Department to establish a viable and cost effective self-insurance program. Provide assistance in completing self-insurance regulatory documents including but not limited to applications for self-insurance and an ERM-6.
11. Quarterly Meetings. Schedule quarterly meetings with the Safety, Security & Risk Management Department to discuss loss control issues, exposure changes, and general administrative matters.
12. Certificates of Insurance. The broker consultant on behalf of the Authority will be required to issue Certificates of Insurance that represent coverage for self-funded programs that are administered by KCATA.
13. Additional Services. Provide other services that are normally and customarily required of an insurance broker consultant.
 - Loss Control
 - Safety Management Process
 - Safety Management Software
 - Other Management Software (Broker/Consultant Technology)
 - Training & Development
 - Value Added Services (Safety Perception Survey, etc.)

C. **Loss Run Reports**. Are available in the FTP site. See Proposal Instructions page 14 for details.

2.4 Broker Qualifications

A. **Minimum Qualifications**. KCATA encourages proposals from all insurance broker consultants meeting the following minimum qualifications:

- Licensed as an insurance broker in the State of Missouri and Kansas
 - Five years of experience as a business whose primary function is broker consulting services
 - Demonstrated experience with transit authorities or public entities with an annual premium in excess of \$500,000
 - Annual commercial lines premium volume of \$2,000,000 or greater
 - Experience in providing broker consultant services similar to those outlined in the Scope of Services
- B. The Kansas City Area Transportation Authority will retain a broker consultant to perform certain work and services on the assignment(s). A Broker Consultant Pre-Qualification Questionnaire is set forth in Attachment D to be completed and submitted as part of the proposal submittal.
- C. Broker consultants are encouraged to present submissions, which represent strengths and capabilities for part, or all, of the services needed to enable KCATA to manage its risk exposures in a comprehensive manner.

**SECTION 3.
PROPOSAL INSTRUCTIONS**

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals” and “RFP” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably. The terms “Proposer,” “Contractor” and “Offer or” are also used interchangeably.
- B. **Interested firms may submit proposals until 2:00 p.m. on August 27, 2021.** 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.
- C. **Submittal Instructions.** KCATA will accept electronic submission of proposal responses. Proposals must be received with all required documents/attachments as stated in the RFP. Proposals are to be submitted to the following FTP site:

Name: Property & Casualty Insurance Broker
Number: G21-8008-38B
Site URL: <https://kcata.sharepoint.com/sites/FTP/pro/pcib/SitePages/Home.aspx>
Bidder Email: Bid_G21-8008-38B@kcata.org
Bidder Password: hwj2A-_2cy (hotel - whiskey - juliet - Two - ALPHA - Dash - Underscore - Two - charlie - yankee)

NOTE: This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. When prompted for email address, please use the one provided here. You must type it in – you may not copy/paste. The password consists of the highlighted characters only.

- D. In cases where communication is required between Proposers and the KCATA, such as requests for information, instruction, and clarification of specifications, such communication shall be forwarded in writing directly to Karen Pointer at kpointer@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- E. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- F. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Reservations

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

- B. KCATA reserves the right to make multiple awards if it is in the best interest of the Authority.
- C. KCATA also reserves the right to award a contract solely on the basis of the initial proposal without interviews or negotiations. Therefore, offers should be submitted to KCATA on the most favorable terms possible, from a technical standpoint.

