

REQUEST FOR PROPOSALS (RFP) #G19-8009-28A

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
SALARIED 401(a) RETIREMENT PLAN, 457 (b) DEFERRED COMPENSATION PLAN &  
457 ROTH RETIREMENT PLAN OFFERING & MANAGMENT

Date: September 25, 2019

Contact: Tamika McDonald  
Procurement Supervisor

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Email: [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org)

September 25, 2019

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457 ROTH RETIREMENT PLAN OFFERING & MANAGMENT**

The Kansas City Area Transportation Authority (KCATA, ATA, Authority) is seeking written proposals from qualified firms interested in providing 401(a) Retirement Plan, 457(b) Deferred Compensation Plan and 457 Roth Plan to be made available for all 750+ KCATA employees.

The selected firm's project staff and proposed team must include professionals who have demonstrated qualifications and experience in the specific requirements identified in this RFP.

**There is no DBE Goal for this project.** However, Certified DBE firms are encouraged to submit proposals as Primes or Subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at. *MBE and WBE certifications from other agencies will not be counted toward DBE participation.* For further information on this subject contact Mr. Whitney Morgan, KCATA's DBE/Grants Specialist, at (816) 346-0277 or [wmorgan@kcata.org](mailto:wmorgan@kcata.org).

Questions (technical, contractual, or administrative) must be directed in writing to via email to Tamika McDonald, Procurement Supervisor at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org). Questions and requests for clarifications will be received until **2:00 p.m. October 3, 2019**. If required, KCATA's response to these submissions will be in the form of an addendum.

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services. Proposer shall read and understand the requirements of this proposal covered in the sections listed under the Table of Contents of this document.

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

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

Proposals must be received with all required submittals as stated in the RFP **no later than 2:00 p.m. on October 31, 2019** and addressed to

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

(816) 346-0283

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.

***No person or entity submitting a proposal in response to this RFPP 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.***

Gaylord Salisbury, II  
Director of Procurement

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**NO PROPOSAL REPLY FORM**

**RFP #G19-8009-28A  
KANSAS CITY AREA TRANSPORTATION AUTHORITY  
SALARIED 401(a) RETIREMENT PLAN, 457 (b) DEFERRED COMPENSATION PLAN &  
457 ROTH RETIREMENT PLAN OFFERING & MANAGMENT**

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 Tamika McDonald, KCATA's Procurement Department, 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108. This form may also be submitted via facsimile at (816) 346-0336 or email at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org).

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

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

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

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

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\_\_\_ 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.....	September 25, 2019
Questions, Comments and Requests for Clarifications Due to KCATA .....	October 3, 2019 2:00 p.m.
KCATA's Response to Questions, Comments and Requests for Clarification .....	October 8, 2019
RFP Closing.....	October 31, 2019 2:00 p.m.
Interviews ( <b><u>Tentative</u></b> and as Required) .....	November 11-12, 2019
Contract Award/Notice to Proceed .....	December 2019

## **SECTION 2 SCOPE OF SERVICES**

### **2.1 Background and Purpose**

The KCATA is a regional transportation provider for the greater Kansas City metropolitan area. The KCATA is governed by a 10-member Board of Commissioners. The KCATA is comprised of approximately 630 union-represented employees and 120 unrepresented, professional employees.

The KCATA currently provides all employees the opportunity to invest in 457(b) Deferred Compensation Plans and 457 Roth Plans offered through ICMA-RC & VOYA. These options are not matched by the employer and both offerings provide that participants self-direct the investment of their accounts. Employee contributions are via payroll deduction to ICMA-RC & VOYA without charge or service fee from the KCATA.

Currently, the KCATA also vests its eligible employees in a pension plan; the union and non-union pension plans have different vestment schedules and contribution requirements. The union plan is a contributory plan for union membership and the company. This plan is not part of this procurement. Unrepresented, professional employees are fully vested after 5 years of employment into a pension fund directed by the 'Salaried Employees' Pension Committee'. The Pension fund is currently managed by UMB. Unrepresented, professional employees, hereafter called 'salary' employees, are not permitted to make contributions to the pension fund.

