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Kansas City Area
Transportation Authority

Request for Proposals (RFP) #G23-7023-38B
Kansas City Area Transportation Authority (KCATA)

Third-Party Administrator (TPA) Services for Vehicular Liability Claims,
Workers' Compensation and General Claims; and Medical Bill Review Services

Date: June 1, 2023

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Buyer

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June 1, 2023
Request for Proposals (RFP) #G23-7023-38B

Kansas City Area Transportation Authority (KCATA)
Third Party Administrator for Vehicular Liability,
Workers' Compensation and General Liability Claims; and Medical Review Services

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

The term of this contract will be for three (3) years with two (2) one-year extension options. The anticipated start date will be in July 2023.

This project is funded with local funding. A Minority/Woman-Owned Business Enterprise (M/WBE) goal was not established for this project. However, certified MBE and WBE firms are encouraged to submit proposals as prime contractors, subcontractors, or as a joint venture. See **Section 3.11** for more information on KCATA's policy regarding KCATA's DBE program.

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action and Equal Employment Opportunity Regulations. Offerors shall read and understand the requirements of this RFP.

Pre-Proposal Conference: A pre-proposal conference regarding this Request for Proposals will be held on **June 7, 2023, at 1:30 p.m.**, via the Microsoft Teams **link below**. This meeting is not mandatory but is encouraged.

Microsoft Teams meeting:

Join on your computer, mobile app, or room device:

[Click here to join the meeting](#)

Meeting ID: 283 119 522 097

Passcode: WZaoSJ

[Download Teams](#) | [Join on the web](#)

Pre-Proposal Questions. Questions (technical, contractual, or administrative) must be directed in writing *via email* to Laura Anderson at landerson@kcata.org. Please include the Project # in the Subject line. Questions and requests for clarifications will be received until **2:00 p.m. CST on June 13, 2023**. If required, KCATA's response to these submissions will be in the form of an Addendum and will be posted to the website.

Proposal Submissions. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CST on June 29, 2023**.

Proposals may be submitted as follows:

Project Name	Third Party Administrator for Vehicular Liability, Workers' Compensation and General Liability Claims; and Medical Review Services
Project Number	G23-7023-38B
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/tpasvlc/SitePages/Home.aspx
Bidder Email	Bid_G23-7023-38B@kcata.org
Bidder Password	=bdzmT_b\$8 (Equals - bravo - delta - zulu - mike - TANGO - Underscore - bravo - Dollars - Eight)

NOTE: This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, you must type in the email address that is provided above (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.

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

Submission of a proposal shall constitute a firm offer to the KCATA for one hundred twenty (120) days from the date of closing. This 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. Proposers 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 in the best interest of the KCATA.

Proposal Evaluation/Award. 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 an exact date and time if invited for interviews and discussion. Proposers may also be required to submit written responses to questions regarding their proposals. All contractual agreements are subject to final approval by the Kansas City Area Transportation Authority's Board of Commissioners. A three (3) year contract term with two (2), one-year extension options is anticipated for award to the selected and approved Consultant if negotiations are successful.

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

Kristen Emmendorfer
Director of Procurement

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NO PROPOSAL REPLY FORM

RFP #G23-7023-38B

**Kansas City Area Transportation Authority (KCATA)
Third Party Administrator for Vehicular Liability, Workers' Compensation and
General Liability Claims; and Medical Bill Review Services**

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

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

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

- 1. We do not wish to participate in the proposal process.
- 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

- 3. We do not feel we can be competitive.
- 4. We do not provide the services on which Proposals are requested.
- 5. Other: _____

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

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

FIRM NAME

SIGNATURE

**SECTION 1
PROPOSAL CALENDAR**

RFP Advertised and Issued	June 1, 2023
Pre-Proposal Conference.....	June 7, 2023
Microsoft Teams meeting:	
Click here to join the meeting	
Meeting ID: 283 119 522 097	
Passcode: WZaoSJ	
Download Teams Join on the web	
Questions, Comments and Requests for Clarifications Due to KCATA	June 13, 2023 2:00 p.m. CST
KCATA's Response to Questions, Comments and Requests for Clarification	June 15, 2023
RFP Closing	June 29, 2023 2:00 p.m. CST
Evaluations/Interviews (Tentative and if required)	July 6-10, 2023
Contract Award/Notice to Proceed (Anticipated)	July 2023

**SECTION 2
SCOPE OF SERVICES**

2.1 Background and Purpose

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

The Authority’s Transportation Division operates a fleet of about 247 buses on 39 (34 fixed and 5 flex) , transporting approximately 33,500 riders each weekday. Service operates from approximately 4 a.m. to 1 a.m. daily. Additional services include Freedom paratransit service and the RideKC Vanpool program.

Throughout the Kansas City area, KCATA supports 17 park-and-ride locations and larger off-campus facilities that include 75th & Prospect Avenue, 39th & Troost center, Boardwalk Square, and commercial property at Vivion and North Oak (the former Kmart site).

The KCATA employs approximately 600 full time equivalent employees involved in such activities as bus driving, vehicle maintenance, facilities maintenance, administrative, and clerical functions. KCATA operates from a central facility located at 1200 East 18th Street, Kansas City, Missouri, and the East Village Transit Center located at 1221 Charlotte, Kansas City, Missouri.

Below is a breakdown of the KCATA work force:

Transportation	312
Vehicle/Facilities Maintenance	145
<u>Administrative/Salaried/Clerical</u>	<u>143</u>
 Total	 600

KCATA’s Risk Department will be the Authority’s liaison on all issues that arise between the successful proposer and the services requested in the Scope of Services. Information regarding all of the transportation services provided by KCATA can be found on its website at www.kcata.org.

2.2 Term and Renewal Option(s)

The term of this agreement shall be for a period of three (3) years from the date of contract award. The KCATA shall have the option to renew the contract annually for up to two (2), one-year periods. Work in process prior to expiration of the Agreement shall be completed and as construed by KCATA to be within the “contract term.”

2.3 Scope of Services

A. Claims Administration – Workers Compensation, Auto & General Liability

1. In cooperation with any managed care firm(s) under contract with KCATA, provide monitoring of treatment programs recommended for employees by physicians or specialists by reviewing all reports prepared by treating physicians, and by maintaining contact with authorized medical providers as appropriate.
2. Issue payments on all claims. Auto/General Liability and Workers’ Compensation settlements must initially be reviewed and approved by the Authority’s Risk Management Department. When Risk Management makes a determination, limited settlement authority will be granted and may be increased periodically.
3. Offer Investigative services to pursue subrogation opportunities on behalf of KCATA for workers’ compensation and auto liability claims.

