



Request For Proposals (RFP) #G22-7002-38A

KCATA Employee Benefits Consultant And Brokerage Services

Date: February 1, 2022

Contact: Denise Adams
Manager of Procurement

Telephone: 816-346-0224

Fax: 816-346-0336

Email: dadams@kcata.org

February 1, 2022

Request for Proposals (RFP) #G22-
KCATA Employee Benefits Consultant and Brokerage Services

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is soliciting written proposals from licensed and qualified firms interested in providing consulting and brokerage services regarding KCATA's employee benefits program.

Pre-Proposal Questions. Questions (technical, contractual, or administrative) or requests for clarification must be directed in writing via email to Denise Adams at dadams@kcata.org. Questions and requests for clarifications will be received until **2:00 p.m. on February 11, 2022**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposal Submissions.

1. Proposals must be received with all required submittals (See Section 4) as stated in the RFQ **no later than 2:00 p.m. CT March 9, 2022**.
2. Proposals may be submitted as follows:

Electronically through a secure FTP site as follows:

Site URL	https://kcata.sharepoint.com/sites/FTP/pro/ebbs/SitePages/Home.aspx
Bidder email	Bid_G22-7002-38A@kcata.org (Bid_G22-7002-38A@kcata.org)
Bidder Password	7#YTV=Nv_9 (Seven - Hash - YANKEE - TANGO - VICTOR - Equals - NOVEMBER - victor - Underscore - Nine)

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 complete password is comprised of the highlighted portion above.

3. 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.
4. 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.
5. 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 RFQ if it is the best interest of the KCATA.

Proposal Evaluation/Award.

1. 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.
2. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. KCATA anticipates awarding a one (1) year contract term with four (4), one-year extension options to the selected and approved Consultant if negotiations are successful.

Disadvantaged Business Enterprise (DBE) Participation.

1. This project is not funded by Federal Transportation Administration (FTA) grants and no DBE participation goal has been established for this project. However, certified DBE, SBE, MBE and WBE firms are encouraged to submit proposals as Prime Contractors, Subcontractors or as a joint venture.
2. Information regarding the DBE requirements for this project are listed in Section 3.10. For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or wmorgan@kcata.org.

Restricted Communications.

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

TABLE OF CONTENTS

Page

SECTION 1. PROPOSAL CALENDAR	6
SECTION 2. SCOPE OF SERVICES	7
2.1 Background	7
2.2 Term and Renewal Options.....	8
2.3 Scope of Services.....	8
2.4 Required Annual Services (Fixed Fee Contract)	9
2.5 Sample On-Call Services (IDIQ Work Orders).....	12
2.6 Broker Qualifications.....	13
2.7 Broker Compensation	13
SECTION 3. PROPOSAL INSTRUCTIONS	15
3.1 General Information.....	15
3.2 Reservations	15
3.3 Proposer's Responsibilities	16
3.4 Authorization to Propose	16
3.5 Withdrawal and Incomplete Proposals	16
3.6 Modification of Proposals	16
3.7 Unbalanced Proposal	16
3.8 Protests.....	16
3.9 Disclosure of Proprietary Information	18
3.10 Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements	18
SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD	20
4.1 Proposal Format	20
4.2 Volume I – Cost Proposal	20
4.3 Volume II – Technical Proposal	21
4.4 Volume III - Contractual	23
4.5 Proposal Evaluation Criteria.....	26
4.6 Presentations/Interviews/Written Responses	27
4.7 Consultant Selection	27
4.8 Contract Award	27
ATTACHMENTS	
Attachment A Proposal Submittal Checklist.....	28
Attachment B Sample Agreement/Terms and Conditions and Travel Policy for Contractors	29
Attachment C Cost Proposal.....	48
Attachment D Proposer's Questionnaire	50
Attachment E Affidavit of Civil Rights Compliance	55
Attachment F-1 Guidelines for Workforce Analysis/EEO-1 Report	57
Attachment F-2 KCATA Workforce Analysis/EEO-1 Report	58
Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification	59
Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification	60
Attachment H-1 Certification of Primary Participants Regarding Restrictions on Debarment	61
Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Debarment.....	62
Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying	63
Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying	64

NO PROPOSAL REPLY FORM

RFP #G22-7002-38A

**KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA)
EMPLOYEE BENEFITS CONSULTANT AND BROKERAGE 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 Denise Adams, KCATA's Procurement Department, 1350 East 17th Street, Kansas City, MO 64108. This form may also be submitted via email at dadams@kcata.org or by facsimile at 816-346-0336.