The Kansas City Area Transportation Authority is seeking proposals from qualified firms to provide recordkeeping, administration and compliance services, and an investment platform for a 457(b) Deferred Compensation Plan and a 457 Roth Plan to be made available for all 750+ KCATA employees; replacing our current two-provider offering. Multiple contracts may be awarded from this procurement.

The Kansas City Area Transportation Authority is also seeking the same proposer to provide and manage a 401(a) Plan for the 130+ Salary employee group.

### **2.2 Term and Renewal Option(s)**

The term of this agreement shall be for a period of five (5) years from contract award with no options to renew. 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 Project Scope:**

- Create a Transition Schedule including systems design, data transfers, employee enrollments, roll-overs, document writing.
- Recommend IRS approved plan designs for KCATA management to review.
  - 457(b) Deferred Compensation and
  - 457 Roth Plan Management for all interested KCATA employees.
  - 401(a) Plan Management for Salary employees.
- Configuration of systems feeding to and/or feeding from KCATA's ERP (currently Infor Lawson/soon to be Infor CloudSuite) and ADP Platforms.
- Training for KCATA employees who are designated administrators.

- Recommend Education on retirement/investment types for KCATA employees to encourage buy in, such as:
  - Workshops
  - One on One discussion opportunities
- Documentation for informational purposes to distribute to employees.
- System design. The system should be able to manage the following areas: employee contributions, employer contributions, sortable data reporting, interface with Infor/CloudSuite, interface with ADP, provide essential reporting for employer and employees.

### **2.3 Deliverables**

Working with the support and assistance of the KCATA department heads, and other staff as needed, the successful proposer(s) will provide all the required hardware, software, and documentation for a successful implementation including but not limited to the following:

#### (1) Recordkeeping and Administration

##### a. Systems Maintenance and Remittance Procedures

- i. Detail the most efficient way for the KCATA to remit participant data and contributions to your firm. Are there any other options? If so, please describe.
- ii. Describe how your system processes and how you administer:
  1. Eligibility determination
  2. Enrollments
  3. Vesting
  4. Sending enrollment materials to participants
  5. Assignment of PIN numbers and distribution of numbers
  6. Employee and employer contributions
  7. Investment election and contribution rate changes
  8. Qualified Domestic Relations Orders
  9. Rollovers from other plans
  10. Final distributions
  11. Beneficiary changes
  12. Compliance with 401(a)(9) minimum distribution requirements
  13. Loans
  14. Hardship distributions
- iii. Describe how your system processes comply with the Internal Revenue Code and applicable IRS regulations.
- iv. What is your turn around time for processing and mailing checks for participant termination requests?
- v. Describe your back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If your software was lost, is the raw data accessible to standard queries?
- vi. With your full-service recordkeeping and administration, what administrative activities must the KCATA still perform?

##### b. Compliance

- i. Does your firm prompt or remind 457(b) participants that they are eligible for the catch-up elections or must they notify you? If not, why? What controls are in place to assure the maximum catch-ups are not exceeded?
- ii. Does your firm prompt participants age 50 or older about the 457(b) catch-up provision available to them?