4. Report all indemnity claims to the index bureau.
5. KCATA contracts with the Office of the City Attorney for the City of Kansas City, Missouri, to defend auto liability tort claims filed against the Authority. TPA will work closely with City attorneys providing a copy of all investigative findings and/or materials. TPA may be required to attend KCATA Board of Commissioner meetings, mediations, and trials if requested, at no additional cost to KCATA. In the event a conflict of interest exists involving a tort claim, the TPA in conjunction with the KCATA will work with an independent law firm to defend tort claims filed against the KCATA.
6. Prepare and/or assist KCATA in preparing and/or providing claims information as requested by the Missouri or Kansas Department of Insurance, Division of Workers Compensation, or any other regulatory entity.
7. Prepare KCATA related claims information to the Center for Medicare and Medicaid Services (CMS) under section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
8. Prepare and/or assist KCATA in preparing and/or providing claims information to the State of Missouri or Kansas and National Council on Compensation Insurance (NCCI) that will be used to issue an experience modifier report (ERM) for KCATA.
9. The TPA will know and understand sovereign immunity limits to include 1) all claims arising out of a single accident or occurrence, and 2) for any one person in a single accident or occurrence.
10. The TPA will establish a “floor” bank account in their name and will provide a weekly check register to KCATA that will be reviewed, approved, and funded each week by KCATA through a weekly automatic clearing house (ACH) wiring transfer.
11. TPA will perform accident claim investigation, collection, and preservation of relevant information for administering and defending the claims.

B. Claims Data Management – Workers’ Compensation, Auto & General Liability

1. Provide KCATA 24/7 online access to a claims system that provides real-time information on closed and open claims and any report requested by the KCATA.
2. Input KCATA’s historical claims data into the TPA’s claims system to ensure that a complete claims history is available and accurate.
3. Provide accurate daily input on active cases to ensure that current information is available and accurate.
4. Provide a user-friendly customized data reporting system that will allow the Authority to create and run ad hoc relational database reports and produce on demand benchmarking reports for auto, general liability or workers compensation claims and will show loss history by:
 - a. Number of open claims
 - b. Number of newly reported claims
 - c. Claim payments broken down by indemnity/medical/expense.
 - d. Reserve changes and types
 - e. Number of closed claims
 - f. Number of reopened claims

- g. Number of pending claims per line of business
 - h. Weekly temporary total report – Who is receiving TTD.
 - i. Lawsuit/legal representation summary
 - j. Summary of open Subrogation claims
 - k. Injury type
 - l. Injury cause
 - m. Injury body part
 - n. Frequency
 - o. Severity
 - p. Total paid
 - q. Total reserved
 - r. Total Incurred
 - s. By Department
 - t. For any period (date range)
 - u. Class code
 - v. Any other parameters established by KCATA.
5. Provide specialized reports for regulatory and actuarial data that will provide the following:
 - a. Loss Triangles by line of business for amounts paid, valuation date, and amount reserved.
 - b. Complete loss runs for any line of coverage, date range, reserves, etc.
 - c. Summary of Fee-Per-Claim, Time and Expense charges, and any other expense charges per line of business to determine the total cost of claims administration.
 6. Coordinate with KCATA to produce annual Missouri and Kansas workers' compensation forms including WC-83, WC-84, WC-85, WC-86, WC-131, and K-WC-92.
 7. KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA. KCATA shall have access to its data for 1 year past the expiration or termination of any contract entered into with any proposer.
 8. The TPA will provide a comprehensive Stewardship Report for claims involving workers' compensation, auto liability, and general liability.
 9. The reports requested in the Scope are the most commonly requested reports but are not meant to be an exhaustive list of the reports that may be needed or requested by KCATA.
 10. TPA will perform workers compensation claim investigation, collection, and preservation of relevant

information for administering and defending the claims.

11. With the KCATA the TPA will create and primarily manage transitional duty program.

C. Electronic System, Workers' Compensation, Auto and General Liability

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

1. KCATA must be able to access and use real time loss data, in an online web-based environment, as a daily risk management tool.
2. The TPA will be required to transfer historical data with no loss of information into the electronic system. There are approximately 13,000 records to transfer for both workers' compensation and liability claims.
3. KCATA shall have ownership and access rights to its data throughout the contract period and respondent shall provide a "data dump" when requested by KCATA. In the event the contract is awarded to a new TPA there will be an updated and complete data transfer from the former TPA to the new TPA. KCATA shall have access to its data for 1 year past the expiration or termination of any contract entered into with any proposer.
4. KCATA is interested in all aspects of data management and detailed reporting. Your response should designate and describe the capabilities/features of your system.

D. Subrogation

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

E. Account Management

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

The AE services must include:

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

F. Claim Handling Administration

1. Claims Reviews

Because of the KCATA's active and aggressive claims oversight, we do not require routine workers'

compensation claim reviews. This reduction in adjuster commitment to reviews, and your administration oversight and scheduling, should be taken into consideration with respect to pricing.

2. Litigation Handling

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

3. Automated Data Access/RMIS

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

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

We further require:

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

4. Reserving

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

5. Transitional Duty Program

The KCATA is interested in developing a transitional duty program. Proposers' services may include job creation and supervision. General oversight of the program will be provided by the KCATA.

6. Settlements

The KCATA expects its TPA to fully analyze compensability, injury, and damages, and recommend settlements that can be backed up with documentation (e.g., amount of necessary medical treatment, future medical treatment, verified lost wages, etc.) and/or solid formulas in the case of workers' compensation claims (e.g.,

value of permanent partial disability based on number of weeks times weekly rate plus anticipated future medical treatment).

7. Subrogation/Second Injury Fund

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

G. Workers' Compensation Claim Administration

1. Claim Handling

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

The Authority's designated adjuster must plan the activities that will occur, including but not limited to, medical treatment, recovery plan, and return-to-work plan. All considerations will be made in concert with the Authority's Risk Management contact, its medical director, and any assigned nurse case manager. Under this team effort, the action plans will be innovative and aggressive. The Authority believes claims must be managed, not merely processed, and expects its TPA to have the same aggressive philosophy while working closely and in concert with the Authority's outside medical director, our operations, risk management, and legal staff.

