
KANSAS CITY AREA TRANSPORTATION AUTHORITY
Procurement Department
1350 East 17th Street
Kansas City, MO 64108

Request for Proposals

Proposal #11-7003-28

**Employee Benefits Insurance Brokerage
& Consulting Services**

Date: March 6, 2011

Contact: Denise Bradshaw
Contracting/Supplier Diversity Coordinator

Telephone: (816) 346-0224

Fax: (816) 346-0336

Email: dbradshaw@kcata.org

March 6, 2011

Proposal #11-7003-28

Employee Benefits Insurance Brokerage & Consulting Services

NOTICE OF REQUEST FOR PROPOSALS (RFP)

The Kansas City Area Transportation Authority (KCATA) is a bi-state agency offering mass transit service within the greater Kansas City metropolitan area. KCATA is requesting proposals from qualified firms to provide consulting/brokerage services for KCATA's Employee Benefits Program. The term of the contract will be for five (5) years with two (2) options of one (1) year each, for a potential total term of seven (7) years.

Proposals must be received with all required submittals as stated in the RFP, no later than 2:00 p.m. CDT on March 29, 2011. Please reference RFP #11-7003-28 on the submittal cover. 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 must be addressed and delivered to KCATA at the following address. This is also the address to be used for all communication in connection with this RFP:

Kansas City Area Transportation Authority
Attn: Denise Bradshaw
Procurement Department
1350 East 17th Street
Kansas City, Missouri 64108

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

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may communicate about this RFP with any KCATA employee or KCATA Commissioner until the Notice of Intent to Award is issued. Any questions or requests for clarification are due from Proposers before 10:00 a.m. CDT on March 15, 2011 and must be submitted in writing to Ms. Bradshaw. If required, KCATA's response to these submissions will be in the form of an Addendum.

Etta J. Jackson
Director of Procurement

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NO PROPOSAL REPLY FORM

**RFP 11-7003-28
Employee Benefits Insurance Brokerage and Consulting Services**

To assist KCATA in obtaining good competition on its Request for Proposals, we ask that if you received an invitation but do not wish to propose, please state the reason(s) below and return this form to Denise Bradshaw, Procurement Department, KCATA, 1350 East 17th Street, Kansas City, MO 64108, fax (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

**RFP #11-7003-28
EMPLOYEE BENEFITS INSURANCE BROKERAGE
AND CONSULTING SERVICES**

SECTION 1. PROPOSAL CALENDAR

Proposal Advertisement.....	March 6, 2011
Proposal Issue.....	March 6, 2011
Questions and Requests for Clarification Due from Proposers	March 15, 2011 10:00 a.m.
KCATA’s Response to Questions and Clarifications.....	March 22, 2011
RFP Closes	March 29, 2011 2:00 p.m.
Interviews (Tentative).....	April 7, 2011
Contract Award (Tentative).....	May 1, 2011

SECTION 2. SCOPE OF SERVICES

2.1 Background

- A. The Kansas City Area Transportation Authority provides public transportation for the metropolitan Kansas City area and is a bi-state agency created by a compact between the states of Missouri and Kansas. As a political sub-division, the Authority is exempt from sales taxes.
- B. Although the Authority owns multiple facilities and properties, all employees are based at the central complex at 17th Street and Forest in Kansas City, Missouri.
- C. Benefits are provided to salaried employees based on the Salaried Personnel Policy and can be changed from time-to-time.
- D. Benefits required to be provided to union employees are negotiated between the Authority and the Amalgamated Transit Union, Local 1287. Premium splits between the Authority and employees are governed by the labor contract. Currently, the Authority is paying approximately 80% of health care premiums for full-time union employees.
- E. The Authority only has a few contract employees. Benefits are generally not provided to contract employees, but may be provided based on negotiations between the employee and the Authority. Historically, it has been rare to provide benefits to contract employees.
- F. In addition to Authority provided benefits, some voluntary products are available for employees to purchase with premiums withheld out of bi-weekly paychecks.
- G. Authority retirees under the age of sixty-five are entitled to health insurance coverage under the same terms as active employees. The Authority currently pays 90% of the premium for the pensioner's own coverage.
- H. Employees are allowed to opt out of Authority provided health care coverage, and if they can provide proof of outside coverage, they receive a cash reimbursement of the amount the Authority pays for the employee only coverage.
- I. The Authority's 2011 budget includes the following number of employees by classification:

	Salaried	Union	Total
Full-time Employees	118	561	679
Part-time Employees	0	118	118
<i>Sub-total</i>	<i>118</i>	<i>679</i>	<i>797</i>
Contract Employees	2	0	2
<i>Total Employees</i>	<i>120</i>	<i>679</i>	<i>799</i>

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

Full-time employees	562
Part-time employees	4
Retirees under 65	37
Retirees over 65	4
COBRA	2
<i>Total 2011 Enrollment</i>	<i>609</i>

The average enrolled employee membership by employee status for 2010 is as follows:

Active	1,297
Retirees under 65	57
Retirees over 65	4
COBRA	1
<i>Total</i>	1,359

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

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

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

2.2 **Scope of Services**

A. Definitions

1. Standard Commissions are generally calculated as a percentage of the premium amount charged by the insurer and paid by the policyholder.
2. Contingent Commissions are also referred to as additional compensation, administrative management fees, and bonuses, and are generally paid by insurers and calculated as a function of either:
 - a. The volume of business placed by the Broker with the insurer (placing business with the carrier);
 - b. Profitability goals set by the insurance company and achieved by the Broker (total business with the carrier); or,
 - c. Some combination of both volume and underwriting profitability.