- iii. What correction procedures does your firm employ should participants exceed IRS limits?
  - iv. Does your firm's system track cumulative contributions?
  - v. Describe any pending agreements to merge or sell your firm.
  - vi. Do you have a standard contract for the plan sponsor? Do you have a proposed contract for this engagement? Please provide copies of the sample contract and copies of any other documentation the KCATA would be asked to sign.
- (2) Investment Platform
- a. Provide the fee schedules associated with your 457(b), 457 Roth, and 401(a) plan options for both the KCATA and the participants.
  - b. Describe your firm's proposal(s) for a comprehensive investment plan that incorporates the KCATA's intention to freeze the current pension fund for all Salary employees while providing a new 401(a) offering that the KCATA will fund with up to a 4% match of the participant's 457 contributions.
- (3) Interactive Participant Service
- a. Provide a description of the online tools available to plan participants.
  - b. Provide a description of the customer support lines available to plan participants and KCATA administrators.
- (4) Project Team and Performance Approach
- a. Provide a sample timeline of activities. Describe who will be involved in each step and how this process will be managed.
  - b. If your firm is selected, who will be the account manager for the KCATA's plan both during the transition and on an on-going basis?
  - c. How many accounts does the typical case manager handle at one time?
- (5) Quality and Performance Standards
- a. Describe your process to resolve administrative complaints and service disruption scenarios.
  - b. Describe your process to resolve participant complaints.
  - c. Describe how you measure client satisfaction.
  - d. Describe how you report plan participation information to KCATA.
- (6) Transition Plan
- a. Develop a detailed implementation plan that will outline how the proposer and the KCATA will transition its employees from their current plans to the plans offered by the proposer. Minimum expectations include...
    - i. written procedures and training for administrators that would support successful implementation and system maintenance
    - ii. plan educational material for employees to review to make informed enrollment and investment decisions using the new financial products
    - iii. periodic workshops to encourage plan participation and employee education
- (7) References.
- a. Provide the names and contact phone numbers of at least three (3) clients, preferably public entities similar in size to the Kansas City Area Transportation Authority for whom the proposer is providing or has provided 401(a) and 457(b) recordkeeping, administration, and investment services.

## **2.5 Proponent Overview and Minimum Qualifications:**

The successful proposer(s) is required to have a strong background in pensions, retirement plans, deferred compensation plans, familiarity with relevant law, legislation and industry standards, procedures, and methods pertinent to public sector entities or government in Missouri, and the

ability to provide practical advice and guidance on achieving the deliverables outlined within this RFP. The proposal must provide a general overview of the proposer(s), ITS structure, size and capability to perform the work required. This section should specifically highlight recent and relevant project experience that demonstrates the proposer's suitability to undertake the scope of work. Experience with researching compliance and regulatory standards of local governments will also be important.

The proposer(s) should have experience in the following areas:

- proven experience and expertise in implementing and designing retirement and deferred compensation plans, processes, policies and procedures preferably in a public sector environment;
- work pattern of providing plan and participant level access to, and working closely with, administrators to provide plan sponsor support and participant education, enrollment, and advisory services;
- excellent project management, relationship development and maintenance skills;
- familiarity with applicable laws, legislation and risk mitigation practices for retirement and investment plans;
- ability to work cooperatively with a team to create positive views/attitudes and buy-in within all departments and all staff levels, from the executive team to front line plan administrative users;

Minimum qualifications are required for a Contractor to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the KCATA without further consideration:

- Has designed, led and implemented a pension plan conversion and training;
- Experience with implementation of 457(b), 457 Roth, and 401(a) Plans for public sector organizations;
- Familiarity with all required record keeping for federal, Missouri state, and risk mitigation regulations and best practices.
- Knowledge and understanding of current market and key technologies for retirement and deferred compensation plans;
- List all successful implementations of a pension plan conversion in the past ten years with a public agency of similar or larger size to the KCATA.

## **2.6 Proposed Methodology**

The proposal must clearly describe in detail the proposed methodology, considering all requirements of this RFP. This section should address the work effort and, if applicable, the role and participation of each team member in the proposed work. The proposed methodology should also identify any potential options, or changes to the outlined approach, that could be advantageous to the KCATA. Any such changes and optional work should be identified specifically or outlined in a separate section. The total proposed cost of the project must include:

- a. An all-encompassing fee schedule showing a breakdown of the proposer's fees, all disbursements with applicable taxes listed separately, billable rates for staff assigned to this project, or other expenses as required under Project Scope.
- b. Work schedule to show cost of each major part and key tasks to complete the project and overall timelines required.
- c. The proposer will clearly identify in the proposal any specific project milestones, check-in points and deliverables.

**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 October 31, 2019** Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108 to the attention of Denise Adams.
- C. 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.
- D. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

**3.2 Reservations**

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

**3.3 Proposer’s Responsibilities**

- A. By submitting a proposal, the Proposer represents that:
  - 1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions;
  - 2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to KCATA; and
  - 3. It is authorized to transact business in the State of Missouri.