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

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

- j. Full return to work program regardless of the injured worker's limitations.
- k. TPA will manage and collect the onsite data, report and video information related to any worker compensation claim.

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

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

2. Nurse Case Management (NCM)

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

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

3. Physical and Occupational Therapy (PT/OT)

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

4. 24/7 Nurse Triage Services

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

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

H. Preferred Provider Organizations (PPO)

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

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

The ancillary services marketplace is rapidly changing. The KCATA may wish to make use of newer, online, ancillary networks that are immediately available to the adjuster, where multiple vendors compete for the DME, imaging

and other competitively bid business on a per-request basis. The TPA must be open to this consideration, wherein, the TPA may not be afforded a revenue share from the ancillary services placement.

J. Medical Bill Review (MBR) Services

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

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

1. Medical providers billed invoice amount first reduced to Usual, Customary, and Reasonable (UCR) (Missouri) using a recognized published source of data such as the Ingenix Relative Value for Physicians scale or others. In the State of Kansas, fees will first be reduced to the state fee schedule or UCR for outpatient services. The TPA may charge a flat fee for these reductions.
2. The difference from the above repricing of the medical bill to the negotiated PPO contracted rate for these services, inclusive of any further reductions from the above for clinical overutilization, duplication, or undelivered services, or inappropriate or unreasonable services, will form the basis of the TPAs savings calculation.
3. The final fees charged to the Authority will be the combination of the flat fee per bill for the initial reduction to UCR/fee schedule, plus a percentage of savings of the additional reductions to PPO contracted rate.
4. The Authority reserves the right to direct the stacking of PPO networks.

The TPA must further agree:

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

Please indicate if you have the ability, and are willing, to “cap” large facility bills (>\$50,000) PPO percent of savings fees on a per-claim basis. If so, indicate the cap you are willing to accept).

K. Pharmacy Benefit Management Program (PBM)

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

L. General Liability Claim Administration

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

M. Auto Liability Claim Administration

1. Overview.

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

2. Investigation.

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

3. Claim Handling.

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

4. Designated Adjuster.

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

N. Cyber Security

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

SECTION 3
PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposal” 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. 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 Laura Anderson at landerson@kcata.org by the indicated deadline. The subject line of electronic communications must reference the RFP number and title.
- C. Submitting a proposal constitutes a firm offer to KCATA for one hundred twenty (120) days from the closing date.
- D. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

3.2 Proposal Submissions

- A. Proposals must be received with all required submittals (See Section 4) as stated in the RFP **no later than 2:00 p.m. CST June 29, 2023**. Proposals received after the time specified may not be considered for award.

- B. Proposals shall be submitted electronically through a secure FTP site as follows:

Project Name	Third Party Administrator for Vehicular Liability, Workers’ Compensation and General Liability Claims; and Medical Review Services
Project Number	G23-7023-38B
Site URL	https://kcata.sharepoint.com/sites/FTP/pro/tpasvlc/SitePages/Home.aspx
Bidder Email	Bid_G23-7023-38B@kcata.org
Bidder Password	=bdzmT_b\$8 (Equals - bravo - delta - zulu - mike - TANGO - Underscore - bravo - Dollars - Eight)

- C. This site is not compatible with Firefox or Safari browsers. After accessing the SharePoint site, and when prompted, you must type in the email address that is provided (not your own) – you cannot use the hyperlink. Please note the “underscore” in the email. The complete password is comprised of the highlighted portion above.
- D. Proposals received via facsimile (fax), or electronic mail (email) will not be considered.

3.3 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 this RFP 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.

3.4 **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.

3.5 **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.

3.6 **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.

3.7 **Modification of Proposals**

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

3.8 **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.

3.9 **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.

3.10 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.

3.11 Requirements for Disadvantaged Business Enterprise (DBE), Minority-Owned Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Participation.

- A. Where applicable, references to Disadvantaged Business Enterprise (DBE) may be interchanged with Minority-Owned Business Enterprise (MBE) and/or Woman-Owned Business Enterprise (WBE).
- B. It is the policy of KCATA and the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBE'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 can compete fairly for DOT-assisted contracts.
 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law.
 4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility are permitted to participate as DBE's.
 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 6. To promote the use of DBEs 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.
- C. **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.
- D. This Contract is subject to the Requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. **There is a 0% DBE/or M/WBE goal established for this project.** Certified DBE firms are encouraged to submit proposals as prime or subcontractors. Firms must be certified as a DBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at www.modot.org/mrcc-directory. MBE and WBE certifications from other agencies will not be accepted.
- E. **DBE Certification.** DBE firms may participate as prime Contractors, subcontractors, or suppliers. KCATA will only recognize firms that are certified as DBEs/SBEs under the DOT guidelines found in 49 CFR Part 26. Firms must be certified as a DBE/SBE by a member of the Missouri Regional Certification Committee, which includes KCMO, MoDOT, City of St. Louis, Metro in St. Louis or KCATA. A list of certified firms may be found at <https://www.modot.org/mrcc-directory> located on MoDOT's website.
- F. **DBE Participation Credit.** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers. The following shall be credited towards achieving the goals, except as provided herein:
1. The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program. ***Under U.S. DOT DBE Program, DBE firms acting as Prime Contractors must perform a minimum of thirty percent (30%) of the project/contract value, including any amendments.*** There is no DBE or M/WBE goal established for this project.

2. The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
3. Subcontractor participation with a lower tier DBE subcontractor; and
4. Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
5. NO CREDIT, however, will be given for the following:
 - a. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 - b. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - c. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
 - d. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.
6. **Good Faith Efforts.** Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.
 - a. In evaluating good faith efforts, KCATA will consider whether the Proposer has performed the following, along with any other relevant factors:
 - 1) Soliciting through all reasonable and available means (e.g., attendance at pre-proposal conferences, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Copies of the solicitation efforts (dated facsimiles, advertisements, emails) must be submitted.
 - 2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4) Negotiating in good faith with interested DBEs.
 - 5) It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- 6) A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - 7) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - 8) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the KCATA or contractor.
 - 9) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - 10) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - 11) In determining if the Contractor did use good faith efforts in securing DBE Participation, KCATA may request copies of each DBE and non-DBE subcontractor quote in the event a non-DBE subcontractor was selected over a DBE for work on the contract.
7. **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation.** The Contractor is responsible for meeting or exceeding the DBE commitment it has proposed for the project and as amended by any previously approved Request for DBE Modification/Substitution. Any change orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
- a. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without KCATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - b. **Good Cause** - Good cause includes the following circumstances:
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or

- 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - 6) The DBE subcontractor is not a responsible contractor; or
 - 7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal.
 - 8) The listed DBE is ineligible to receive DBE credit for the type of work required.
 - 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
 - 10) Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.
- c. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - d. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

SECTION 4.
PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Introduction

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, well-written, and 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.