3.3 Proposer's Responsibilities

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 Unbalanced Proposals

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

3.8 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.
1. **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days before the bid closing date.
 2. **Post-Submittal/Pre-Award.** A post-submittal/pre-award protest is a protest against making an award and is received after receipt of proposals but before award of a contract. Post-submittal protests must be received by the Authority, in writing and addressed to the KCATA's Director of Procurement, no later than five (5) days after the bid closing date.
 3. **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to KCATA's Director of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- B. KCATA's Director of Procurement shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the Director of Procurement, the protester may appeal in writing to KCATA's Chief Financial Officer within five (5) days from the date of the Director of Procurement's response.
- C. The Chief Financial Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The Chief Financial Officer's response will be provided within ten (10) days after receipt of the request. The Chief Financial Officer's decision is final and no further action on the protest shall be taken by the KCATA.
- D. By written notice to all parties, KCATA's Director of Procurement may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.
- E. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.
- F. An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of KCATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

3.9 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 Sunshine Law, Section 610 of the Revised Statutes of Missouri, the KCATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the KCATA reserves the right to release any documents if the KCATA determines that such information is a public record pursuant to the Missouri Sunshine Law.

3.10 Disadvantaged Business Enterprise (DBE)

- A. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE's) and Small Business Enterprises (SBE's), as defined herein and in the Federal regulations published as 49 CFR Part 26, shall have an equal opportunity to participate in in DOT-assisted contracts. It is also the policy of KCATA to:
 - 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - 2. Create a level playing field on which DBE's/SBE's can compete fairly for DOT-assisted contracts;
 - 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's;
 - 5. Help remove barriers to the participation of DBE's in DOT assisted contracts;
 - 6. To promote the use of DBE's in all types of federally assisted contracts and procurement activities; and
 - 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

- B. **Non-discrimination.** Proposers shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability in the performance of this project. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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. 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. **There is no DBE goal established for this project.** Certified DBE firms are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.org/mrcc-directory. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>. MBE and WBE certifications from other agencies will not be considered.
- D. **DBE Certification.** DBE/SBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MoDOT's website.
- E. **Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Participation.**
1. KCATA has established a similar policy and program to promote MBE and WBE participation on projects when DBE and/or SBE goals cannot be established. Work orders that have no grant funding will be considered for MBE/WBE participation goals.
 2. MBE/WBE firms may participate as prime contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as MBEs/WBEs under the MBE/WBE Criteria based on 49 C.F.R. (Code of Federal Regulations) Part 26, Subpart D Firms (§26.61 through §26.73) where applicable, and Subpart E (§26.81 through §26.87) where applicable. Only firms certified with **KCATA, City of Kansas City, MO, State of Missouri Office of Equal Opportunity, or Kansas Department of Commerce** will be considered eligible to meet KCATA's MBE/WBE project goals. Each firm's signed MBE or WBE certificate will need to be included in their bid package to be considered for MBE or WBE goal participation. A list of certified firms from each agency is listed below:
 - KCATA Certified Vendors <https://kcata.diversitycompliance.com/>
 - City of Kansas City, MO Certified Vendors <https://kcmohrd.mwdbe.com/>
 - Missouri Office of Equal Opportunity Certified Vendors <https://apps1.mo.gov/MWBCertifiedFirms/>
 - Kansas Department of Commerce Certified Vendors <http://mwbd.com/kansascommerce.com/>
- F. ***The following information applies to federally funded projects (as DBE and SBE) and non-federally funded projects (as MBE and WBE).***
1. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:

- a. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program.
 - b. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
 - c. Subcontractor participation with a lower tier DBE subcontractor; and
 - d. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
 - e. NO CREDIT, however, will be given for the following:
 - 1) Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 - 2) Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - 3) 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
 - 4) Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.
2. Good Faith Efforts. Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.
- a. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 - 1) Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - 2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime

contractor might otherwise prefer to perform these work items with its own forces.

- 3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4) Negotiating in good faith with interested DBEs.
- b. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - c. A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - d. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - e. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
 - f. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - g. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - h. In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor

quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.