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

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

Benefit	Current Provider	Service Inception	Estimated 2011 Amount
Health and COBRA	BCBS	2006	\$8,143,413
Dental	Delta Dental	1998	\$ 294,807
Life Insurance (basic coverage provided by ATA)	The Hartford	2005	\$ 26,333
Supplemental Life Insurance (available for employee buy up)			\$ 120,837
Accidental Death & Dismemberment			\$ 1,420
Short-term Disability (indemnity provided by ATA)			\$ 90,962
Short-term Disability (available for employee buy up)			\$ 85,020
Long-term Disability (optional)			\$ 77,045
Section 125 Flexible Spending Accounts (available for employee participation with minimum enrollment requirement)	Marshall & Ilsley	2005	\$ 3,600
Employee Assistance Program	New Directions Behavioral Health	2001	\$ 15,429

D. If most advantageous to KCATA, it is anticipated that the Authority will enter into an umbrella contract that will include the following two components:

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

2.3 Required Annual Services (Fixed Fee Contract)

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

- D. Assist the Authority in establishing objectives, strategies and benchmarks for employee benefits, and continually develop and refine benefit strategies to meet employees' needs and the Authority's objectives in a cost effective manner.
- E. Each year, the strategy should include the consideration of alternative health care plans aimed at improving employee's preventive care and overall health, and reducing the cost of providing health care coverage. Such strategies should consider, but not be limited to, self-insurance, consumer driven plans, HSAs, on-site health clinic, separating services for individual quotes (i.e., prescriptions) , and other innovative trends in plan design.
- F. Advise the Authority of new developments, regulations, products, and trends within and affecting the employee benefits area.

Insurance Coverage

1. Prepare specifications and Requests for Proposals (RFP's) for all lines of benefit coverage within the Broker's responsibility with direction and review from KCATA staff. Includes projecting rates and gathering data in preparation of renewal negotiations, obtaining competitive quotes and proposals, reviewing, analyzing and presenting proposals to KCATA, and negotiating with potential carriers on rates and plan design.
2. Act as liaison between the Authority, insurance companies and managed care organizations, for the benefit of the Authority.
 - a. Obtain quarterly utilization information from carriers, and if not already provided by carriers, prepare a quarterly analysis, or as often as requested, of claims and utilization information, identifying KCATA trends, comparing to benchmarks, carrier averages, etc. Comparative information should be provided for the same quarter a year earlier, year-to-date for previous three years, and full year information for previous three years. Health care information should be provided with usage in frequency and dollar value for total plan, by gender, by active employees versus retirees, by age group, by employee member and dependent member, by type of medical service, etc. The five top medical conditions in frequency and also in dollar value should be identified. Other information and breakdowns that the broker and carrier deems important should be included. Identify plan design features leading to unexpected or expensive results; and
 - b. Arrange for insurers or TPA to be included in a minimum of quarterly meetings with KCATA to review the reports.
3. Facilitate quarterly meetings and communications between KCATA's staff, insurance committee, and health insurance carrier.
4. Verify policy terms, conditions, language, form, compliance with regulatory requirements and consistency with expiring policy as needed, including determining gaps and overlaps in coverage.
5. Provide quarterly disclosure of all standard and contingent commissions, bonuses, and other incentives received by the broker from KCATA's insurance carriers and service providers.
6. Send client publications to members of KCATA's staff insurance committee.

7. Recommend integrated programs, action plans, educational information and wellness programs to address concerns in trends and high usage areas.
8. Recommend or develop employee communications and education on specific areas of health concerns and high utilization.
9. Provide advice and support as directed by the Authority.
10. Identify ineffective benefit structure and plan design and suggest designs that would provide greater benefits to employees with little to no cost increase.
11. Act as consumer advocate with the carriers as specific claim or administrative issues arise.
12. Provide fully executed contracts and agreements to KCATA Human Resources Department within thirty days of receipt.
13. Maintain files and records pertinent to KCATA benefit offerings, vendors obligations and agreements, and loss ratio data.

G. Open Enrollment

1. Assist in the planning, staffing and execution of annual open enrollments, including employee informational meetings.
2. Prepare and mail accurate, clear and complete open enrollment employee benefit brochures.
3. Participate in the upgrade of KCATA open enrollment activities by assisting in the development and implementation of a web-based open enrollment system. KCATA currently uses Benergy software for this activity. Benergy is provided by the current broker. Advise KCATA as to whether your firm has the same or similar software, and assess the difficulty in migration to different software. Any system proposed must interface with Lawson.

H. Annual Employee Wellness Program

1. After reviewing utilization data for high frequency and dollar value areas, assist KCATA in developing an annual program and long-term strategy/program to improve employees' health and knowledge of preventive measures and disease management overall, but particularly in areas of high utilization and concern.
2. Assist in the planning, staffing and execution of annual health fairs to maximize employee participation and to address areas of health concern.
3. Recommend and solicit resources for use in the Authority's wellness program, health fair, and regular employee health screenings.
4. Assist in development of education material and make the broker's existing educational material available to KCATA employees.

- I. Review services provided by the third party administrator of the flexible spending accounts and analyze costs for KCATA and employees. Obtain quotes for service and negotiate contracts that are cost effective for employees and KCATA.

- J. Alert KCATA to changes in regulatory and compliance issues. Prepare reports and governmental filings or review those prepared by others.
- K. Provide KCATA with other broker information and communication such as newsletters, brochures, web information, etc. that will keep KCATA abreast of trends, marketplace developments, and regulatory alerts.
- L. Provide COBRA administration services.