- B. Before submitting a proposal, the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

### **3.4 Authorization to Propose**

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

### **3.5 Withdrawal & Incomplete Proposals**

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

### **3.6 Modification of Proposals**

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

### **3.7 Unbalanced Proposals**

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

### **3.8 Protests**

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

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

### **3.9 Disclosure of Proprietary Information.**

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

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

### **3.10 Disadvantaged Business Enterprise (DBE) 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. Certified Minority Owned Business Enterprises (MBE's), Women Owned Business Enterprises (WBE's), Small Business Enterprises (SBE's) and DBE firms are encouraged to submit proposals as prime or subcontractors.
- D. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors or suppliers. KCATA will only recognize firms that are certified as DBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at [www.modot.mo.gov/ecr/index.htm](http://www.modot.mo.gov/ecr/index.htm).

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

The intent of the RFP is to encourage submittals that clearly communicate the consultants' qualifications for the Project. Proposals should provide information in a concise, and well written, well organized manner containing only information relevant to this Project. All proposals should follow the format specified below as this will assist the evaluation committee in determining the most highly qualified consultant team. Firms are encouraged to submit only proposal material that is relative to the consultant services and scope cited. Including extra marketing materials and publications is discouraged.

**4.1 Proposal Format**

- A. The originals of all Volumes shall be unbound. All copies of Volumes I and II shall be separately bound and all copies and originals shall have the RFP number and name, the Offeror's identity, volume number and volume title printed on the cover page.
- B. Volumes shall be submitted in the following order:
  - 1. **Volume I: Fee Schedule – One** (1) unbound original and eight (8) copies.
  - 2. **Volume II - Technical Proposal.** One (1) unbound original (labeled/stamped Original) and seven (8) copies.
  - 3. **Volume III – Contractual.** One (1) original of the completed, signed submittals as specified in Section 4.4 below and in Attachment B, "Proposal Checklist."
- C. Proposers are asked to submit a complete copy of their proposal (Volumes I, II and III) in .pdf format on a compact disc or flash drive, which will be retained by KCATA. Each volume shall be a separate pdf document, and the disc or flash drive shall not be password protected. Please include with Volume III.
- D. The proposal package shall be delivered, in a sealed envelope, to:

Tamika McDonald, Procurement Supervisor  
KCATA – Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, MO 64108
- E. The outside of each package shall be clearly marked, "**RFP #G19-8009-28A Salaried 401(a) Retirement Plan, 457 (b) Deferred Compensation Plan & 457 Roth Retirement Plan Offering & Management**"
- G. Proposals may be hand delivered, sent via overnight carrier, or mailed via USPS. Electronic or faxed copies will not be accepted.
- H. All hand deliveries must be made through KCATA's Shipping/Receiving Department. Please allow ample time to navigate through KCATA's secured entrance and parking areas.



## 4.2 Volume I – Fee Schedule

This volume must include comprehensive fee schedules associated with proposed 457(b) deferred compensation plan, 457 Roth plan, and 401(a) plan options for both the KCATA and the participants. See Section 2.4.2a Investment Platform.

This volume must include the comprehensive investment plan. See Section 2.4.2b Investment Platform.

## 4.3 Volume II - Technical Proposal

- A. The Technical Proposal page limit is 30 pages. The Proposer may choose to allocate pages between any of the evaluation criteria as long as the Proposal does not exceed 30 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts).
- 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)
  - Required forms, certifications, financial data, etc.
  - Vendor Registration Form
  - Subcontractor Utilization Form
  - Affirmative Action Information
  - Letters of Certification
- D. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination that the proposal meets KCATA's requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- E. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:
1. **Letter of Transmittal**

The letter should be addressed to Tamika McDonald, KCATA Procurement Supervisor, 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
2. **Title Page.** Show the RFP Number and title, the name of the firm, address, telephone number(s), email address, fax number(s) and date.
  3. **Table of Contents.** Clearly identify the materials submitted by section and page number.
  4. **General Business Background.** Provide a brief synopsis of the Proposer's and major sub-contractors businesses, including when and where incorporated, major business activities, and a listing of the Officers of the Company. State whether the firm is local, regional or national and how long the firm has been in existence under current ownership/management and where the offices are located. Identify and state how long the firm has provided the types of services requested in this RFP. Proposers and sub-consultants shall provide financial status and credit worthiness statement. This may be a current Dunn and Bradstreet Rating or two most recent years of audited financial statements.