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

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

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

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

____ 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.....	February 1, 2022
Questions, Comments and Requests for Clarifications Due to KCATA	February 11, 2022 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification.....	February 18, 2022
RFP Closing.....	March 9, 2022 2:00 p.m.
Interviews (<u>Tentative</u> and as Required).....	March 24-25, 2022
Contract Award/Notice to Proceed	April 2022

SECTION 2 SCOPE OF SERVICES

2.1. Background.

- A. The Kansas City Area Transportation Authority (KCATA) is soliciting proposals from qualified firms to provide consulting/brokerage services for KCATA's Employee Benefits Program in accordance with the specifications and provisions stated herein.
- B. The KCATA provides public transportation for the metropolitan Kansas City area and is a bi-state agency created by a compact between the states of Missouri and Kansas. As a political sub-division, the Authority is exempt from sales taxes.
- C. Although the KCATA owns multiple facilities and properties, most all employees are based at the central complex at 17th Street and Forest in Kansas City, Missouri and several employees are located in Johnson County, Kansas.
- D. Benefits are provided to salaried employees based on the Salaried Personnel Policy and can be changed from time-to-time.
- E. Benefits required to be provided to union employees are negotiated between the KCATA and the Amalgamated Transit Union, Local 1287. Premium splits between the Authority and employees are governed by the labor contract. Currently, the Authority is paying approximately 80% of health care premiums for full-time union employees.
- F. In addition to KCATA provided benefits, some voluntary products are available for employees to purchase with premiums withheld out of bi-weekly paychecks.
- G. KCATA retirees under the age sixty-five are entitled to health insurance coverage under the same terms as active employees. The Authority currently pays 90% of the premium for the pensioner's own coverage.
- H. Employees are allowed to opt out of KCATA provided health coverage, and if they can provide proof of outside coverage, they receive a cash reimbursement (Medical Reimbursement Option) of the amount the Authority pays for the employee only coverage.
- I. The Authority's 2021 budget includes the following number of employees by classification:

	Salaried	Union	Total
Full-time Employees	114	509	623
Part-time Employees	3	62	65
Sub-total	117	571	688
Contract Employees	5	0	5
Total Employees	122	571	693

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

Full-time employees	564
Part-time employees	1
Retirees under 65	33
Retirees over 65	0
COBRA	1
Total 2021 Enrollment	599

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

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

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

L. KCATA is anticipating recruiting and hiring an estimated 100, new, full-time Union positions during 2022-2023; some of which will be offset by regular attrition.

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

2.3. Scope of Services.

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

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

Benefit	Current Provider	Service Inception	Estimated 2021 Amount	Average Lives
Health and COBRA	BCBS	2006	\$13,088,504	567
Dental	Delta Dental	1998	\$361,194	703
Vision	VSP		\$73,369	561
Section 125 Flexible Spending Accounts (available for employee participation with minimum enrollment requirement)	TriStar	2018	\$8,030	223

Benefit	Current Provider	Service Inception	Estimated 2021 Amount	Average Lives
Life Insurance (basic coverage provided by ATA)	Guardian	2018	\$50,409	1,021
Supplemental Life Insurance (available for employee buy up)			\$ 214,088	687
Accidental Death & Dismemberment			\$5,894	636
Short-term Disability (indemnity provided by ATA)			\$181,614	636
Short-term Disability (available for employee buy up)			\$76,647	207
Long- term Disability (optional)			\$ 130,034	174
FML Services			\$ 12,147	636
Employee Assistance Program	Humana	2020	\$24,864	800
Supplemental Benefits	None at this time			

C. The KCATA will enter into an umbrella contract that will include the following two components:

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

2.4. Required Annual Services (Fixed Fee Contract).

- A. Brokerage services must be comprehensive and provide strong support to KCATA's mission in developing mass transit in a cost effective manner. The following services are required as part of the annual fixed arrangement.
- B. Become knowledgeable about KCATA by reviewing materials including, but not limited to, plan documents, collective bargaining agreements, funding methodologies, policies and practices, claims and utilization analysis, demographic information, and historical and current premium information.