4.2 Proposal Format

- A. Volumes shall be submitted in the following order:
- Volume I: Price Proposal
 - Volume II: Technical Proposal
 - Volume III: Contractual Documents
- B. Proposers shall submit each Volume as a separate document in .pdf format. Each document is to be labeled with the volume number and the Proposer's name.
- C. Proposers will submit proposals using the secure FTP site provided in Section 3.
- D. **No Price Proposal information is to be included within Volumes II and III** (with exception to the pricing in Attachment C, "Letter of Intent to Subcontract with MBE/WBE" if applicable). Volumes I and III are not shared with the evaluation team.

4.3 Volume I – Price Proposal

- A. Proposers are asked to submit a Price Proposal (Attachment C) that includes all costs associated with the provision of the services as described in Section 2, "Scope of Services."
- B. The prices must be fair and reasonable and should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.
- C. The Price Proposal(s) shall be submitted in a separate PDF. **No price information is to be included in the Technical Proposal (Volume II).**
- D. Proposers may submit additional pages as necessary. Each additional page shall be labeled with the Proposer's Name and signed by the Authorized Representative.

4.4 Volume II - Technical Proposal

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet KCATA's requirements. Each technical proposal must be so specific, detailed, and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are

inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

1. Technical Proposal Page Limit.

- a. The technical proposal page limit is 25 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages. The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
- b. The following are excluded from the page count:
 1. Title Page
 2. Table of Contents
 3. Letter of Transmittal
 4. Tabs or Indices
 5. Additional lists of references
 6. Résumé/background information (please restrict to a maximum of three (3) pages per individual)
 7. Required forms such as Licenses, Certifications and Financial Data
- c. One page is defined as one side of a single, 8-1/2 x 11" page, with 11-point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g., graphics, charts). KCATA discourages the inclusion of marketing materials.

B. To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

1. Title Page

Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number, and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

The letter should be addressed to and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

- a. Identification of proposing firm(s), including name, address, telephone number(s) and email addresses of each subcontractor
- b. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable
- c. Name, title, address, telephone number and email address of the contact person for the project
- d. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified.

- e. Identification of parent or affiliated offices that will be available and/or necessary in serving KCATA's needs.
- f. Acknowledge receipt of addenda, if any.

4. Key Personnel Experience and Qualifications

- a. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national, and how long the firm has been in existence under current ownership/management.
- b. This section should demonstrate the Proposer's experience, skills, and qualifications of the Project Manager and other key personnel in processing TPA services for vehicular liability claims, workers' compensation claims, and other services listed in Section 2. Proposer should emphasize experience in meeting client goals, objectives, and schedules that are requested in the Scope of Services for this project. Describe direct experience. Detail any plans for services the Proposer will provide that are not specifically required in this RFP.
- c. Indicate the number of clients serviced by the firm. Of those clients, indicate how many are self-insured and how many use insurance companies. Also, list all public entities served by the office that will service KCATA.
- d. Provide resumes for the proposed account manager and other key personnel and discuss the unique qualifications these individuals bring to the project.
- e. The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable the KCATA to assess the quality of the offerors and subcontractors past performance. The referenced contracts shall be similar in scope, magnitude, and complexity to that contemplated in the RFP. The following information shall be included in each contract:
 - a. Name and address of contracting activity, state or local governments agency or commercial customer.
 - b. Contract type.
 - c. Contract value.
 - d. Brief description of services required under the contract, including performance location(s) and performance period.
 - e. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

5. Program Management

- a. Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule that includes:
 - 1. Management plan
 - 2. Personnel and staffing
 - 3. Reporting requirements
- b. Medicare Set-Aside Reporting

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

- c. Medical Bill Review (MBR) Services
 - 1. Fully document your formula, references for UCR calculations, and fees for repricing medical bills.
 - 2. Discuss your internal process for validating MBR payments in concert with utilization review approvals.
 - 3. Please indicate if you have the ability, and are willing, to “cap” large facility bills (>\$50,000) PPO percent of savings fees on a per-claim basis. If so, indicate the cap you are willing to accept.
 - 4. What is the name of your MBR vendor?
 - 5. What is the system platform used by your MBR vendor for repricing and clinical utilization?
 - 6. Do you include reductions due to full or partial duplicate bills/lines as savings?
 - 7. Specifically, how do you account for reconsiderations and appeals in your reported savings?
 - 8. What are your average savings per Missouri and Kansas excluding duplicates and requests for reconsideration?
 - 9. Is there any fee charged for reconsideration?
 - 10. Is there any fee for handling duplicates?
 - 11. Do you verify every component of the bill for accuracy?
 - 12. Do you conduct a complete review of every code and charge billed?
 - 13. Do you require an auditor to review and verify that all required documentation is provided along with the bill?
 - 14. How do you review for any issues of utilization control and compliance?
 - 15. Address how you Automate PPO processing including mosaic of networks and assigning PPOs based on jurisdiction, where appropriate, to allow for optimal additional savings?
 - 16. How do you determine the best PPO structure based on mosaic and assigning by state and how often is that reevaluated? Do you provide a report justifying your stacking methodology?
- d. RIMS System
 - 1. Provide detailed examples of output reporting and dashboard from your RMIS system.
 - 2. Address your clients’ ability to run ad hoc (SQL) reporting off all data fields, including payment data, without limitation.
- e. Preferred Provider Organizations (PPO)

List your PPO network matrix.
- f. Ancillary Services (DME, Imaging, Pharmacy Benefit Management)