5. **Proposal Content**

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

- a. **Comprehensive Plan Design:** Proposer's must clearly identify an overall comprehensive plan design that provides employees increased utility for their retirement and investment needs using the strengths of the 401(a), 457(b) deferred compensation plans, and a 457 Roth plan.

This section should also demonstrate partner responsiveness to KCATA customer needs as it relates to Interactive Participant Service.

- b. **Fees & Projected Deliverables:** Proposer's must include a comprehensive fee schedule

including costs broken out by each major part of the project and by fees for the KCATA and for those of the employees as participants in the proposed plans. **This information must be submitted in Volume I and shall not be included in Volume II or Volume III.**

- c. **Project Team Experience & Qualifications (Company and Personnel):** Proposer's must provide an outline of their background and experience, with examples of similar work done and a list of personnel who will conduct the project, detailing their training and work experience.
- d. **Methodology:** Proposer's must provide a detailed research plan, recommended IRS Pre-Approved Plan Designs, transition plan that includes implementation, enrollment and education.
- e. **Work Schedule:** Proposer's must provide a work schedule that clearly identifies a time line for transitioning KCATA from its current Pension Plan to a new 401(a) investment plan as soon as feasible. Proposals should include at a minimum, two (2) examples of a work schedule completed for a similar work project.

6. **Exception and Omissions.**

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP. Proposers should also review the sample terms and conditions (Attachment A) and identify any exceptions to the clauses included therein. Any exceptions to the Terms and Conditions must be provided in the Proposal documents. The Proposers submittal may be considered non-responsive in the event KCATA and Proposer do not reach mutual agreement on any exceptions noted.
- b. Omissions. The Contractor will be responsible for providing all services which are necessary within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.

**4.4 Volume III – Contractual**

- a. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as 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. **Disclosure of Investigations/Actions.** Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public-sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief

description of the action, the date of inception, current status, and, if applicable, the disposition.

**c. Proposer Status and Affirmative Action**

1. Vendor Registration. All firms (prime contractors, and suppliers) doing business with the KCATA shall complete an online Vendor Registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID number, etc.) will not be publicized. Vendors that have previously registered with KCATA must now also complete the online process with updated information. Vendors only have to go through this process once but will be required to update their certifications /affidavits on a regular basis.
2. Affirmative Action Compliance.
  - a. Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity.
  - b. Firms that have not filed an Affirmative Action compliance certification with the KCATA in the past two (2) years must submit the required documents: at <https://kcata.diversitycompliance.com>
    - i. A link to this form (KCATA Affidavit of Civil Rights Compliance) is available in the B2G now system and the form is available on KCATA's website ([www.kcata.org](http://www.kcata.org)) under the "Doing Business With" tab.
    - ii. A completed Workforce Analysis Report Form AA1, Part 2. A current EEO-1 provided to another governmental agency may be substituted.
  - c. 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](mailto:mgay@kcata.org).

**d. Employee Eligibility Verification**

1. Contractors doing business with KCATA must certify that they are enrolled in and are participating in a federal work authorization program (i.e., Department of Homeland Security's E-Verify Program). You may wish to visit the World Wide Web and search these links for guidance in obtaining e-verification information if you are unfamiliar with the process: [www.https://e-verify.uscis.gov/emp](http://www.https://e-verify.uscis.gov/emp) or [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This form is completed online during the registration process for all Primary Contractors. Subcontractors must complete the form included in the solicitation as (Attachment \_\_) and submit with response. A Memo of Understanding is to be provided for all purchases/contracts valued at \$5,000 or more.
2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.

**e. Debarment**

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

**f. Lobbying**

1. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
  2. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, Disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.
  3. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.
7. **Receipt of Addenda.** If an Addendum is issued as part of this RFP, please provide the "Receipt of Addenda" form that was issued with Addendum #1.
  8. **Complete Proposal Documents.** Include the jump drive or CD of the complete proposal (see Section 4.1.C).