- C. Identify obstacles and opportunities in KCATA's benefit design.
- D. Assist KCATA in establishing objectives, strategies and benchmarks for employee benefits, and continually develop and refine benefit strategies to meet employees' needs and KCATA objectives in a cost effective manner.
- E. Each year, the strategy should include the consideration of alternative health care plans aimed at improving employee's preventative care and overall health, and reducing cost of providing health care coverage. Such strategies should consider, but not be limited to, self-insurance, consumer driven plans, HAS's, on-site health clinic, separating services for individual quotes (i.e., prescriptions), and other innovative trends in plan design.
- F. Evaluate KCATA's benefits plans to determine if they are competitive with other changes in plan design.
- G. Assist KCATA in labor negotiations by projecting cost impacts with varying changes in plan design.
- H. Evaluate KCATA's supplemental benefits options and present options to best support KCATA employees.
- I. Provide an on-site resource as needed to support benefits services.
- J. Advise KCATA of new developments, regulations, products, and trends within and affecting the employee benefits area.
- K. Insurance Coverage
 - 1. Prepare specifications and Requests for Proposals (RFP's) for all lines of benefit coverage within the Broker's responsibility with direction and review from KCATA staff. Includes projecting rates and gathering data in preparation renewal negotiations, obtaining competitive quotes and proposals, reviewing, analyzing, and presenting proposals to KCATA, and negotiating with potential carriers on rates and plan design.
 - 2. Act as liaison between KCATA, insurance companies and managed care organizations, for the benefit of KCATA.
 - a. Obtain quarterly utilization information from carriers, and if not already provided by carriers, prepare a quarterly analysis, or as often as requested, of claims and utilization information, identifying KCATA trends, comparing to benchmarks, carrier averages, etc. Comparative information should be provided for the same quarter a year earlier, year-to-date for previous three years, and full year information for previous three years. Health care information should be provided with usage in frequency and dollar value for total plan, by gender, by active employees versus retirees, by age group, by employee member and dependent member, by type of medical service, etc. The five top medical conditions in frequency and also in dollar value should be identified. Other information and breakdowns that the broker and carrier deems important should be included. Identify plan design features leading to unexpected or expensive results; and

- b. Arrange insurers or TPA to be included in a minimum of quarterly meeting with KCATA to review the reports.
 3. Facilitate quarterly meetings and communications between KCATA's staff, insurance committee, and health insurance carrier.
 4. Verify policy terms, conditions, language, form, compliance with regulatory requirements and consistency with expiring policy as needed, including determining gaps and overlaps in coverage.
 5. Provide quarterly disclosure of all standard and contingent commissions, bonuses, and other incentives received by the broker from KCATA's insurance carriers and service providers.
 6. Send client publications to members of KCATA's staff insurance committee.
 7. Recommend integrated programs, action plans, educational information and wellness programs to address concerns in trends and high usage areas.
 8. Recommend or develop employee communications and education on specific areas of health concerns and high utilization.
 9. Provide advice and support as directed by KCATA.
 10. Identify ineffective benefit structure and plan design and suggest designs that would provide greater benefits to employees with little to no cost increase.
 11. Act as consumer advocate with the carriers as specific claim or administrative issues arise.
 12. Provide fully executed contracts and agreements to KCATA Human Resources Department within thirty days of receipt.
 13. Maintain files and records pertinent to KCATA benefit offerings, vendor's obligations and agreements, and loss ratio data.
- L. Open Enrollment (on an Annual Basis).
1. Assist in the planning, execution of annual open enrollments, including employee informational meetings
 2. Prepare and mail accurate, clear, and complete open enrollment employee benefit brochures.
 3. Participate in the continued improvement of KCATA open enrollment activities by assisting in the development and acquisition of tools, add-ons, systems, and processes that are compatible with our carrier-partners and the ADP platform currently used by the KCATA.