2.4 Sample On-call Services (IDIQ Work Order Contracts)

Work orders could include services such as:

- A. Audit KCATA's health insurance program to determine its compliance with healthcare reform and prepare a report indentifying areas where the Authority is in compliance, not in compliance, or partially in compliance. For areas not yet in full compliance, the report should give a full explanation of the deficiency with an action plan for the Authority to become compliant.
- B. Evaluate KCATA's benefits plans to determine if they are competitive with other employers to attract and retain competent, professional employees.
- C. Assist KCATA in labor negotiations by projecting cost impacts with varying changes in plan design.
- D. Evaluate KCATA's employee recruiting and selection process to determine if changes could result in a healthier workforce while remaining in compliance with employment laws.
- E. Audit KCATA's internal administration of benefits to determine its strengths and deficiencies to assure accuracy, timeliness, and efficiency.
- F. Develop and distribute employee total compensation statements.
- G. Other analysis, evaluations, re-structuring, actuarial, benchmarking consulting service in all areas of employee benefits.
- H. Evaluate fees to employees associated with KCATA's 457 deferred compensation program, and if appropriate, negotiate a reduced fee structure with the current two providers. Determine if a third provider in the 457 program would be beneficial to employees, and if so, solicit interested providers, evaluate, make a recommendation to KCATA, and negotiate a contract.

2.5 Broker Qualifications

- A. KCATA encourages proposals from all insurance brokers meeting or exceeding the following minimum qualifications:
 1. Licensed as an insurance broker in the State of Missouri and Kansas.
 2. Five years experience as a business.
 3. Experience in providing brokerage services similar to those outlined above.
 4. Experienced with transit authorities or other public entities with annual benefit premiums in excess of \$8,000,000.
 5. Annual health insurance lines premium volume of \$10,000,000 or greater.

6. Experience with vendors capable of providing electronic enrollments, billing, and reports.
- B. Firms will be evaluated based on the above criteria, including information that will be submitted in the Proposer Questionnaire (Attachment C).

2.6 Broker Compensation

- A. The contract with the broker/consultant will be structured with two parts:
 1. Required broker and consulting services will be paid on either;
 - a) A commission basis,
 - b) On an annual fixed fee basis with fee paid quarterly directly by the Authority with no commissions or incentives directly related to KCATA's business paid to the broker from insurance carriers, or
 - c) A combination of the two.
 2. On-call broker and consulting services that will be optional for the Authority under what is labeled a Task Order or Indefinite Delivery /Indefinite Quantity (IDIQ) arrangement whereby the broker will have expertise and services available when and if the Authority determines a particular service is desirable. The contract with the broker will include a not-to-exceed amount for the total of such IDIQ services, and hourly or standard rates for the broker, but no guarantee that the on-call services will be used. When the Authority desires an on-call service, a scope of service and fee will be negotiated, and upon reaching agreement, a work order will be issued by the Authority to the broker with the scope of work and fee.
- B. Sources of compensation, including but not limited to standard and contingent commissions received by the Broker/Consultant in connection with KCATA's account must be disclosed.

SECTION 3. PROPOSAL INSTRUCTIONS

3.1 General Information

- A. The terms “solicitation” and “Request for Proposals (RFP)” are used interchangeably, and the terms “offer” and “proposal” are used interchangeably.
- B. Interested firms may submit proposals until proposal closing at 2:00 p.m. CDT on March 29, 2011. Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. Proposals must be delivered or mailed to KCATA’s Procurement Department at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between Proposers and KCATA, such as requests for information, clarification of specifications, etc., such communication shall be forwarded in writing directly to Denise Bradshaw, Contracting/Supplier Diversity Coordinator. Electronic comments, questions and requests for clarification should be sent to Ms. Bradshaw via email at dbradshaw@kcata.org and the subject line should read “RFP #11-7003-28 Employee Benefits Consultant/Broker.”
- D. Submitting a proposal constitutes a firm offer to KCATA for ninety (90) days from the closing date.
- E. KCATA is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal.

3.2 Reservations

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

3.3 Proposer’s Responsibilities

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

3.4 Authorization to Propose

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

3.5 Withdrawal & Incomplete Proposals

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

3.6 Modification of Proposals

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

3.7 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 holidays 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 the KCATA Director of Procurement, no later than five (5) days before the proposal 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 KCATA's Director of Procurement, no later than five (5) days after the proposal 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 General Manager within five (5) days from the date from the Director of Procurement's response.
- C. KCATA's General Manager will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The General Manager's response will be provided within ten (10) days after receipt of the request. The General Manager'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. Proposers should be aware of the Federal Transit Administration's protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F, dated November 1, 2008). 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) days after the date the protester learned or should have learned of an adverse decision by the KCATA or other basis of appeal to FTA. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, and Kansas City, MO, 64106.

3.8 Disclosure of Proprietary Information.

- A. A Proposer may restrict the disclosure of information that is protected from public disclosure by law, which is contained in the proposals 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 in a different color paper than the paper which the remainder of the proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.
- B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, 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.

SECTION 4. PROPOSAL SUBMISSION, EVALUATION AND AWARD

4.1 Proposal Copies

The proposal package shall contain an original and six (6) full, complete, and exact copies of the proposal. The sealed package should be clearly labeled “RFP #11-7003-28 Employee Benefits Insurance Broker & Consulting Services.”

4.2 Proposal Format

- A. The proposal (including the Proposer Questionnaire) page limit is 25 pages. The Proposer may choose to allocate pages between any of the criteria as long as the proposal does not exceed 25 pages.
- B. Lengthy narrative is discouraged; presentations should be brief, concise and to the point and not include extraneous or unnecessarily elaborate promotional material.

4.3 Proposal Content

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet KCATA’s requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or attest that “standard procedures will be employed” are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.
- B. To achieve a uniform review process and obtain the maximum degree of compatibility, proposals must be organized as follows:
 - 1. Title Page
 - 2. Table of Contents
 - 3. Letter of Transmittal
 - 4. Proposer Questionnaire
 - 5. Cost Proposal
 - 6. Financial Condition of the Firm
 - 7. Subcontractor Utilization Plan
 - 8. Exceptions, Omissions and Form of Contract
 - 9. Disclosure of Investigations/Actions
 - 10. Debarment
 - 11. Lobbying
 - 12. Employee Eligibility Verification
 - 13. Proposer Status and Affirmative Action

C. Content shall include the following:

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

Insert a complete Table of Contents that identifies materials by Sections 1-13 (in the order listed above) and by sequential page number.