3. Requests for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation. Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
 - a. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - b. **Good Cause** - Good cause includes the following circumstances:
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - 6) The DBE subcontractor is not a responsible contractor; or
 - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal; or
 - 8) The listed DBE is ineligible to receive DBE credit for the type of work required; or
 - 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; or

- 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- c. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - d. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

- A. The intent of the RFP is to encourage submittals that clearly communicate the consultants' qualifications for the Project. Proposals should provide information in a concise, and well written, well organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.
- B. Proposer covenants that at the time of the submission of the proposal Proposer has no other contractual relationships which would create any actual or perceived conflict of interest. Proposer further agrees that during the term of this contract neither Proposer nor any of its employees shall acquire any other contractual relationships which create such a conflict.

4.2 Proposal Format

- A. Volumes shall be submitted in the following order:
 - 1. Volume I -- Price Proposal
 - 2. Volume II – Technical Proposal
 - 3. Volume III -- Contractual
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. No Price Proposal information shall be included within these two volumes.

4.3 Volume I – Price Proposal

- A. KCATA anticipates awarding a five (5) year fixed price contract in a not to exceed amount.
- B. Proposers are asked to submit a detailed summary (Attachment E). Proposers are asked to submit detailed fees by service category task and in summary format. Estimated allowable travel expenses must also be included. KCATA's Travel Policy is included.
- C. The prices included in the Price Proposal must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

4.4 Volume II - Technical Proposal

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc., will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).
- C. The following are **excluded** from the page count:
- Title Page
 - Table of Contents
 - Letter of Transmittal
 - Tabs or Indices
 - Additional Lists of References
 - Resume and background information (please do not include any more than two (2) pages per individual)
- D. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:
1. **Letter of Transmittal.** The letter should be addressed to Kristen Emmendorfer, KCATA Director of Procurement, 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 address of each subconsultant (if applicable).
 - b. Identification of parent or affiliated offices that will be available and/or necessary in service KCATA's needs.
 - c. Proposed working relationship among proposing firms (e.g., prime, subconsultant).
 - d. Acknowledgement of Receipt of Addenda (if any)
 - e. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified.
 2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
 3. **Table of Contents.** Clearly identify the materials submitted by section and page number.

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

5. **Subcontractor Utilization Plan.**

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 was established and number of years under present ownership/management
- Services to be performed on this project
- Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
- Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

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."

6. **Exception and Omissions.**

a. Exceptions.

- 1) The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- 2) Proposers should also review the sample terms and conditions (Attachment B) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. Any requested changes must be made legibly and conspicuously and include a rationale for any requested changes. The Proposer's submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.

b. Omissions. The Contractor will be responsible for providing all services which are

necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

4.5 Volume III – Contractual

- A. **Financial Condition of the Firm.** 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 two (2) years of the firm’s most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary. **Financial statements from subconsultants are not required.**
- 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. **Proposer Status and Affirmative Action.**
1. All firms (prime contractors, subconsultants, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
 2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
 3. Prime consultants must complete the online Vendor Registration Questionnaire. Subconsultants are encouraged to register to be included in notices of future solicitations.
 4. Current IRS Form W9.
 5. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
 6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA’s Contract Vendor Specialist Coordinator at (816) 346-0366 or via email at mgay@kcata.org.

D. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III: Contractual**. One original is required of each.

1. KCATA Affidavit of Civil Rights Compliance. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment E. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. KCATA Workforce Analysis/EEO-1 Report. Firms have the option of submitting KCATA's form (Attachment F-2) or a current EEO-1 Report that has been filed with another government agency.
3. Employee Eligibility Verification
 - a) In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - b) The Proposer shall also affirm (Attachment G) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
 - c) Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration and the Department of Homeland Security (DHS).
 - d) The Proposer shall obtain this affidavit from its subconsultants at all tiers.
 - e) This form is renewable annually.
4. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