M. Annual Employee Wellness Program (Ongoing).

1. Utilize data of high frequency and dollar value trends to assist KCATA in developing an annual program and long-term strategy/program to improve employees' health and knowledge of preventive measures and disease management overall, but particularly in areas of high utilization and concern.
 2. Provide, manage, and maximize benefit via a dedicated, onsite Wellness Coordinator administered through the Wellness benefits.
 3. Assist in planning, staffing and execution of annual health fairs to maximize employee participation and to address areas of health concern.
 4. Recommend and solicit resources for use in the KCATA wellness program and activities, including health fairs, regular employee health screenings, and others.
 5. Assist in development of education material and make the broker's existing educational material available to KCATA employees.
 6. Support KCATA's four pillars of Health & Wellness: Nutrition, Movement, Mental Health and Financial Health.
- N. Review services provided by the third-party administrator of the flexible spending accounts and analyze costs for KCATA and employees. Obtain quotes for service and negotiate contracts that are cost effective for employees and KCATA.
- O. Alert KCATA to changes in regulatory and compliance issues. Prepare reports and governmental filings or review those prepared by others.
- P. Provide KCATA with other broker information and communication such as newsletters, brochures, web information, etc. that will keep KCATA abreast of trends, marketplace developments, and regulatory alerts.
- Q. Support COBRA administration services as needed.

2.5. Sample On-Call Services (IDIQ Work Orders). Work orders could include services such as:

- A. Audit KCATA's health insurance program to determine its compliance with healthcare reform and prepare a report identifying areas where KCATA is in compliance, not in compliance, or partially in compliance. For areas not yet in full compliance, the report should give a full explanation of the deficiency with an action plan for KCATA to become compliant.
- B. Evaluate KCATA's employee recruiting and selection process to determine if changes could result in a healthier workforce while remaining in compliance with employment laws.
- C. Audit KCATA's internal administration of benefits to determine its strengths and deficiencies to assure accuracy, timeliness, and efficiency.

- D. Develop and distribute employee total compensation statements.
- E. Other analysis, evaluations, re-structuring, actuarial, benchmarking consulting service in all areas of employee benefits.
- F. Evaluate fees to employees associated with KCATA's 457 deferred compensation program, and if appropriate, negotiate a reduced fee structure with the current two providers. Determine if a third provider in the 457 program would be beneficial to employees, and if so, solicit interested providers, evaluate, make a recommendation to KCATA, and negotiate a contract.

2.6 Broker Qualifications.

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

2.7 Broker Compensation.

- A. The contract with the broker/consultant will be structured with two parts:
 - 1. Required broker and consulting services will be paid on either
 - 2. A commission basis,
 - 3. On an annual fixed fee basis with fee paid quarterly directly by the KCATA with no commissions or incentives directly related to KCATA's business paid to the broker from insurance carriers, or
 - 4. A combination of the two.

5. On-call broker and consulting services that will be optional for the KCATA under what is labeled a Task Order or Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement whereby the broker will have expertise and services available when and if the KCATA determines a particular service is desirable. The contract with the broker will include a not-to-exceed amount for the total of such IDIQ services and hourly or standard rates for the broker, but no guarantee that on-call services will be used. When the KCATA desires an on-call service, a scope of service and fee will be negotiated, and upon reaching an agreement, a work order will be issued by the KCATA to the broker with the scope of work and fee.
- B. Sources of compensation, including but not limited to standard and contingent commissions received by the Broker/Consultant in connection with KCATA's account must be disclosed.

SECTION 3.
PROPOSAL INSTRUCTIONS

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 March 9, 2022.**

Site URL <https://kcata.sharepoint.com/sites/FTP/pro/ebbs/SitePages/Home.aspx>

Bidder email Bid_G22-7002-38A@kcata.org (Bid_G22-7002-38A@kcata.org)

Bidder Password **7#YTV=Nv_9** (Seven - Hash - YANKEE - TANGO - VICTOR - Equals - NOVEMBER - victor - Underscore - Nine)

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 complete password is comprised of the highlighted portion above.*

- C. Proposals received after the time specified may not be considered for award.
- 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 Denise Adams at dadams@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. Protests may be accepted electronically (email or facsimile) as long as the transmission is dated.