3. Letter of Transmittal

The letter should be addressed to Etta J. Jackson, Director of Procurement, and signed by a corporate officer with authority to bind the firm. The letter must contain the following:

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

4. Proposer Questionnaire

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

5. Cost Proposal

- a. This section should disclose all charges to be assessed the KCATA for the Scope of Work and for potential on-call services. Follow the format presented in Attachment D.
- b. For the Flat Fee Cost Proposal, the Broker/Consultants' only permitted source of income, revenue or compensation earned or received in connection with KCATA's account is the annual total fixed flat fee paid by KCATA.
- c. For the commission based cost proposal, provide the Authority with the percentage of premium commissions paid by the insurers or service providers.

6. Financial Condition of the Firm. In this section the Proposer must provide information demonstrating that Proposer has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit KCATA to inspect and examine its

financial statements. Upon request, the Proposer shall submit two (2) years of its most recent audited financial statements.

7. Subcontractor Utilization Plan.

- a. Subcontractors must be approved by KCATA prior to contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
- Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details
 - Date business was established and number of years under present ownership/management
 - Services to be performed on this project
 - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
 - Provide up to five (5) 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.”

8. Exceptions, Omissions and Form of Contract

- a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
- b. Omissions. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed performance of the contract, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The Proposer should clearly identify any omissions to the requirements set forth in the RFP.
- c. Sample Contract and Conditions. In addition to carefully reading all of the information in the RFP, the Proposer must carefully read and review the attached sample contract (Attachment A). The successful Proposer will be required to enter into a contract with KCATA, which will be substantially similar to the sample provided. Therefore, the Proposer must submit any proposed changes to the sample contract with the proposal. Any requested changes must be made legibly and conspicuously. Page(s) on which the change(s) appear must be tabbed so as to be easily identified. The Proposer must also provide the rationale for any requested changes. If no changes are requested, the Proposer will be deemed to have accepted the sample contract language. If the Proposer requests changes, such requests will be considered in any negotiations with the KCATA. Failure to reach an agreement may result in KCATA pursuing negotiations with the second ranked Proposer.

9. Disclosure of Investigations/Actions. Proposer must provide a detailed description of any investigation or litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, the disposition.

10. 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.

11. 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.

12. Employee Eligibility Verification

- a. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.
- b. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

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

13. Proposer Status and Affirmative Action

- a. All firms doing business with the KCATA must be a registered vendor, and must be in compliance with the Authority's EEO and Affirmative Action requirements. Firms may be considered for certification by the KCATA for such compliance by completing the information required in the Vendor Registration Form (Attachment E). However, firms that are currently in compliance need not duplicate this information. Please contact KCATA's Procurement Department at (816) 346-0254 to verify affirmative action compliance status.
- b. The FTA's EEO Program objectives are to ensure that FTA applicants, recipients, subrecipients, contractors and/or subcontractors (which include all businesses wishing to do business with KCATA) abide by Federal Transit Laws, 49 U.S.C. 5332(b).
- c. Firms that do not have a current Affirmative Action compliance certification with the KCATA must submit the following documents:
 - i. A copy of its current Affirmative Action Program and/or Policy statement and a completed Workforce Analysis Report (Attachment F-1). Form AA1 or EEO-1 may be substituted.
 - ii. A current certificate of Affirmative Action compliance from a local government agency may be submitted in lieu of a program or policy statement.
 - iii. A letter requesting exemption from filing an Affirmative Action Program if your firm has twenty-five (25) or fewer employees. A signed, notarized letter on company letterhead listing the employees, their race, gender, job title and annual salary must be submitted.
- d. For questions on these requirements, or assistance in completing the forms, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224.

4.4 Basis for Contract Award

- A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if made, 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. For this procurement, all qualitative technical evaluation factors other than cost/price, when combined, may be significantly more important than cost/price.
- B. KCATA may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. KCATA is more concerned with obtaining a benefits broker with extensive knowledge and experience in varied benefits structure in order to provide the best value to KCATA and consulting services 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 advised 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 are technically equivalent, then cost/price becomes more important and may be the deciding factor.

4.5 Proposal Evaluation Criteria

Proposals will be evaluated by the evaluation committee on the basis of the following criteria. Technical factors and price are weighted equally.

A. Proposer's Experience and Expertise. This factor includes:

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

B. Performance Record. This factor includes:

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

C. Project Approach and Project Organization. This factor includes:

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

D. Proposal Merit. This factor includes:

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

E. Cost/Price. Proposals will only be evaluated for the Offerors with the highest rated technical proposals and will include:

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

4.6 **Interviews/Best and Final Offer**

- A. Written and/or oral discussions may be conducted with proposers within the competitive range. Proposers within the competitive range may also be invited to interviews with the evaluation committee concerning its proposal.
- B. The competitive range shall be determined on the basis of the evaluation criteria and shall include all proposals that have a reasonable chance of being selected for award.
- C. Offerors within the competitive range may be asked to submit their best and final offer.

ATTACHMENT A.

**SAMPLE CONTRACT #11-7003-28
FOR EMPLOYEE BENEFITS INSURANCE BROKER
AND CONSULTING SERVICES**

THIS CONTRACT, made and entered into as of the ____ day of _____ 2011, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and _____ (**Consultant**), 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 Consultant agree as follows:

1. EMPLOYMENT OF CONSULTANT.

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

2. SCOPE OF CONTRACT.

The Consultant shall provide the products, equipment, materials and/or work services, including on-call services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated _____ entitled _____ (sometimes referred to as the “project”, the “Project”, the “Services” or the “work”). The Consultant hereby agrees to provide _____ for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

3. WORK ORDER.

At any time during the Term KCATA may negotiate with the Consultant a Work Order (WO) describing the nature of one or more specific tasks, the cost framework to be used by the Consultant and any other information relating to the WO or other work. Based on the offer received, KCATA may negotiate with Consultant regarding the specific tasks and price. Upon acceptance of the offer by KCATA, there shall exist a binding obligation between Consultant and KCATA pursuant to the terms of this Agreement and the WO regarding the Services.