Communicate your willingness to permit the unbundling of ancillary service

- g. Provide an organizational chart showing how the project will be staffed in all functional areas. Indicate the number of employees of each type. Indicate how the on-site staff will be supported by other regional or national staff and the reporting relationships between on-site staff and other firm management staff, if applicable.
 - h. Provide copies of your reserving philosophy, claims practices and standards. KCATA reserves the right to audit and approve office practices pertaining to this account.
 - i. Describe, in detail, how each adjuster's claim action plans are created and supervised.
 - j. Address your standard process for injured worker engagement and continued open communications.
 - k. Indicate how your firm is capable of interfacing with third parties such as 24/7 nurse triage and nurse case managers.
 - l. Detail your firm's contracted PPO networks and your ability and willingness to permit the Authority to create its own layering arrangement.
 - m. Provide comprehensive details of your managed care offerings.
 - n. As indicated in the statement of work, provide a thorough detailing of your medical bill review repricing strategy, edits, handling of duplicates and reconsiderations, and formulas for identifying cost savings and their resulting fees charged to your client.
 - o. Provide the Authority with your average medical bill cost savings below UCR for the State of Missouri as well as average net savings in Missouri from billed amounts.
 - p. Address if your firm solicits prompt pay discounts and how these discounts are calculated in net bill review savings.
 - q. Describe your willingness to cap large facility bill medical bill savings fees.
 - r. Indicate if you are willing to unbundle ancillary services permitting the Authority to choose its vendor(s) and their fee structures.
 - s. Describe in detail your firm's interface between its medical bill review and utilization review.
6. Functionality/Cyber Security
- a. Provide detailed plan and timeline for the electronic transition of historical claims data into the respondents RMIS system. Include how the data will be stored electronically and by hardcopy, including an archival system for retrieving closed files.
 - b. Describe the implementation process and timeline for the online claims system, including any special requirements for KCATA in terms of hardware or software.
 - c. Provide a list of the standard data fields that are available to the end user for producing reports in the online report/query processes. Include examples of any or all reports as described in the Scope of Services, Claims Data Management section. Indicate whether the reports can be produced by KCATA personnel or whether the reports require KCATA to order or request the reports from the respondent. If reports must be requested from the respondent, describe the process and timeline for receipt of requested reports. Describe flexibility in revising standard reports.
 - d. Explain whether the system provides alerts to notify changes such as newly opened claims, closed

claims, when reserve or payment thresholds are exceeded.

- e. Accounting. Identify and describe all the funding mechanisms, accounting requirements and accounting interfaces systems available to KCATA.
- f. Describe in detail your overall cyber security program.

7. Detailed Description of Services:

Provide a detailed description of all plans and services proposed, including but not limited to the following:

- a. Nurse Triage Service and management.
- b. Auto Liability claims investigation, management, and administration.
- c. WC claims investigation, management, and administration.
- d. Transitional Duty Program, administration, and management.
- e. Collection and preservation of information management and administration.
- f. Reporting and data collection for services.

8. Workers' Compensation.

- a. Please describe your claims' office's that would be supporting this account, experience with government clients; specifically, municipal organizations.
- b. Can the claims management information system's dashboard be customized?
- c. Can the dashboard contain medical payment data?
- d. Client Can Correct Limited Claim Information.
- e. Are third-party nurse case management reports incorporated into the claim file?
- f. What options for PBM vendor are available to the client?
- g. Who is your PBM provider(s)?
- h. Describe your proposed dedicated adjuster's understanding of the biopsychosocial pain management model dominate in the medical literature and medical treatment guidelines.
- i. Please present the resumes of the designated adjuster you propose for this account.
- j. Please present the resume of a designated liability adjuster who you propose would be assigned to this account.
- k. Identify the experience of this adjuster with transportation claims.
- l. Identify the experience of this adjuster with government clients.

9. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding firms that will perform a portion of the work.
 - 1. Company name
 - 2. Address

3. Contact person and title.
4. Telephone number, facsimile number, and email address
5. Indicate if an affiliate or subsidiary of another firm and provide details.
6. Date business was established and number of years under present ownership/management
7. Clearly state the services/role on this project
8. Resumes indicating experience, education, licenses, and certifications of key personnel that will be involved in this project.
9. Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.

- b. Include the following signed and dated certification statement:

"I certify that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFP. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to KCATA upon request."

10. **Exception and Omissions and Form of Contract.**

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

4.5 **Volume III – Contractual**

- A. **Financial Condition of the Firm.** In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contracted services in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its financial statements. The Proposer shall submit two (2) years of the firm's most recent audited financial statements. If audited statements are not available, please provide two (2) years of its most recent audited annual financial statements if available. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes.

Firms are encouraged to submit their financial information in a separate pdf and labeled Confidential.

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, status, and, if applicable, the

disposition.

C. **Proposer Status and Affirmative Action**

1. All firms (prime contractors, subcontractors, and suppliers) doing business with KCATA must complete a vendor registration process. KCATA uses a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. *Vendors that have previously registered with KCATA must now also complete the online process with updated information.* Vendors will only need to register once but will be required to submit updated certifications/affidavits on a regular basis.
2. To begin, you must set up an account at <https://kcata.diversitycompliance.com> where you will be given a temporary password. You will receive a confirmation email and be directed to change your password. You may follow the instruction guide to complete the process. B2GNow also conducts webinars that provide guided training on navigating the system and its available features.
3. Prime Consultants must complete the online Vendor Registration Questionnaire. Sub-consultants are encouraged to register to be included in notices of future solicitations.
4. Current IRS Form W9.
5. **Optional Documents.** Firms have the option to attach additional documents to the Questionnaire, including brochures, insurance certificates and bonds.
6. For questions on these requirements, or for assistance in completing the forms, please contact Maurice Gay, KCATA's DBE/Civil Rights Program Manager at (816) 346-0366 or via email at mgay@kcata.org.

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

1. **KCATA Affidavit of Civil Rights Compliance.** Contractors and subcontractors agree to comply with Federal Transit Law, specifically 49 U.S.C. 5332 which prohibits discrimination, including discrimination in employment and discrimination in business opportunity. This form is included as Attachment D. In lieu of this form, firms may submit a current certificate from another government agency verifying compliance with their Affirmative Action program.
2. **KCATA Workforce Analysis/EEO-1 Report.** Firms have the option of submitting KCATA's form (Attachment E-2) or a current EEO-1 Report that has been filed with another government agency.
3. **Employee Eligibility Verification**
 - a. In accordance with Section 285.500 RSMo, firms are required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services over \$5,000. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers.
 - b. The Proposer shall also affirm (Attachment F-1) that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). This form will need to be updated annually.
 - c. Acceptable proof of enrollment includes the E-Verify Memorandum of Understanding (MOU) – a valid, completed copy of the first page identifying the business entity and a valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security (DHS).