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. Protests shall include, at a minimum:
- The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
 - Identity of the contact person for the protester, including name, title, address, telephone, fax, and an email address. If the contact point is a third-party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party;
 - Identification of the procurement and whether it is identified as Pre-Submittal, Post-Submittal/Pre-Award or Post-Award for the purpose of protest;
 - A description of the nature of the protest, referencing the portion(s) of the solicitation or contract (if awarded) involved;
 - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
 - A complete discussion of the basis for the protest, including all supporting facts, documents, or data;
 - A statement of the specific relief requested; and
 - A notarized affirmation by the protester (if an individual) or by an owner or officer of the protester (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.
- C. 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.
- D. 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.

- E. 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.
- F. Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) where federal funding is involved. FTA will not substitute its judgment for that of the KCATA unless the matter is primarily a Federal concern.
- G. 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) and Small Business Enterprise (SBE) Requirements

- 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 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. Because this project is not federally funded, there is no DBE goal established. However, certified DBE, MBE, WBE and SBE firms are encouraged to submit proposals as prime or subcontractors.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Format

- A. The intent of the RFP is to encourage submittals that clearly communicate the firms' 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. Volumes shall be submitted in the following order:
- **Volume I: Price Proposal**
 - **Volume II - Technical Proposal**
 - **Volume III – Contractual**
- C. 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.
- D. **No Cost/Price Proposal information shall be included in Volumes I and II.**

4.2 Volume I – Cost/Price Proposal

- A. Proposers are asked to submit a Price Proposal (Attachment C) that details all costs associated with the completion of the services as described in Section 2, "Scope of Services," including potential on-call services.
1. Flat Fee Proposal: Broker/Consultant's only permitted source of income, revenue or compensation earned or received in connection with KCATA's account is the annual total fixed flat fee paid by KCATA.
 2. Commission Based Proposal: Broker/Consultant's percentage of premium commissions paid by the insurers or service providers.
- B. KCATA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.
- C. KCATA will evaluate price proposals for reasonableness, completeness, and realism as appropriate.
- D. Travel expenses, if any, must be approved in advance by KCATA and will be based on KCATA's Travel Policy for Contractors (Attachment C). Contractors will be required to submit supporting documentation (i.e., receipts) with reimbursement requests.

- E. The costs/prices included in the cost/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.

4.3 Volume II - Technical Proposal

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination 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.
- B. 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 3 pages per individual)
- D. 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. Name of lead firm and all proposed team members, including all sub-consultants
 - b. List of key personnel that will be associated with this project
 - c. Proposed working relationship among firms identified (i.e., Prime, Sub-consultant)

- d. Acknowledgement of Receipt of Addenda (if any)
 - e. A statement that the Principal in Charge and the key Individuals identified in the Proposal will be available and committed to the Project for its duration and that none of the neither the project manager of key personnel be removed or replaced without the prior approval of KCATA.
 - f. Briefly state the firm's understanding of the services to be performed and make a positive commitment to provide services and specified
3. **Proposer Questionnaire.** Proposers shall complete the Proposer Questionnaire (Attachment D). If your firm is a branch or subsidiary of a larger/national agency, the information provided should reflect only the activities of and resources available for the office on behalf of which this proposal is being submitted. Information for any subcontractors to be utilized is to be included. This form is available in Word format on the project's FTP site.
 4. **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. The sample agreement will be available on the FTP site in word format so that a redlined document may be submitted.
 - (3) Any other terms & conditions (i.e., software licenses) proposed for considered must be included in the proposal.
 - (4) 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.
 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. **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.

4.4 **Volume III – Contractual**

A. **Proposer Status and Affirmative Action**

1. All firms (prime contractors, subcontractors, 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. Sub-consultants are encouraged to register to be included in notices of future solicitations.
4. Optional Documents. Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.