4.6 Proposal Evaluation Criteria

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

- A. **Experience and Expertise of Proposed Key Personnel.** Proposers should assume that these items may be considered:
- Experience, education, skills qualifications and availability of the account executive and individual team members assigned to KCATA's account.
 - Proposer's understanding of the requirements and its capacity and ability to provide the broad spectrum of consulting services.
 - Proposers' knowledge of relevant markets for all requested insurance products and demonstrated access to and purchasing capability within such markets.
 - Value added services Proposer will provide that are not specifically required in this RFP.
- B. **Performance Record. This factor includes:**
- Performance providing similar services in size, scope and complexity of the required work.
 - Awareness and ability to timely and accurately communicate emerging trends, opportunities, regulatory updates, and liabilities to clients.
 - Demonstrated ability of account executive and account team to meet the requirement of current and past contracts and work assignments.
 - Quality of the services performed and the deliverables provided
- C. **Price Proposal.**
- D. **Proposal Merit. This factor includes:**
- Compliance with solicitation requirements.
 - Quality, clarity of content and thoroughness of proposal.

4.7 Presentations/Interviews/Written Responses

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

4.8 Consultant Selection

Based on the evaluation process described above, the Evaluation Committee will determine the best-qualified firm/team for this project and contract negotiations will begin immediately with the selected firm. If negotiations are successful, the Evaluation Committee will recommend the best-qualified firm/team to KCATA's Board of Commissioners for final authorization. If KCATA fails to reach an agreement with the top-ranked team, the KCATA will enter into negotiations with the subsequent firms/teams.

4.8 Contract Award

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of proposal. Your Proposal may be considered non-responsive if you fail to submit the required documents for Prime and all sub-consultants at the closing date/time. The electronic copy of these forms can be obtained by going to: http://www.kcata.org/about_kcata/entries/vendor_forms

Proposals are to be submitted to the following FTP site:

Name	Property & Casualty Insurance Broker
Number	G21-8008-38B
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/pcib/SitePages/Home.aspx
Bidder email	Bid_G21-8008-38B@kcata.org
Bidder Password	hwj2A-_2cy (hotel - whiskey - juliet - Two - ALPHA - Dash - Underscore - Two - charlie - yankee)

Volume I: Price Proposal:

- “Volume I –Price Proposal” (Attachment E).

Volume II: Technical Proposal:

- “Volume 2 – Technical Proposal” ***Including Attachment D - Proposer Questionnaire***

Volume III: Contractual (One set of originals):

- Attachment F Affidavit of Civil Rights Compliance (for Prime and all Subconsultants)
- Attachment G-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subconsultants)
- Attachment I Letter of Intent to Subcontract with DBE Firms (only for DBE Subconsultants)
- Attachment H-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment H-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS
PROPERTY AND CASUALTY INSURANCE BROKER CONSULTANT SERVICES

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of October, 2021, 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 Consultant as an independent contractor by KCATA in accordance with that certain proposal submitted by the Consultant dated _____, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Proposal").

2. SCOPE OF CONTRACT.

The Consultant shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated July 27, 2021 entitled "Property and Casualty Insurance Broker Consultant Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix ____ 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 five (5) year(s) beginning October1, 2021 and expiring September 30, 2026 with no extension options. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact 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 Price Proposal (Appendix D). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____).

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/Services, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. KCATA's Standard Terms and Conditions; and
- Appendix B. Scope of Services; and
- Appendix C. Price Proposal Submitted by Consultant.

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.

**CONSULTANT'S NAME
(CONTRACTOR)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
David Bower, Chairman of the Board

By _____
Melissa Bynum, Secretary of the Board

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTRACTOR'S PERSONNEL

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

10. CONTRACTOR'S RESPONSIBILITY

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

11. 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.

12. 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.

13. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not

limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemics; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.