#### 4.5 Proposal Evaluation Criteria

The KCATA will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. To assist with the review of all proposals and identifying the proposal (if any) that offers the best value to the KCATA, an evaluation of each proposal will take place based on the criteria and format outlined below:

Proposals will be evaluated based on the following elements listed in order of importance.

Evaluation Criteria			
<b>Comprehensive Plan Design</b>		<b>25</b>	<b>Points</b>
	>Recommended Plan Interaction between the 457(b), 457 Roth, and 401(a) - Functionality, does it meet KCATA needs?		
	>Proposer's responsiveness - Communication, how many points of communication do Administrators and Participants have?		
	>Tool Offerings for Employees and Administrators - Utility, does it give KCATA employees a better investment experience?		
<b>Fees &amp; Projected Deliverables</b>		<b>20</b>	<b>Points</b>
	>Costing of each major part and key task to complete the project		
	>Fees burdened by the Participants - Is this the best plan for KCATA employees?		
<b>Methodology</b>		<b>20</b>	<b>Points</b>
	>Understanding of project requirements, scope of work & deliverables		
	>Detailed methodology in addressing scope of work and deliverables		
	>Details of team member participation and role in delivering work		
	>Pension/401(a) conversion plan proposals		
<b>Project Team Experience and Qualifications</b>		<b>20</b>	<b>Points</b>
	>Technical and Project Team Experience and Qualifications (and other team members if applicable)		
	>Quality of proposer's work based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work		
	>Knowledge or experience in public sector retirement / savings plans		
<b>Work Schedule</b>		<b>20</b>	<b>Points</b>
	>Format, clarity and quality of proposed work plan and schedule detailed by major part and each key task		
	>Realistic timeline and ability to meet deadlines		
	>Identification of specific milestones, checkpoints, and deliverables		
		<b>100</b>	<b>Points Allowable</b>

The KCATA may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the KCATA, using the combined results of interviews and proposal submittals. Contractors invited to interview are to bring the assigned key person(s) named by the Contractor in the Proposal and may bring other key personnel named in the Proposal. The Contractor shall

not bring individuals who do not work for the Contractor or are not on the project team without advance authorization by the Procurement Contact.

The KCATA shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The KCATA reserves the right to make a final selection based on the combined results and/or the consensus of the Consultant Evaluation Committee.

#### **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 Contractor 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.

#### **4.9 Contract Modification**

The KCATA may negotiate elements of the proposal as required to best meet the needs of the KCATA, with the apparent successful Proposer. The KCATA does not intend to negotiate the base contract, which has been attached. The KCATA has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Questions about the KCATA's boilerplate should be made in advance of submittal.

If a Contractor seeks to modify the Contract, the Contractor must request that within their Proposal response as taking an "Exception". The Contractor must provide a revised version that shows their proposed alternative contract language. The KCATA is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the KCATA may reject the Contractor's Proposal as non-responsive.

The KCATA cannot modify provisions mandated by Federal and State law: Equal Benefits, Audit (Review of Vendor Records), DBE, Confidentiality, and Debarment, or indemnification. Such Exceptions would be summarily disregarded. Although the KCATA may open discussions with the highest ranked apparent

successful Proposer to align the proposal or contract to best meet KCATA needs, this does not ensure negotiation of modifications proposed by the contractor.



**ATTACHMENT A  
PROPOSAL SUBMITTAL CHECKLIST  
DOCUMENT/FORM REQUIREMENTS**

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

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

Volume I: Cost Proposal:

- One (1) original and eight (8) copies in a separate, sealed envelope and clearly marked as “Volume I – Fee Schedule”

Volume II: Technical Proposal:

- One (1) unbound original and eight (8) copies

Volume III: Contractual (One set of originals):

- Attachment B Sample Contract/Terms and Conditions
- Attachment C Vendor Registration Process
- Attachment D Letter of Intent to Subcontract with DBE Firms (only for DBE Subcontractors)
- Attachment E.1 Affidavit of Primary Participants Regarding Employee Eligibility Verification, if applicable (Subcontractors)
- Attachment E.2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Subcontractors)
- Attachment F.1 Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Prime Contractor)
- Attachment F.2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, if applicable (Subcontractors)
- Attachment G-.1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
- Attachment G-.2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying (Subcontractors)
- Financial Statements for Past Two (2) Years (Prime Contractor Only)
- Receipt of Addenda Form (if addendum issued as part of this RFP)
- Complete set of Proposal documents (Volumes I, II and III) in .pdf format on a jump drive