5. 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.
- B. **Forms Due with Proposal Submission:** The following forms are required and must be provided as part of **Volume III**. One original is required of each.
1. **Financial Condition of the Firm.**
 - a. 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 subcontractors are not required.**
 - b. Due to the confidential nature of these documents, Proposers may submit these in a separate, properly named document (.pdf format). These documents are not shared with the evaluation team.
 2. **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.
 3. **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.
 4. **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 subcontractors at all tiers.
- e. This form is renewable annually.

5. **Debarment**

- a. The Proposer must certify (Attachment H) that is not included in the “U. S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.”
- b. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- c. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

6. **Lobbying**

- a. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract (see Attachment I).
- b. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
- c. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is

\$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

7. **Receipt of Addenda.** If an Addendum is issued as part of this RFQ, please provide the "Receipt of Addenda" form that was issued with Addendum #1.

4.5 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. **Proposer's Experience and Expertise.**

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

B. **Performance Record.**

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

C. **Project Approach and Project Organization.**

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

D. **Proposal Merit.**

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

E. **Cost/Price.**

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

4.6 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.

4.7 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 Word version of these forms is located in the project FTP site, or can be obtained on KCATA's website by going to: http://www.kcata.org/about_kcata/entries/vendor_forms

Volume I: Price Proposal:

- Attachment C, signed by an authorized representative of the Prime Proposer's firm

Volume II: Technical Proposal:

- Includes Proposer Questionnaire (Attachment D)

Volume III: Contractual (One set of originals):

- Attachment E Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
- Attachment F-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
- Attachment G-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
- Attachment G-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subs)
- Attachment H-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
- Attachment H-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
- Attachment I-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment I-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, 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

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2022, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ ("**Contractor**"), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

- A. The Contractor shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated February 1, 2022, entitled "KCATA Employee Benefits Brokerage and Consultant Services" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix C. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix E attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.
- B. On-Call Services; Work Orders. The Consultant shall also provide on-call services consistent with the Request for Proposals. At any time during the Term, KCATA may negotiate with the Consultant a Work Order (WO) describing the nature of one or more specific tasks, the cost framework to be used by the Consultant and any other information relating to the WO or other work. KCATA and Consultant agree that the form of the WO may change during the term of this Agreement. Consultant acknowledges that KCATA may in its sole discretion amend, delete, or add provisions to a WO based on negotiations, including without limitation, the terms and conditions, proposal formats, and terms of compensation which must be mutually agreed to in writing. Based on the offer received, KCATA may negotiate with Consultant regarding the specific tasks and price. Upon acceptance of the offer by KCATA, there shall exist a binding obligation between Consultant and KCATA pursuant to the terms of this Agreement and the WO regarding the Services.

3. TERM.

The term of this contract agreement shall be for a period of one (1) year beginning April 1, 2022, and expiring on March 31, 2023, with four (4) one-year 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 contract agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

- A. Required Brokerage and Consulting Services. The KCATA shall pay the Contractor in current funds for the performance of the services (Appendix D 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 E). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$_____). Annual funding for subsequent years of the contract and extension options, if exercised, will be based on KCATA's anticipated needs and in accordance with the rates established herein.

- B. **On-Call Services; Work Orders.** Contractor's hourly rates are based on the rates established in Contractor's Price Proposal (Appendix E).

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 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. Contract Terms and Conditions; and
- Appendix B. KCATA's Travel Policy for Contractors; and
- Appendix C. Scope of Services from Request for Proposals; and
- Appendix D. Proposer's Technical Proposal; and
- Appendix E. Proposer's Price Proposal.

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

**CONTRACTOR'S NAME
(CONTRACTOR)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Melissa Bynum
Chairman, KCATA's Board of Commissioners

By _____
Samantha Overman
Assistant Secretary of the Board

**KCATA'S STANDARD CONTRACT TERMS AND CONDITIONS
(APPENDIX A TO CONTRACT)**

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 seq.*, 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. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTINUITY OF SERVICES

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

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; pandemic; 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:**
 - a. State: Missouri and/or Kansas – Statutory
 - b. Employer's Liability: Bodily Injury by Accident -- \$500,000 Each Accident
Bodily Injury by Disease -- \$500,000 Each Employee
Bodily Injury by Disease -- \$500,000 Policy Limit