- B. If at any time, Contractor concludes that any of the Work hereunder will become subject to a delay beyond Contractor's control, including but not limited to any of the aforementioned causes, Contractor shall notify KCATA of the nature and detailed reasons and foreseeable extent of such delay and shall, once every seven (7) calendar days thereafter, notify KCATA whenever, to the best of Contractor's knowledge and belief, the nature or foreseeable extent of such delay shall change. Contractor shall provide this written notice within five (5) business days of Contractor's becoming aware of the facts or matters giving rise to such Excusable Delay. Both Parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of work, Contractor and KCATA will formulate and agree upon an update project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

14. GENERAL PROVISIONS

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

- H. **When Effective.** Notwithstanding any provision contained in this Contract to the contrary, this Contract shall become effective only after the execution and delivery of this Contract by each of the parties hereto and no course of conduct, oral contract or written memoranda shall bind the parties hereto with respect to the subject matter hereof except this Contract.
- I. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Contract. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Contract that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.
- J. **Survival.** In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- K. **Authority of Signatories.** Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.
- L. **Notice of Legal Matters.** If this project is federally funded and is expected to equal or exceed \$25,000, KCATA agrees to notify the FTA Chief Counsel or FTA Regional VII legal counsel of a current or prospective legal matter that may affect the Federal government. Contractor agrees this affirmative notification provision will apply to subcontractors and suppliers and is to be included in all agreements at all tiers. Failure to include this notice may be deemed a material breach of contract.

15. 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.

16. 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.

17. 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.

18. 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 as 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.

19. 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. 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:**

State: Missouri and/or Kansas – Statutory

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. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **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 Claim
 \$1,000,000 Annual Aggregate

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

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

21. 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.

22. NOTIFICATION AND COMMUNICATION

A. Communications regarding technical issues and activities of the project shall be exchanged with Kelley Merrick, KCATA’s Risk & Safety Manager, at (816) 346-0232 or via e-mail at kmerrick@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: Karen Pointer, Buyer
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: _____

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

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

23. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of KCATA and shall be identified in an appropriate manner by a title containing KCATA's name and address.
- B. KCATA shall be entitled to copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor or in the possession of a subcontractor upon completion or termination of the work, and for which KCATA has reimbursed the contractor, shall be immediately delivered to KCATA. If any materials are lost, damaged or destroyed before final delivery to KCATA, the Contractor shall replace them at its own expense, and the Contractor assumes all risks of loss, damage or destruction of or to such material.
- D. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- E. Any KCATA materials to which the Contractor has access or materials prepared by the Contractor shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees, and agents of the Contractor as necessary to accomplish the work set forth in this agreement.
- F. Access to copies of any reports, information, data, etc., available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior written consent of KCATA.

24. 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.

25. PROHIBITED INTERESTS

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

26. PROHIBITED WEAPONS AND MATERIALS

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

27. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. All invoices shall be numbered, dated, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- D. **Subcontractor Payments.**
 - 1. **Prompt Payment.** The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any

applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the 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.

28. 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.

29. 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. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. DBE/SBE Subcontractor Employment. See Disadvantaged Business Enterprise Provisions.
- D. Subcontractor Payments. See Requests for Payment Provisions.

E. 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 affected and the basis for settlement.
3. The following provisions 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
Contractor’s Personnel
Contractor’s Responsibility
Disadvantaged Business Enterprise (DBE)
Employee Eligibility Verification
Force Majeure
Fraud and False or Fraudulent Statements or Related Acts
General Provisions
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
Prohibited Interests
Prohibited Weapons and Materials
Requests for Payment
Right to Offset
Seat Belt Use Policy
Severability
Subcontractors
Suspension of Work
Termination
Texting While Driving and Distracted Driving
Unavoidable Delays

F. 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.

G. 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.

H. 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. 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 affected 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.

34. 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.

35. UNAVOIDABLE DELAYS

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

Contractor’s Initials _____

KCATA’s Initials _____

KCATA’s Initials _____

ATTACHMENT C
KCATA'S TRAVEL POLICY FOR CONTRACTORS

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice but will be reimbursed no more than a maximum daily amount of \$160.00 plus tax unless the contractor obtains prior written authorization from KCATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$66 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at the current rate established by the Internal Revue Service.