4. TERM.

The term of this Contract shall be for ____ year(s) beginning _____ and expiring on _____. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided as provided in the Contract.

5. CONTRACT SUM.

The KCATA shall pay the Contractor in current funds for the performance of the Services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any KCATA authorized additions or deductions by “Change Orders” as provided in this Contract. The funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$). A breakdown of the Contract Sum is provided in the cost proposal of the Contractor, a copy of which is attached hereto as Appendix C and hereby incorporated herein by reference (“Cost Proposal”).

6. MISCELLANEOUS PROVISIONS.

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

- Appendix A. Contract Conditions; and
- Appendix B. Scope of Services; and
- Appendix C. Cost Proposal for Required Services, and
- Appendix C-1. Cost Proposal for On-Call Services, and
- Appendix D. Key Personnel and Approved Subconsultants.

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

(CONSULTANT)

By _____
Name _____
Title _____

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

By _____
Etta J. Jackson
Director of Procurement

CONTRACT CONDITIONS

1. AGREEMENT IN ENTIRETY

This Contract represents the entire and integrated Contract 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.

2. 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 thereto. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of any permitted assignee and their respective successors, permitted assigns and legal representatives.

3. 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 of this Contract. 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.

4. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with the 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.

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.

5. CHANGES

KCATA at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this Agreement. 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 cost of, or the time required for performance of this Agreement, whether changed or not changed by such order, an equitable adjustment in the Contract Sum 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 Agreement as changed.

6. CIVIL RIGHTS

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 American 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, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor,” 49 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), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. 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, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In the event of the Contractor’s non-compliance with nondiscrimination provisions of this Contract, KCATA shall impose such sanctions as it, the U.S. Department of Transportation, or the City of Kansas City, Missouri, may determine to be appropriate including, but not limited to withholding of payments to the Contractor under this Contract until the Contractor complies, and/or cancellation, termination, or suspension of the Contract, in whole or in part.

C. American with Disabilities Act. 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. Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. 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 (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49CFR 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.

7. CONFLICTS OF INTEREST

The Contractor certifies that it has no known 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 supplying products, equipment or materials, or in performing work, under this Contract.

8. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its reasonable best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

9. CONTRACTOR'S PERSONNEL

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

10. CONTRACTOR'S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail that goes to make any services, products, equipment or materials 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 products, equipment, materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company. In the case of the replacement of a subcontractor, the Contractor shall, within five (5) days, notify KCATA in writing of the replacement and provide name, address, telephone number, and the type of service.

11. DEBARMENT AND SUSPENSION CERTIFICATION

The Contractor 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". 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. 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.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A.** This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 10.2 percent. A separate contract goal has not been established for this procurement.
- B.** This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as KCATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- C.** The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment from that work from the KCATA. In addition, the Contractor may not hold retainage from its subcontractors.
- D.** The Contractor must promptly notify KCATA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of KCATA

13. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Contract. Notwithstanding any concurrence provided by the Federal government in or approval of any solicitation, subagreement, or third party contract, the Federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party contractor, lessee, or other participant at any tier of the project.

14. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Contract shall be decided by KCATA's Director of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the KCATA 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 KCATA General Manager, with a copy to the KCATA Director of Procurement. The determination of such appeal by the KCATA General Manager 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 KCATA Director of Procurement's decision.

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 the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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.

15. EMPLOYEE ELIGIBILITY VERIFICATION

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 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.

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.

16. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

17. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this Contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contract, the government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal government deems appropriate.

18. 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, except those pertaining to conflicts of laws. 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.

19. 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.

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions.

21. INDEPENDENT CONTRACTOR

The parties hereto 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.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the Services under this Contract in an orderly, timely, and efficient manner, consistent with professional skill, care and the orderly progress of the Project.

22. INSURANCE

The insurance required under the purchase order or 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 contractual liability insurance as applicable to the Contractor's obligations under the Liability and Indemnification section below. All policies, except Professional Liability and Workers Compensation policies, shall name the KCATA, its commissioners, officers and employees as additional insureds. The policies shall provide coverage applicable to the operations of KCATA. Explosion, collapse and underground coverage shall not be excluded. The insurance should be written with companies acceptable to the 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 Self Insurance Fund (BASIF) or Missouri Employers Mutual Insurance Company.

The Contractor shall be required to furnish to KCATA copies of required insurance policies and relevant additional insured endorsements of insurance prior to issuance of the KCATA purchase order or execution of the contract. If copies of the required insurance policies or endorsements are not then available, the Contractor shall be required to furnish certificates of insurance prior to execution of the contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by KCATA. The certificates (with the exception of Professional Liability and Workers Compensation coverage) shall specifically state that:

A. Contractual liability coverage is applicable.

- B.** 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.*

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.

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 by certified mail 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.

The requirements for insurance coverage are separate and independent of any other provision under the KCATA purchase order or the contract.

The requirements for insurance coverage are separate and independent of any other provision hereunder.

C. Worker's Compensation and Employers Liability:

Workers Compensation:	Statutory
Employer's Liability Limit:	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 worker's 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 Contract.

D. Commercial General Liability

Bodily Injury and Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Annual Aggregate

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. The policy (ies) shall name as an additional insured, in connection with Contractor's activities, the KCATA, its commissioners, officers, and employees. Using ISO Form CG 20 10 11 85 (or OCG20 26 0704 in the case of a Blanket Endorsement), or such other additional insured forms acceptable to KCATA. The Insurer(s) shall agree that its policy (ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance KCATA may have.