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

Bodily Injury and Property Damage to include Products and Completed Operations:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$1,000,000 Personal and Advertising Injury

\$50,000 Fire Damage
\$5,000 Medical Expenses
2 Years (Completed Operations)

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. 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

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

5. **Umbrella or Excess Liability**

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

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

20. **LIABILITY AND INDEMNIFICATION**

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.
- C. **Indemnification.**
 - 1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and

attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
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 Dennis Crego, KCATA Director of Human Resources, at (816) 346-0213 or via email at dcrego@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: Denise Adams, Manager of Procurement
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. RECORD RETENTION AND ACCESS

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

28. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. A copy may also be submitted to the Procurement representative. 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 internal Accounts Payable reference 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.

29. 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.

30. 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.

31. 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.

32. 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 effected and the basis for settlement.
 3. The following provisions if included in this Contract:

Acceptance of Services/Deliverables – No Release
 ADA Access Requirements
 Agreement in Entirety
 Assignment
 Bankruptcy
 Breach of Contract; Remedies
 Changes
 Civil Rights
 Conflicts of Interest
 Contractor's Personnel
 Contractor's Responsibility
 Dispute Resolution
 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
 Privacy Act Requirements
 Prohibited Interests
 Prohibited Weapons and Materials
 Record Retention and Access
 Requests for Payment
 Right to Offset
 Seat Belt Use Policy
 Severability
 Subcontractors
 Suspension of Work
 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 effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth cost of the Contract.
 2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies legal and non-legal against Contractor and its sureties for said breach or default.
- E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. **Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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 _____

KCATA'S TRAVEL POLICY FOR CONTRACTORS (APPENDIX B TO CONTRACT)

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 Revenue Service.

**ATTACHMENT C
PRICE PROPOSAL**

RFP #G22-7002-38A – KCATA EMPLOYEE BENEFITS CONSULTANT AND BROKERAGE SERVICES

This Price Proposal shall reflect all costs associated with providing the services as described in the Scope of Work. If additional pricing is required, please include additional sheets of paper clearly marked with Proposer's name and date submitted. The rates provided in this Price Proposal will remain in effect during the term of the contract.

PART A. REQUIRED SERVICES COST PROPOSAL FLAT RATE FEE			
TERM	QUARTERLY SERVICE FEE	ANNUAL SERVICE FEE	TOTAL FLAT FEE
<u>Base Year</u> April 1, 2022 – March 31, 2023	\$	\$	\$
<u>Option Year 1</u> April 1, 2023 – March 31, 2024	\$	\$	\$
<u>Option Year 2</u> April 1, 2024 – March 31, 2025	\$	\$	\$
<u>Option Year 3</u> April 1, 2025 – March 31, 2026	\$	\$	\$
<u>Option Year 4</u> April 1, 2026 – March 31, 2027	\$	\$	\$
TOTAL FLAT FEE			\$
PART B. REQUIRED SERVICES COST PROPOSAL PERCENTAGE OF PREMIUM (COMMISSION RATE)			
	ADDED TO PREMIUM	NOT ADDED TO PREMIUM	TOTAL COMMISSIONS PERCENTAGE
<u>Base Year</u> April 1, 2022 – March 31, 2023	%	%	%
<u>Option Year 1</u> April 1, 2023 – March 31, 2024	%	%	%
<u>Option Year 2</u> April 1, 2024 – March 31, 2025	%	%	%
<u>Option Year 3</u> April 1, 2025 – March 31, 2026	%	%	%
<u>Option Year 4</u> April 1, 2026 – March 31, 2027	%	%	%

ATTACHMENT C – PAGE TWO
PRICE PROPOSAL

PRICING TABLE 2: ON-CALL COST PROPOSAL LABOR HOUR

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

POSITION TITLE / DESCRIPTION	HOURLY RATE BASE YEAR	HOURLY RATE OPT YR #1	HOURLY RATE OPT YR #2	HOURLY RATE OPT YR #3	HOURLY RATE OPT YR #4
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The offeror shall immediately notify the KCATA in the event of any change.
2. We hereby agree to provide the services on which prices are listed above and in accordance with the terms and conditions listed in the KCATA RFP.