**ATTACHMENT D
BROKER CONSULTANT PRE-QUALIFICATION QUESTIONNAIRE**

Instructions

Please fill out both Parts A and B of this Questionnaire as completely as possible. If requested, the information in Part B will be treated as confidential by KCATA to the extent allowed by law.

If your firm is a branch or a subsidiary of a larger/national agency, the information provided in reference to the questionnaire should reflect only the activities of and resources available at the office on behalf of which this proposal is being submitted, unless otherwise requested. If facilities or expertise from your parent or affiliated offices will be available and /or necessary in servicing our needs, please indicate this in your response cover letter.

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

Part A: To Be Completed by All Proposers

1. **General Information about Your Office:**

A. Name of Firm: _____

Address: _____

Telephone: _____

Name of contact person, phone number and title in connection with proposal: _____

B. Also please list subsidiary or associate companies of your firm, which you wish to utilize in servicing KCATA's account:

C. Date submitting office was established: _____

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

Head Office: _____

Date established: _____

Number of offices in the U.S.: _____

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

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

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

2. Staffing Pattern/Qualifications:

A. Provide information on account executive(s) and support staff you propose to assign to service this account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing the account. Include in each resume the number years of experience in each of the following exposure areas; Real and Personal Property (broker only), Auto/GL and Workers' Compensation. Also include in the resume all items listed below.

- Name
- Title
- Number of years in this capacity
- Educational background
- General professional experience
- Professional experience in servicing public transportation or public entities
- State Brokers Licenses, Property Casualty and/or Health & Life, which are individually held

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

3. Major Insurance Markets: Please indicate the principal insurance companies/markets that you represent and expect to use in servicing KCATA's needs. KCATA provides public transportation and Share-A-Fare services and seeks quotes

from companies/markets that specialize in the transportation industry and/or public sector. The Authority specifically requires that no contract or solicitation of insurance companies be made on its behalf and that no insurance market reservations be made by or for any respondent with respect to any insurance program to be provided to KCATA. Failure to comply with this request may disqualify your firm from this proposal process and any subsequent contract award. **Note: List markets and premiums placed through your local office only.**

	<u>MARKET/COMPANY</u>	<u>YOUR ESTIMATED ANNUAL PREMIUM VOLUME</u>	<u>A.M. BEST RATING</u>
A.	<u>Property / Inland Marine Insurance (To include B-M)</u>		
	(1) _____	\$ _____	_____
	(2) _____	\$ _____	_____
	(3) _____	\$ _____	_____
	(4) _____	\$ _____	_____
B.	<u>Excess Liability Insurance (Auto/GL/PO&EPLI)</u>		
	(1) _____	\$ _____	_____
	(2) _____	\$ _____	_____
	(3) _____	\$ _____	_____
	(4) _____	\$ _____	_____
C.	<u>Umbrella</u>		
	(1) _____	\$ _____	_____
	(2) _____	\$ _____	_____
	(3) _____	\$ _____	_____
	(4) _____	\$ _____	_____
D.	<u>Auto</u>		
	(1) _____	\$ _____	_____
	(2) _____	\$ _____	_____
	(3) _____	\$ _____	_____
	(4) _____	\$ _____	_____
E.	<u>Surety Bond/Letter of Credit</u>		
	(1) _____	\$ _____	_____
	(2) _____	\$ _____	_____
	(3) _____	\$ _____	_____
	(4) _____	\$ _____	_____

F. Excess Workers' Compensation

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

G. Comprehensive General Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

H. Crime – Fidelity Bonds

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

I. Law Enforcement Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

J. Public Officials/Employment Practices Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

K. Felonious Assault

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

L. Van Pool Insurance

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

M. Fiduciary Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

N. Network Security and Privacy Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

O. Pollution Liability

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

P. Underground Storage Tank Liability Fund

(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

- 6. Describe the measures your firm takes to proactively stay abreast of changes in the marketplace, merger/acquisitions, pricing trends, etc.
- 7. Explain how you would use different or alternative markets/programs to reduce costs and enhance our current Insurance and Risk Management programs.
- 8. Is your access to the excess or surplus lines market via:
 - A. Your own organization? _____
 - B. An outside organization? _____

C. Both? _____

D. If external, which ones?

E. Describe how they are compensated.

9. Do you provide adjustment assistance to your clients who sustain a commercially insured loss?

_____ Yes _____ No If yes, describe cost sheet.

If yes, is the assistance provided by on-staff personnel at your office location?