E. 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's 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.

F. Professional Liability Insurance:

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

Where applicable, the Contractor shall obtain Professional Liability Insurance Covering any damages caused by an error, omission or any negligent acts of the contractor or its employees with regard to performance under this Contract.

23. LIABILITY AND INDEMNIFICATION

- A. **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any products, equipment or materials provided or services rendered under this Contract.
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, officers and employees arising out of the use of KCATA's premises (including any equipment) by any party in performance of this Contract.
- C. **Indemnification.** 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 attorneys' 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, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

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

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. KCATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the 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.

24. LICENSING, LAWS AND REGULATIONS

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.

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.

25. LOBBYING RESTRICTIONS

Pursuant to Public Law 104-65, the Contractor is required to certify, and does hereby so 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, an officer or employee of Congress, or an employee of a member of Congress regarding obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractors 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 Contractor's first submission initiating 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.

Contractor 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 such disclosure forms received by the Contractor must be forwarded to KCATA.

26. NOTIFICATION AND COMMUNICATION

Communications regarding technical issues and activities of the project shall be exchanged with KCATA's (title).

Issues regarding the Contract, 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 by mailing the same postage prepaid, addressed to the following:

If to KCATA: Etta J. Jackson, Director of Procurement
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

If to Contractor: Name: _____
Company: _____
Address: _____

27. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

All reports, programs, documentation, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Services to be performed by Contractor shall be and are the property of KCATA, and shall be identified in an appropriate manner by a title containing KCATA's name and address. KCATA shall be entitled access to and copies of these materials during the progress of the work.

Any such material remaining in the possession or under the control of the Contractor or in the possession or under the control 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 materials. The Contractor may retain a copy of all materials produced under this Contract for its own internal use.

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 Scope of Services set forth in this Contract. Access to or 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.

Each tangible product resulting from Service performed under this Contract shall be labeled with information stating that the project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration.

28. PRIVACY ACT REQUIREMENTS

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. Contractor agrees to obtain KCATA's express consent before operating a system of records on behalf of KCATA.

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 this Contract.

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 this Contract.

29. PROHIBITED INTERESTS

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 therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

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.

30. PROHIBITED WEAPONS AND MATERIALS

Missouri Revised Statutes, 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 on.

No weapon, including firearms concealed or not, 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 in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

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 in its sole discretion.

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 ATA 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.

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.

31. RECORD RETENTION AND ACCESS

The Contractor agrees that, during the course of this Contract and any extensions thereof, and for three (3) years thereafter, it will maintain intact and readily accessible to the KCATA all data, documents, reports, records, contracts, and supporting materials relating to this Contract. 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.

The Contractor shall permit KCATA, the Secretary of Transportation, the Comptroller General of the United States, and representatives of KCATA participating communities, 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.

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.

32. REQUESTS FOR PAYMENT

Invoices requesting payment shall be submitted directly to KCATA's Procurement Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of products, equipment, materials, work or services furnished. All invoices and correspondence shall reference KCATA's Purchase Order number. Separate invoices shall be submitted for each purchase order or work (task) order.

Contracts containing subcontractors shall provide a detailed breakout by prime, majority subcontractor(s) and/or DBE Subcontractor(s) on each invoice submitted for payment. Invoice shall contain a summary section which shows current payment and cumulative. KCATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of a good faith effort may result in the termination of this Contract.

Payment 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 products, equipment, materials or 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.

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.

33. RIGHT TO OFFSET

KCATA, without waiver or limitation of any rights, may deduct from any amounts due Contractor in connection with this Contract, 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.

34. SEVERABILITY

If any clause or provision of this Contract is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Contract that is illegal, invalid, or unenforceable, there shall be added as a part of this Contract, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

35. SUBCONTRACTORS

A. Subcontractors. 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 on an Appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA in its sole discretion. Contractor shall be solely responsible for reimbursing any subcontractors or service firms, and KCATA shall have no obligation to them, provided KCATA has accepted and reimbursed Contractor for the subcontractors' or service firms' work. If Contractor fails to reimburse subcontractors or service firms after receiving reimbursement from KCATA for the subcontractors' or service firms' work, KCATA reserves the right to directly reimburse the subcontractor or service firm and withhold such payments directly from any future payments to Contractor, any retainage held by KCATA on this Contract, or draw down on any letter of credit provided in lieu of retainage under this Contract. KCATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. A breakdown of all payments to subcontractors shall be included with Contractor's payment requests submitted to KCATA.

B. Adequate Provision(s) in Subcontract(s). Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete contract. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
3. The following provisions if included in this Contract:

- ADA Access Requirements
- Agreement in Entirety
- Assignment
- Bankruptcy
- Breach of Contract; Remedies
- Changes
- Civil Rights
- Conflicts of Interest
- Continuity of Services
- Contractor's Personnel
- Contractor's Responsibility
- Debarment and Suspension
- Disadvantaged Business Enterprises

Disclaimer of Federal Government Obligations or Liability
Dispute Resolution
Employee Eligibility Verification
Federal Changes
Fraud and False or Fraudulent Statements or Related Acts
Governing Law: Choice of Judicial Forum
Headings
Incorporation of FTA Terms
Independent Contractor
Insurance
Laws and Regulations
Liability and Indemnification
Lobbying Restrictions
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
Severability
Suspension of Work
Taxpayer Identification Number (TIN)
Termination
General Provisions

The Contractor will take such action with respect to any subcontractor or procurements as KCATA or the U.S. Department of Transportation may direct as means of enforcing such provisions.

36. SUSPENSION OF WORK

KCATA may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the services under this Contract for the period of time that KCATA determines appropriate for the convenience of KCATA.

37. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

By execution of this Contract, the Contractor certifies the accuracy of the above TIN for IRS reporting purposes.