Company Name (Type/Print) _____ Date _____

Authorized Signature _____ Title _____ Email Address _____

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

ATTACHMENT D

RFP #G22-7002-38A: KCATA EMPLOYEE BENEFITS BROKERAGE/CONSULTANT SERVICES
PROPOSER QUESTIONNAIRE

Instructions

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

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

Supplementary material on any of the questions below may be attached to this questionnaire. **Note: this form may be either filled out or reproduced, however, please reproduce in the same order as it exists.** This form will be available in Word format on the project's FTP site.

PROPOSER BACKGROUND INFORMATION

A. Name of Firm _____

Address _____

Telephone _____ Fax _____ Tax ID _____

Contact Name and Title _____ Email _____

Date Submitting Office was Established _____ State of Incorporation _____

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

List of Officers (Name and Title).

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

Head Office Location _____ Number of Offices in United States _____

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

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

1. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

2. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

**ATTACHMENT D -- PROPOSER QUESTIONNAIRE
PAGE TWO**

3. Name _____ Relationship to Proposer _____
Address _____ # of Years in Service _____

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

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

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

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

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

**ATTACHMENT D -- PROPOSER QUESTIONNAIRE
PAGE THREE**

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

MANAGEMENT AND STAFF CAPABILITIES

- A. Provide information on account executive(s) and support staffs that you propose to assign to service this account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing the account. Include in each resume the number of years of experience in each of the following exposure areas: Health, Dental, Accidental Death & Dismemberment, Short-Term and Long-Term Disability, COBRA Benefits, Medicare Group Benefit, Flexible Spending Accounts (Premium Savings Accounts) and Employee Assistance Programs.
- Name
 - Title
 - Location of Office (Indicate Whether Local or Otherwise)
 - Number of Years in This Capacity
 - Educational Background
 - General Professional Experience, Expertise and Qualifications
 - Professional Experience in Servicing Public Transportation or Public Entities such as State and Local Governments
 - State Brokers Licenses, Property Casualty and/or Health & Life which are held individually
- B. If applicable, describe the nature and level of staff resources and service capabilities readily available to you through your parent organizations.
- _____
- _____
- _____
- C. Provide an organizational chart identifying title and number of staff available in all functional areas of this proposal.
- D. What, if any, value added services can you provide that are not specifically required in this RFP?
- E. Information Technology Services
1. Describe your commitment to keeping pace with technological advances.
 2. How will your information technology capabilities directly benefit KCATA?
 3. Describe how your company communicates and shares information electronically.

**ATTACHMENT D -- PROPOSER QUESTIONNAIRE
PAGE FOUR**

FINANCIAL RESPONSIBILITY & PERFORMANCE

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

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

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

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

**ATTACHMENT D -- PROPOSER QUESTIONNAIRE
PAGE FIVE**

COMPENSATION

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

EXPERTISE

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTACHMENT E
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2022, 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 seq.*, 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 _____, 2022.

Notary Public Signature Date

My Commission expires: _____

ATTACHMENT F-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, book-keepers, clerk typists, payroll clerks, accounts payable clerks, receptionists, switchboard operators and kindred workers.
6. **Craft Workers** (skilled): Includes mechanics and repairers, electricians, carpenters, plumbers and kindred workers.
7. **Operatives** (semi-skilled): Includes bricklayers, plaster attendants, welders, truck drivers and kindred workers.
8. **Laborers** (unskilled): Includes laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.
9. **Service Workers**: Includes janitors, elevator operators, watchmen, chauffeurs, attendants and kindred workers.

ATTACHMENT F-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)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific 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 G-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 _____, 2022, 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 _____, 2022

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 G-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 _____, 2022, 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 _____, 2022

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-1
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for FTA grant, or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT H-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) _____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 2 CFR PART 1200; 2 CFR PART 180; AND 49 CFR PART 29, SUPBART C ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2022

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I-2
CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING RESTRICTIONS ON LOBBYING

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR Part 200 Appendix II (J) and 49 CFR Part 20. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2022.

By _____
Signature of Authorized Official

Title of Authorized Official