- d. The Proposer shall obtain this affidavit from its subcontractors at all tiers.
- e. This form is renewable annually.

4. Debarment

- a. 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.”
- b. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- c. The Proposer agrees to provide KCATA with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

5. Lobbying

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

4.6 Basis for Contract Award

- A. This is a “Best Value,” competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the Authority, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined, are more important than cost/price.

- B. KCATA may select, other than the lowest cost/price, a technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the Authority. However, the Authority will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.
- D. If in its best interest, KCATA reserves the right to make an award to more than one Proposer.

4.7 Proposal Evaluation Criteria

- A. Proposals will be evaluated by a Selection Committee based the following criteria which are listed in descending order of importance:
 - B. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether the proposal will meet KCATA's requirements. Each technical must be so specific, detailed, and complete as to clearly and fully demonstrate that the proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that "standard procedures will be employed" are inadequate to demonstrate how the proposer will comply with the requirements of this procurement.
 - C. Technical proposals will first be reviewed by KCATA for responsiveness. To be responsive, proposals must contain all required forms, meet the RFP requirements to KCATA's satisfaction, and provide the requested information. Failure to submit the required forms, meet the RFP requirements, or provide the requested information will cause the proposal to be deemed non-responsive.
 - D. Responsive proposals will be evaluated by the evaluation committee on the following criteria, listed in order of importance. Please see below the evaluation criteria:
 1. **Medical Bill Review PPO Network, Fees, and Savings Calculations.** Proposer's medical review process, costs, list of network providers, rates, fees and estimated savings, basis of savings, and other relevant information.
 2. **Price Proposal.**
 3. **WC/AL/GL Dedicated Adjuster Experience.** Proposer's claims adjusting experience, approach to adjusting claims, number and type of claims resolved by category, why your company can do it better, and other relevant information.
 4. **Transitional Duty Program Creation and Management.** Proposer's approach to its operation, management, job creation process, requirements from KCATA, expected benefits, cost and savings, and other relevant information.
 5. **Dynamics, Comprehensiveness, and User Friendliness of the RMIS.** Proposer's detailed description of the system, training manual and functionality, and other relevant information.
 6. **TPAs Cyber Security System.** Proposer's detailed description of the cloud system, functions, platform, backup, login type, plan in the event there is a breach, and other relevant information.

4.8 Presentations/Interviews/Written Responses

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. Interviews will be held virtually through Microsoft Teams.

4.9 Consultant Selection

- A. 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.

- B. If KCATA fails to reach an agreement with the top-ranked team, the KCATA may begin negotiations with the second ranked firm/team.

4.10 Contract Award

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

ATTACHMENT A
PROPOSAL SUBMITTAL CHECKLIST -- DOCUMENT/FORM REQUIREMENTS

The following forms are required to be submitted as part of the 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

- Volume I: Price Proposal
- Volume II: Technical Proposal
- Volume III: Contractual
 - ✓ Attachment D Affidavit of Civil Rights Compliance (for Prime and all Subcontractors)
 - ✓ Attachment E-2 KCATA EEO-1/Workforce Analysis Report (for Prime and Subcontractors)
 - ✓ Attachment F-1 Affidavit of Primary Participants Regarding Employee Eligibility Verification (Prime Contractor)
 - ✓ Attachment F-2 Affidavit of Lower-Tier Participants Regarding Employee Eligibility Verification, if applicable (Sub)
 - ✓ Attachment G-1 Certification of Primary Participant Regarding Debarment, Suspension (Prime Contractor)
 - ✓ Attachment G-2 Certification of Lower-Tier Participants Regarding Debarment, Suspension, if applicable (Subs)
 - ✓ Attachment H-1 Certification of Primary Participants Regarding Restrictions on Lobbying (Prime)
 - ✓ Attachment H-2 Certification of Lower-Tier Participants Regarding Restrictions on Lobbying, if applicable (Subs)
 - ✓ Attachment I Letter of Intent to Subcontract (for MBE/WBE Subcontractors only – signed by Prime and MBE/WBE)
 - ✓ Financial Statements for Past Two (2) Years (Prime Contractor Only)
 - ✓ Receipt of Addenda Form (if addendum issued as part of this RFP)

ATTACHMENT B
SAMPLE CONTRACT/TERMS AND CONDITIONS

THIS CONTRACT (the "Contract"), made and entered into as of the ____ day of _____, 2023, 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, 64108 and _____ ("**Contractor**"), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

The Contractor shall provide the services and deliverables consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____, entitled "Third-Party Administrator (TP A) Services for Vehicular Liability Claims, Workers' Compensation and General Claims, and Medical Bill Review Services (sometimes referred to as the "Project" or the "Work"), which is incorporated herein as Appendix B. The Contractor hereby agrees to provide the project management consulting services and deliverables as needed at the prices stated in Cost/Price Proposal attached hereto as Appendix D 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 three (3) years beginning _____, 2023 and expiring on _____, with two (2) one-year extension options. The services to be performed and deliverables to be provided shall commence upon receipt of a notice to proceed from the KCATA. Work in process prior to expiration of the contract agreement shall be completed and as construed by KCATA to be within the "contract term."

4. CONTRACT SUM.

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

Option years, if exercised, will be based on KCATA's needs and will be executed at pricing provided in appendix D.

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, scope of services, 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 Price Proposal; and
- E. KCATA's RFP and Scope of Services, including any attachments incorporated by reference.

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. KCATA Contract Terms and Conditions; and
- Appendix B. Scope of Services from KCATA's RFP; and
- Appendix C. Contractor's Proposal; and
- Appendix D. Price Proposal Submitted by Contractor dated _____.

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

**CONTRACTOR'S NAME
(CONTRACTOR)**

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

By _____
Name of Authorized Signer
Title of Authorized Signer

By _____
Melissa Bynum
Chair, KCATA Board of Commissioners

By _____
Samantha Overman
Assistant Secretary, KCATA Board of Commissioners

SAMPLE CONTRACT TERMS AND CONDITIONS

1. ACCEPTANCE OF SERVICES/DELIVERABLES – NO RELEASE

Acceptance of any portion of the services prior to final acceptance shall not release the Contractor from liability for faulty workmanship, or for failure to fully comply with all 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 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 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 the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

4. BANKRUPTCY

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

5. BREACH OF CONTRACT; REMEDIES

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

6. CHANGES

KCATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by KCATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written

modification. Any Contractor's claim for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Nothing in this clause shall excuse the Contractor from proceeding with this Contract as changed.

7. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C.

§ 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

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

8. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

9. CONTINUITY OF SERVICES

- A. The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon KCATA's written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. 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 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. DEBARMENT AND SUSPENSION CERTIFICATION

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

C.F.R. part 180.

- B. The Contractor, its principals, and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- C. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
- D. The Contractor agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

13. 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.

14. 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.

15. FORCE MAJEURE

- A. Both Parties shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("**Excusable Delays**") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; pandemic; national fuel shortage; acts of

war; terrorism; strikes; any acts, restrictions, regulations, by-laws; prohibitions or measures of any kind on the part of any KCATA; freight embargoes; delays of Contractor's suppliers for like causes; contractual acts of either Party or a material act of omission by either Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Contractor or KCATA. Contractor and KCATA shall use its best efforts to remove the cause of delay and resume work as soon as possible.

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

16. GENERAL PROVISIONS

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. INSURANCE

- A. The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth below, whichever is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability policies, shall name KCATA, its commissioners, officers, and employees as additional insureds. The insurance should be written with companies acceptable to KCATA and the companies should have a minimum A.M. Best's insurance rating of A-(VIII). An exception to the minimum A.M. Best rating is granted for Workers Compensation exposures insured through the Builders' Association of Self Insurance Fund (BASIF).
- B. The Contractor shall be required to furnish to KCATA certificates verifying the required insurance and relevant additional insured endorsements prior to execution of the Contract, and thereafter furnish the certificates on an annual basis. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:
 - 1. Contractual liability coverage is applicable; and
 - 2. The Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as Additional Insureds on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder and shall include a waiver of subrogation.**

- C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.
- D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice to KCATA in addition to the Named Insured (s) and that denial of coverage or voiding of the policy for failure of Contractor to comply with its terms shall not affect the interest of KCATA, its commissioners, officers and employees thereunder.
- E. The requirements for insurance coverage are separate and independent of any other provision hereunder.

1. **Worker's Compensation:**

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

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

2. **Commercial General Liability:**

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products and completed operations for at least two (2) years following project completion, or as otherwise noted. The policy(ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. The Contractor shall be responsible for all premiums associated with the requested policy(ies) and endorsements. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

3. **Auto Liability:**

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

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

4. **Professional Liability Insurance**

Professional Liability Limit: \$1,000,000 Each Claim
 \$1,000,000 Annual Aggregate

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

5. **Umbrella or Excess Liability**

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

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

6. Cyber Security Insurance \$10,000,000 Each occurrence

22. LIABILITY AND INDEMNIFICATION

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

B. **Subrogation.** Contractor, its agents, and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Agreement.

C. **Indemnification.**

1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Contractor shall also indemnify, hold harmless and defend the KCATA for any contractor or subcontractor action, tort, or violation of federal or state law or city ordinance.

2. In claims against any person or entity indemnified under this section, by an employee or Contractor, or anyone directly or indirectly employed by any of them, the subcontractor or sub-subcontractor indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing work under this Contract, Contractor shall promptly notify KCATA of such suit.

3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement. Under these circumstances, KCATA retains the right to recover all costs of defense from the Contractor.
4. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that all fees and expenses of such counsel shall be borne by Contractor. If KCATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. Contractor shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

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

23. LICENSING, LAWS, AND REGULATIONS

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

24. LOBBYING

- A. Pursuant to Public Law 104-65, the Proposer is required to certify that no Federal funds were used to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress or State legislature, an officer or employee of Congress or State legislature, or an employee of a member of Congress or State legislature regarding the project(s) included in this contract.
- B. Proposers who use non-Federal funds for lobbying on behalf of specific projects or proposals must submit disclosure documentation when these efforts are intended to influence the decisions of Federal officials. If applicable, Standard Form-LLL, "Disclosure Form to Report Lobbying", is required with the Proposer's first submission initiating the KCATA's consideration for a contract. Additionally, disclosure forms are required each calendar quarter following the first disclosure if there has been a material change in the status of the previous disclosure. A material change includes: 1) a cumulative increase of \$25,000 or more in the amount

paid or expected to be paid for influencing or attempting to influence a covered Federal action; 2) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or 3) a change in the officer(s) or employee(s) or Member(s) contacted to influence or attempt to influence a covered Federal action.

- C. The Proposer is required to obtain the same certification and disclosure from all subcontractors (at all tiers) when the Federal money involved in the subcontract is \$100,000 or more. Any disclosure forms received by the Proposer must be forwarded to the KCATA.

25. NOTIFICATION AND COMMUNICATION

- A. Communications regarding technical issues and activities of the project shall be exchanged with Patrick Hurley at phurley@kcata.org.
- B. Issues regarding the contract document, changes, amendments, etc. are the responsibility of KCATA's Procurement Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Laura Anderson, Buyer
 Kansas City Area Transportation Authority
 1350 East 17th Street
 Kansas City, MO 64108

If to Contractor: _____

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

26. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, 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 data produced by Contractor's software shall be transferred to KCATA at no cost, in a timely manner, and in the format required by KCATA to access and utilize the data.
- D. 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.
- E. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.
- F. 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.

- G. 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.

27. 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.

28. 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.

29. PROHIBITED WEAPONS AND MATERIALS

- A. Missouri Revised Statutes, Section 571.107 (RSMo §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, mace, or any instrument of any kind known as blackjack, billy club, club, sandbag, and metal knuckles.

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

30. 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, any local municipality, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the Contractor relating to its performance under this Contract.
- C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to include this clause in all subcontracts.

31. REQUESTS FOR PAYMENT

- A. Invoices requesting payment shall be submitted electronically to KCATA's dedicated Accounts Payable email at payme@kcata.org. All invoices shall be numbered, dated, and contain full descriptive information of services and materials furnished. All invoices and correspondence shall reference KCATA's internal FSM contract number, purchase order number. Supporting documentation to be attached to Contractor's invoice may include subcontractor or equipment invoices and receipts for eligible travel expenses. Contractor shall provide a breakout of employees, number of hours worked, rate of pay, overhead, and fee. This information shall also be provided for each subconsultant and include a copy of the subconsultant's invoice for the work performed.
- 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.