_____ Yes _____ No

If so, please include resume of current claim adjuster (s).

Can you assist in self-insured claims administration?

10. Risk Management Services – Exposure Identification Services

List the various risk management services available internally through your firm, i.e., exposure identification, property valuation, loss prevention and control services, etc.

A. _____

B. _____

C. _____

D. _____

E. _____

How would you keep us informed of current developments in alternative markets and programs? Specifically describe your self-insurance experience.

Give an example of a creative or innovative approach in program design you developed to meet the objectives of a public entities needs.

How are you compensated for the above services?

11. Information Technology Services

- a. Describe your commitment to keeping pace with technological advances.
- b. How will your information technology capabilities directly benefit KCATA?
- c. Describe how your company communicates and shares information electronically.

12. If you were requested to undertake a comprehensive review and evaluation of KCATA's current insurance program and future needs, how would you go about conducting such a review and evaluation?

PROPOSER QUESTIONNAIRE

Part B: To Be Completed by Proposers

Information provided in this part of the Questionnaire will be treated as confidential to the extent allowed by law.

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

	<u>That of Your Office</u>	<u>If a subsidiary, branch, or franchise, that of your Parent Organization</u>
A. Premiums	_____	_____
B. Commissions	_____	_____
C. Fees	_____	_____
D. Other Income	_____	_____

Please supplement the above by attaching a current financial statement of your local office for the past two (2) years.

2. References – Please provide at least three (3) references. Provide name, approximate annual premium for the last policy, and services rendered by your offices. Please indicate if these accounts are for a transit agency or public entity. If utilizing subconsultants, they must also provide references.

A. _____

Name/Title of Contact _____ Phone: _____

B. _____

Name/Title of Contact _____ Phone: _____

C. _____

Name/Title of Contact _____ Phone: _____

D. _____

Name/Title of Contact _____ Phone: _____

E. _____

Name/Title of Contact _____ Phone: _____

F. _____

Name/Title of Contract _____ Phone: _____

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

**ATTACHMENT E
PROPOSER'S PRICE PROPOSAL**

Prices proposed for this contract shall be inclusive of all labor, overhead and profit.

COMPENSATION STRUCTURE – PROPERTY & CASUALTY INSURANCE BROKER CONSULTANT						
Description of Services	Year One	Year Two	Year Three	Year Four	Year Five	TOTAL
Risk Control	\$	\$	\$	\$	\$	\$
Risk Identification	\$	\$	\$	\$	\$	\$
Risk Transfer	\$	\$	\$	\$	\$	\$
Risk Financing	\$	\$	\$	\$	\$	\$
Insurance Renewal Process	\$	\$	\$	\$	\$	\$
Marketing Process	\$	\$	\$	\$	\$	\$
Claims Loss Administration	\$	\$	\$	\$	\$	\$
Stewardship Report	\$	\$	\$	\$	\$	\$
Self- Insurance Administration	\$	\$	\$	\$	\$	\$
Program Administration	\$	\$	\$	\$	\$	\$
Performance Measurement Process	\$	\$	\$	\$	\$	\$
Certificate Tracking Software	\$	\$	\$	\$	\$	\$
Certificate Tracking Process	\$	\$	\$	\$	\$	\$
Loss Control	\$	\$	\$	\$	\$	\$
Other Management Software (Broker Consultant Technology)	\$	\$	\$	\$	\$	\$
TOTAL BROKER FEES	\$	\$	\$	\$	\$	\$

Proposers may use additional pages to answer these questions as required. Please label each page clearly. Each additional page must identify proposing firm and contain signature.