**ATTACHMENT B  
SAMPLE CONTRACT/TERMS AND CONDITIONS**

**THIS CONTRACT** (the "Contract"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Kansas City Area Transportation Authority ("KCATA")**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ ("**Contractor**"), with offices at \_\_\_\_\_.

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

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the services and deliverables consistent with the Request for Proposal (RFP) solicited by the KCATA, dated November 26, 2019 entitled "Salaried 401(a) Retirement Plan, 457(b) Deferred Compensation Plan & 457 Roth Retirement Plan Offering and Management" (sometimes referred to as the "Project" or the "Work"), which is incorporated herein by reference. The Contractor hereby agrees to provide the services as needed at the firm, fixed prices stated in the Appendix C attached hereto for the KCATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this contract agreement shall be for a period of \_\_\_\_ (\_\_) year(s) beginning \_\_\_\_\_, 2019 and expiring on \_\_\_\_\_ with no extension options. The deliverables to be provided and/or services to be performed shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by KCATA to be within the "contract term."

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by "Change Order," if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's Cost Proposal (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**5. ORDER OF PRECEDENCE**

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

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

**6. MISCELLANEOUS PROVISIONS.**

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

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

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

**CONTRACTOR'S NAME  
(CONTRACTOR)**

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

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

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

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

**APPENDIX A  
CONTRACT TERMS AND CONDITIONS**

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

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

**2. AGREEMENT IN ENTIRETY**

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

**3. ASSIGNMENT**

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

**4. BANKRUPTCY**

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

**5. BREACH OF CONTRACT; REMEDIES**

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

**6. CHANGES**

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

**7. CIVIL RIGHTS**

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. §

12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

**9. 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 it best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to KCATA’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required

level of proficiency.

## **10. CONTRACTOR'S PERSONNEL**

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

## **11. CONTRACTOR'S RESPONSIBILITY**

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

## **12. DISPUTE RESOLUTION**

A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Director of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Financial Officer, with a copy to the Director of Procurement. The determination of such appeal by the Chief Financial Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by KCATA, the Contractor shall proceed diligently with performance in accordance with the Director of Procurement's decision.

B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **13. EMPLOYEE ELIGIBILITY VERIFICATION**

A. To comply with Section 285.500 RSMo, *et seq.*, the Contractor is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). The Contractor is required to obtain the same affirmation from all subcontractors at all tiers with contracts exceeding \$5,000.

B. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

## **14. GOVERNING LAW; CHOICE OF JUDICIAL FORUM**

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

## **15. HEADINGS**

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

#### **16. INDEPENDENT CONTRACTOR**

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

#### **17. INSPECTION OF SERVICES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards 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.

#### **18. INSURANCE**

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

1. Contractual liability coverage is applicable; and
  2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**
- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

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

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

2. **Commercial General Liability:**

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

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

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

3. **Auto Liability:**

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



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

4. **Professional Liability Insurance**

Professional Liability Limit:     \$1,000,000 Each 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.

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

19. **LIABILITY AND INDEMNIFICATION**

A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone.

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.



## **22. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK**

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

## **23. PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
- D. Contractor shall be liable to each employee for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

## **24. PROHIBITED INTERESTS**

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

## **25. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following

rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.

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

## **26. RECORD RETENTION AND ACCESS**

- A. The Contractor agrees that, during the course of this agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract in accordance with 2 C.F.R. §§ 200.333. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The Contractor shall permit KCATA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, as applicable, the City of Kansas City, Missouri, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

## **27. REQUESTS FOR PAYMENT**

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at [payme@kcata.org](mailto:payme@kcata.org), with a copy sent to the Procurement Representative identified in this contract. All invoices shall be numbered, dated and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference KCATA's contract number and purchase order number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds KCATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

**D. Subcontractor Payments.**

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

**28. RIGHT TO OFFSET**

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

**29. SEAT BELT USE POLICY**

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

**30. SEVERABILITY**

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

**31. SUBCONTRACTORS**

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. The Contractor is responsible for managing and directing the work of the Subcontractors and for all actions of subcontractors performing work under this Contract. Any contact from Subcontractors to KCATA shall be limited to KCATA's Director of Procurement.
- C. **DBE/SBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.

- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Acceptance of Services/Deliverables – No Release
    - Agreement in Entirety
    - Assignment
    - Bankruptcy
    - Breach of Contract; Remedies
    - Changes
    - Civil Rights
    - Conflicts of Interest
    - Contractor’s Personnel
    - Contractor’s Responsibility
    - Debarment and Suspension
    - Disadvantaged Business Enterprise (DBE)
    - Dispute Resolution
    - Employee Eligibility Verification
    - Governing Law: Choice of Judicial Forum
    - Headings
    - Independent Contractor
    - Inspection of Services
    - Insurance
    - Liability and Indemnification
    - Licensing, Laws and Regulations
    - Lobbying
    - Notification and Communication
    - Ownership, Identification, and Confidentiality of Work
    - Privacy Act Requirements
    - Prohibited Interests
    - Prohibited Weapons and Materials
    - Requests for Payment
    - Right to Offset
    - Seat Belt Use Policy
    - Severability
    - Subcontractors
    - Suspension of Work
    - Taxpayer Identification Number (TIN)
    - Termination
    - Texting While Driving and Distracted Driving
    - Unavoidable Delays
    - General Provisions
- 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. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

### 34. TERMINATION

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

### 35. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Contractor agrees to promote

policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

### 36. 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.

### 37. 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.

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

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

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

**ATTACHMENT C**  
**KCATA VENDOR REGISTRATION PROCESS**

All firms (prime contractors, subcontractors and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses an online vendor management system (B2GNow). *Vendors that have previously registered with KCATA must now also complete the online process with updated information.*

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.

The following forms are required and must be provided at the time of registration. Failure to provide these forms will delay the approval process.

3. **Vendor Registration Questionnaire.** The fillable form is provided online.
4. **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.

A link to this form (KCATA Affidavit of Civil Rights Compliance) is available in the B2GNow system and the form is available on KCATA's website ([www.kcata.org](http://www.kcata.org)) under the "Doing Business With" tab. This form can be downloaded and completed in advance. In lieu of this form, you may submit a current, valid certification of Affirmative Action compliance from another government agency.

5. **KCATA Workforce Analysis/EEO-1 Report.** A link to the form (KCATA Workforce Analysis/EEO-1 Report) is available in the B2GNow system, or available on KCATA's website to print and complete in advance. Firms may submit a current EEO-1 Report that has been filed with another government agency.
6. **Employee Eligibility Verification.** 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.

The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.

The form (Affidavit of Participant's Compliance Regarding Employee Eligibility Verification) is available on KCATA's website, with a link to the form on the B2GNow system.

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).

7. **Current IRS Form W9.**

8. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.

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

**ATTACHMENT D**  
**LETTER OF INTENT TO SUBCONTRACT**  
*(To be completed for Each DBE Subcontractor on Project)*

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

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

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual

agreement with \_\_\_\_\_ (“DBE Subcontractor”), who will

provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DBE Subcontractor is currently certified with the Missouri Regional Certification Committee (MRCC) to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

\_\_\_\_\_  
Signature: Prime Contractor

\_\_\_\_\_  
Signature: DBE Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

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

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

My Commission expires: \_\_\_\_\_

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

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired to perform any work in connection with the contracted services.

I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program. I shall require that the language of this affidavit be included in the award documents for all sub-contracts exceeding \$5,000.00 at all tiers and that all subcontractors at all tiers shall affirm and provide documentation accordingly.

\_\_\_\_\_  
Affiant's signature

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

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

My Commission expires:

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

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

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

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

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 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 \_\_\_\_\_ 20\_\_\_\_\_

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 \_\_\_\_\_, 20.

By \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official