32 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.

33. 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.

34. 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.

35. 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 Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- D. **Subcontractor Payments.** See Requests for Payment Provisions.
- E. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
 2. Termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.
 3. The following provisions if included in this Contract:
 - Acceptance of Services/Deliverables – No Release
 - Agreement in Entirety
 - Assignment
 - Bankruptcy
 - Breach of Contract; Remedies
 - Changes
 - Civil Rights
 - Conflicts of Interest
 - Continuity of Services
 - Contractor’s Personnel
 - Contractor’s Responsibility
 - Debarment and Suspension
 - Employee Eligibility Verification
 - Force Majeure
 - General Provisions
 - 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
 - Record Retention and Access
 - Requests for Payment
 - Right to Offset
 - Seat Belt Use Policy
 - Severability
 - Subcontractors
 - Suspension of Work
 - Termination
 - Texting While Driving and Distracted Driving
 - Unavoidable Delays

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

36. 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.

37. TERMINATION

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

in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property or pay KCATA full market value of the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

38. 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.

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

Contractor Initials _____

KCATA Initials _____

KCATA Initials _____

**ATTACHMENT C
PRICE PROPOSAL RESPONSE FORM (PAGE 1 OF 3)**

**Third Party Administrator for Vehicular Liability Claims,
Workers' Compensation Claims, and General Liability Claims;
and Medical Review Services**

The proposer shall complete the attached pricing summary and provide firm, fixed pricing necessary to meet the requirements of the RFP. A detailed breakout for each category is attached, and they must be included as attachments in the Price Proposal submittal (Volume I). The quantities are estimates only and actual numbers may change.

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

PRICING SUMMARY				
	Year One	Year Two	Year Three	Total
Workers' Compensation				
Auto & General Liability				
Optional/Other Pricing				
TOTAL PRICE SUMMARY				

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposals and any subsequent Addenda. The Offeror shall immediately notify the KCATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual occurrences the Authority may experience during the contract period. Payments will be based on actual work performed at the rates quoted.
3. The undersigned agrees to perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the KCATA RFP. The rights and obligations of the parties to any resultant contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type/Print) _____ Date: _____

Address/City/State/Zip _____

Authorized Signature _____ Title _____

Name (Type/Print) _____

Telephone # _____ Email _____

**ATTACHMENT C
PRICE PROPOSAL RESPONSE FORM (PAGE 2 OF 3)**

COMPANY NAME: _____

WORKERS COMPENSATION					
Description	Estimated Quantities	Year One	Year Two	Year Three	Total
Medical Only Claim	69				
Indemnity Claim – Life of Claim	34				
Annual Administrative Fee	1				
RMIS System Access up to 5 users	1				
Set-up Fees	1				
Bank Account Fees	1				
Direct Online Claim Reporting through KCATA Incident Management Program	225 (WC/AL/GL)				
Claim Index Fee	103				
CMS Reporting	15				
MBR Percent of Savings as Calculated per the Scope of Work Incorporated herein	1864 Bills				
Fee per Claim for Reducing to FS/UCR	1864				
Subrogation Recovery (Non-litigated) Percentage of Recovery	N/A				
PPO Percent of Savings Cap Level	1864				
Transitional Duty Program Management	69				
Note: PBM Discount Schedule separately (AWP-X%+Fill Fee) for retail and home delivery, brand and generic	~100 Rx				
TOTAL WORKERS COMPENSATION					

**ATTACHMENT C
PRICE PROPOSAL RESPONSE FORM (PAGE 3 OF 3)**

COMPANY NAME: _____

AUTO AND GENERAL LIABILITY					
Description	Estimated Quantities	Year One	Year Two	Year Three	Total
General Liability	5				
Auto Liability	217				
Auto Liability Property Damage	30				
TOTAL AUTO & GENERAL LIABILITY					

OTHER REQUIRED PRICING

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

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
TOTAL OPTIONAL / REQUIRED PRICING			

ATTACHMENT D
AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE
(To Be Completed by Prime and Subs)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2023, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows: I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity complies with the following:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
1. **Race, Color, Creed, National Origin or Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 2. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commissioner (U.S.EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F. R. part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Affiant's Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2023.

Notary Public Signature

Date

My Commission expires: _____

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

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

A. RACIAL/ETHNIC

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

B. JOB CATEGORIES

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

ATTACHMENT E-2 --- KCATA WORK FORCE ANALYSIS/EEO-1 REPORT

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero. This form is also required for subcontractors and major suppliers on a project.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A-N
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior-Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															
PREVIOUS YEAR TOTAL															
TYPE OF BUSINESS	<input type="checkbox"/> Manufacturing		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Construction		<input type="checkbox"/> Regular Dealer		<input type="checkbox"/> Selling Agent		<input type="checkbox"/> Service Establishment			<input type="checkbox"/> Other	

Signature of Certifying Official

Company Name

Printed Name and Title

Address/City/State/Zip Code

Date Submitted

Telephone Number/Fax Number

**ATTACHMENT F-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 _____, 2023, 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 _____, 2023.

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, 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 _____, 2023.

Notary Public

My Commission expires: _____

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

**ATTACHMENT G-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 G-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 H-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 _____ 2023.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT H-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 _____, 2023.

By _____
Signature of Authorized Official

Title of Authorized Official

ATTACHMENT I
LETTER OF INTENT TO SUBCONTRACT
(To be completed for Each MBE or WBE Subcontractor on Project)

KCATA RFP #G23-7023-38B – Third Party Administrator Services

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“MBE/WBE 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 the MBE/WBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

ANTICIPATED CONTRACT AWARD AMOUNT FOR THIS FIRM: \$ _____

MBE/WBE Subcontractor is currently certified in accordance with KCATA’s WBE/WBE Policy to perform in the capacities indicated herein as indicated in the current certificate from a Certifying Agency submitted with this proposal. Prime Contractor agrees to utilize the MBE/WBE Subcontractor in the capacities indicated herein, and MBE/WBE 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: MBE/WBE Subcontractor	
_____ Print Name		_____ Print Name	
_____ Title	_____ Date	_____ Title	_____ Date