Describe your preferred method of compensation (fee based or commission based) and why?

ATTACHMENT E (CONTINUED)
PRICE PROPOSAL – PAGE TWO

What is your role in the insurance transaction and who do you represent?

What will you be compensated and how will your compensation be calculated?

What would have been the expected compensation for any alternative quotes presented to you?

The undersigned, acting as an authorized agent or officer for the Proposer, 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 Proposal and any subsequent Addenda. The proposer shall immediately notify the KCATA in the event of any change.
2. The pricing submitted shall remain fixed for the duration of this procurement.

Company Name (Type/Print) _____ Date _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

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

ATTACHMENT F
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 construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

 - 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2021.

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

ATTACHMENT G-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 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. This form is also required for subcontractors and major suppliers on a project.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A-N
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												
	Male	Female	Male						Female						
		White	Black or African American	Native Hawaiian or Other Pacific Island-er	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Island-er	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 H-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 _____, 2021

Notary Public

My Commission expires: _____

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

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 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 _____, 2021

Notary Public

My Commission expires: _____

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

ATTACHMENT I
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each DBE/MBE/WBE Subconsultant)

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.)

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 J
CONTRACTOR LIST**

**PROPOSAL #G21-8008-38B
FOR PROPERTY/CASUALTY INSURANCE BROKER CONSULTANT SERVICES**

Haas & Wilkerson
Lori Lindquist
P O Box 2946
Shawnee Mission, KS 66201-1346
(913) 676-9271
Lori.lindquist@hwins.com

Cobbs Allen
Bob Johnson
7501 College Boulevard, Ste. 120
Overland Park, KS 66210
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bjohnson@cobbsallen.com

Hays Companies
Sandra Sampson
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(816) 460-7212
ssampson@hayscompanies.com

Marsh, Inc.
Peggy L. Bittiker
P O Box 419105
Kansas City, MO 64141
(816) 556-4228
Peggy.l.bittiker@marsh.com

H. W. Sewing & Company, Inc.
Thelma J. Cunningham
1314 N. 5th Street, Suite 201
Kansas City, KS 66101
(913) 371-7400
huthel@swbell.net

Lockton Companies
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ajansen@ockton.com

Thomas McGee Company
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ereasoner@thomasmcgee.com

Schifman & Remley
Steve Lange
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(913) 831-1777
Steven_l@srains.com

Edgerson Insurance Company
Ray Edgerson
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edgersonins@sbcglobal.net

Arthur J. Gallagher Risk Management Services, Inc.
Neil Davidson
Ryan Pfeiffer
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Neil_Davidson@ajg.com

Gliem & Associates
Micah Nance
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(913) 681-0099
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IMA of Kansas, Inc.
Patrick Lanning
9393 W. 110th Street, Suite 600
Overland Park, KS 66210
(913) 982-3650
Patrick.lanning@IMACorp.com

Wells Fargo Insurance Services
Steve Chubb
9393 W. 110th Street, Ste. 350
Overland Park, Ks 66210-2186
(913) 451-0500
(913) 451-3792 (Fax)
Steve.chubb@wellsfargo.com

Charlesworth & Associates, LLC
James Charlesworth
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Overland Park, KS 66283
(913) 851-4730
james@charlesworth.net

Brian Carpenter
Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
(913) 432-4400
(913) 676-9207 Direct
(913) 913-749-4707 Fax

Powers Insurance & Risk Management
Casey Parisoff
6825 Clayton Ave, Suite 200
St. Louis, MO 63139
(800) 948-5100
cparisoff@powerinsurance.com

RLI Corp Property in Transit Insurance
Scott Gennusa
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Overland Park, KS 66213
(816) 246-9990
scott.Gennusa@rlicorp.com