38. 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 Sum for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract. If the Contractor has any property in its possession or under its control belonging to the KCATA, the Contractor will account for same, and dispose of it in the manner the KCATA directs.
- 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 this Contract in accordance with other provisions of this Contract.
- C. Termination for Default [Breach or Cause].** If the Contractor does not deliver products, equipment, materials or supplies in accordance with the contract delivery schedule, or if the Contract is for work or services, and the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any

other provisions of this Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for products, equipment, materials or supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in this Contract.

If the termination is for failure of the Contractor to fulfill the project contract obligations, KCATA may complete the project in question 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 the project, 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 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 Contract, 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 Contract.

- 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, 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 work or 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.

39. GENERAL PROVISIONS

- A. No Third Party Beneficiaries.** The parties do not intend to confer any benefit hereunder on any person, firm or entity other than the parties hereto.
- B. Extensions of Time.** No extension of time for performance of any Contractor obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- C. Binding Effect.** This Contract shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- D. 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.
- E. 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.

F. 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.

G. 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

H. 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.

I. 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.

J. Survival. In addition to any provisions expressly stated to survive termination of this Contract, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

K. Authority of Signatories. Any person executing this Contract in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

Contractor's Initials _____

KCATA's Initials _____

**ATTACHMENT B
PROPOSAL CHECKLIST FORM**

Listed below are all documents that are required to be submitted as part of a response to this Request for Proposals (RFP).

- Technical Proposal
- Proposer Questionnaire (Attachment C)
- Cost Proposal (Attachment D)
- Vendor Registration Form (Attachment E)
- Work Force Analysis Report Form (Attachment F-2; Unless Already on File with KCATA)
- Affidavit of Primary Participants Regarding Employee Eligibility Verification (Primary and Lower-Tier) Form (Attachments G-1 and G-2) G-2 Lower Tier Affidavit is to be completed by sub-contractor(s).
- Certification of Debarment (Primary and Lower-Tier) Form (Attachments H-1 and H-2). H-2 Lower Tier Certification is to be completed by sub-contractor(s).
- Certification of Lobbying (Primary and Lower-Tier) Form (Attachment I-1 and I-2). I-2 Lower Tier Certification is to be completed by sub-contractor(s).
- Receipt of Addenda Form (if issued)
- Audited Financial Statements for Past Two Years (upon request)

**ATTACHMENT C
PROPOSER QUESTIONNAIRE**

Instructions

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

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

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

1. Proposer Background Information

A. Name of Firm _____

Address _____

Telephone _____ Fax _____ Tax ID _____

Contact Name and Title _____ Email _____

Date Submitting Office was Established _____ State of Incorporation _____

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

List of Officers (Name and Title).

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

Head Office Location _____ Number of Offices in United States _____

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

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

1. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

2. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

3. Name _____ Relationship to Proposer _____

Address _____ # of Years in Service _____

**PROPOSER QUESTIONNAIRE
(PAGE 2)**

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

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

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

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

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

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

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

**PROPOSER QUESTIONNAIRE
(PAGE 3)**

Company Name _____ Contact _____

Telephone _____ Fax _____ Email _____

Approximate Annual Premium _____ Services Provided _____

Contract Start Date _____ Contract End Date (if applicable) _____

Company Name _____ Contact _____

Telephone _____ Fax _____ Email _____

Approximate Annual Premium _____ Services Provided _____

Contract Start Date _____ Contract End Date (if applicable) _____

2. Management and Staff Capabilities

A. Provide information on account executive(s) and support staff that you propose assigning to service this account. Attach resumes of the account executive(s) and any backup staff you plan to use in servicing the account and include the following:

1. Name
2. Title
3. Location of Office (Indicate Whether Local or Otherwise)
4. Number of Years in This Capacity
5. Educational Background
6. General Professional Experience, Expertise and Qualifications
7. Professional Experience in Servicing Public Transportation or Public Entities such as State and Local Governments
8. State the Brokers Health & Life Licenses Which are Held Individually

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

C. Provide an organizational chart identifying title and number of staff available in all functional areas of this proposal.

D. What, if any, value added services can you provide that are not specifically required in this RFP?

E. Information Technology Services

1. Describe your commitment to keeping pace with technological advances.
2. How will your information technology capabilities directly benefit KCATA?
3. Describe how your company communicates and shares information electronically.

**PROPOSER QUESTIONNAIRE
(PAGE 4)**

3. Financial Responsibility & Performance

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

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

This information may be submitted in a separate, sealed envelope marked "Confidential."

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

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

**PROPOSER QUESTIONNAIRE
(PAGE 5)**

4. Compensation

- A. Describe your preferred method of compensation for your services. Discuss how your method of compensation will be transparent and reported to KCATA (including Form 5500). Does your company accept any carrier “overrides?”
- B. If on a commission basis, would your company be taking any form of compensation beyond the commission built into KCATA’s premium rates? If selected, what are your methods of disclosing compensation to KCATA (including Form 5500) and the frequency of that disclosure?
- C. State the level of incentives received from the carriers and how this may result in lower premiums to KCATA.

5. Expertise

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

**ATTACHMENT D
COST PROPOSAL
(Page 1 of 3)**

A. REQUIRED SERVICES COST PROPOSAL (FLAT FEE)

Quote an annual total flat fee for completing all requirements outlined in the Scope of Work. This total flat fee shall be inclusive of all expenses and costs, including direct labor, overhead and profit. Reference Section 2.3 of the RFP.

Term	Quarterly Service Fee	Annual Service Fee
May 1, 2011 through April 30, 2012	\$	\$
May 1, 2012 through April 30, 2013	\$	\$
May 1, 2013 through April 30, 2014	\$	\$
May 1, 2014 through April 30, 2015	\$	\$
May 1, 2015 through April 30, 2016	\$	\$
May 1, 2016 through April 30, 2017 (Option Year 1)	\$	\$
May 1, 2017 through April 30, 2018 (Option Year 2)	\$	\$
TOTAL FLAT FEE		\$

**ATTACHMENT D
COST PROPOSAL
(Page 2 of 3)**

B. REQUIRED SERVICES COST PROPOSAL (PERCENTAGE OF PREMIUM)

Quote a percentage of commissions that may or may not be added to KCATA's premium and paid by the insurer or service provider, based in whole or in part on KCATA's premium.

TERM	Commissions Percentage		Total Commissions Percentage
	Added to Premium	Not Added to Premium	
May 1, 2011 through April 30, 2012	%	%	%
May 1, 2012 through April 30, 2013	%	%	%
May 1, 2013 through April 30, 2014	%	%	%
May 1, 2014 through April 30, 2015	%	%	%
May 1, 2015 through April 30, 2016	%	%	%
May 1, 2016 through April 30, 2017 (Option Year 1)	%	%	%
May 1, 2017 through April 30, 2018 (Option Year 2)	%	%	%

**ATTACHMENT D.
COST PROPOSAL
(Page 3 of 3)**

C. ON-CALL COST PROPOSAL (LABOR HOUR)

Reference Section 2.4.G. Provide fully loaded hourly rates by position for other analyses, evaluations, restructuring, actuarial, benchmarking, and consulting services in all areas of employee benefits. Provide rates for each of the seven (7) contract years. Proposers must provide position titles and fully inclusive blended rates.

Please provide this information on company letterhead with signature, date and title of person authorized to contract on behalf of the firm.

* * * * *

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services requested and proposed and certifies that Offeror has read, understands and agrees to all terms, conditions and requirements of this proposal and is authorized to contract on behalf of the firm named herein.

Company Name _____ Federal Tax ID _____

Address _____

Telephone _____ Fax _____ Email _____

Print Name _____ Title _____

Signature _____ Date _____



ATTACHMENT E Vendor Registration Application

REVISION INITIAL

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

Thank you for your interest in doing business with the Kansas City Area Transportation Authority. To be placed on the KCATA Registered Vendors List for goods and services, please complete this form in its entirety and return it to the KCATA Procurement Department. Submittal of this registration form will place your company on the KCATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. Current business opportunities can be found in the "Doing Business with KCATA" section of our website, www.kcata.org.

Legal Entity Name:		Phone:	
Doing Business As:		Toll-free Phone:	
Physical Address:		Fax:	
City:		Email:	
State:	Zip:	Website:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	

Mailing Address:		Phone:	
City:		Fax:	
State:	Zip:	Comments:	

Business Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other (Explain) _____	
If Incorporated, in Which State:		Federal Tax ID No:	
Years in Business:		Years in Business Under Current Name:	

Annual Gross Receipts:	<input type="checkbox"/> Less than \$250,000	<input type="checkbox"/> \$250,000 to \$ 500,000	<input type="checkbox"/> \$500,000 to 1 Million
	<input type="checkbox"/> \$1 Million to 5 Million	<input type="checkbox"/> \$5 Million to 10 Million	<input type="checkbox"/> More than 10 Million

Standard Invoice Terms:	Due Days	Discount Days	Percent

Identify the goods or services you are interested in providing to KCATA:

NAICS CODE(S):		SIC CODE(S):	
NAICS CODE(S):		SIC CODE(S):	

Identify number of personnel employed by the company in the following categories:							
Administrative	Sales	Management	Construction	Manufacturing	Consulting	Other (Specify)	
1. Does your firm have a written Affirmative Action Plan? If YES, submit a copy.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
2. Does your firm have a current Certificate of Compliance that has been issued by a governmental agency? If YES, submit in lieu of an Affirmative Action Plan.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
3. Does your firm have twenty-five (25) or fewer employees? If YES, submit a notarized letter requesting exemption from preparation of a written Affirmative Action Plan and list all employees by name, race, sex, job position and salary range.					<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
4. Is your firm a Disadvantaged Business Enterprise (DBE) within the meaning of the following definition?					<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<p>Definition of Disadvantaged Business Enterprise: For-profit small business concern which 1) is at least 51 percent owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners. REF: 29 CRF 26</p> <p>For questions regarding DBE/Affirmative Action, please contact the Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at dbradshaw@kcata.org.</p>							
<p>WORKER ELIGIBILITY AFFIDAVIT: As required by §285.500 RSMo, et seq., any business contracting to perform work in excess of \$5,000 for the KCATA shall provide a sworn affidavit affirming: (1) its enrollment and participation in a Federal work authorization program such as E-Verify, accompanied by corresponding documentation to evidence its enrollment in that program; and (2) that it does not knowingly employ any person who does not have the legal right or authorization under Federal law to work in the United States.</p>							
<p>CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Kansas City Area Transportation Authority or declared ineligible to participate in federally funded projects.</p>							
Signature			Date				
Printed Name			Title				
<p>Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108 Fax: (816) 346-0336 or email: proc@kcata.org</p>							

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION CERTIFICATION PROCESS**

Dear Prospective Vendor:

Thank you for your interest in doing business with the Kansas City Area Transportation Authority (KCATA). To become a qualified vendor with the KCATA, your company must comply with all applicable Federal Affirmative Action and Equal Employment Opportunity requirements.

To receive Affirmative Action compliance certification, which will make your company a qualified vendor, please complete the enclosed **Vendor Registration Form**, if one has not already been submitted, and include the following documents to the KCATA's Procurement Office:

1. A written Affirmative Action plan in accordance with the following list of component parts.
 - Utilization analysis by race, sex and national origin, including workforce analysis (see form AA1 or an EEO-1 report may be substituted), and availability analysis (workforce statistics of your SMSA population area). This information must be updated annually;
 - Statement of policy, specific and detailed percentage and numerical goals with timetables and programs of affirmative action for correcting any underutilization of affected classes of persons or lack of full equal Employment opportunity;
 - An assessment of present employment practices regarding recruitment, selection, salaries, promotion, termination and other conditions of employment by race, sex and national origin in order to further assist in the identification of problem areas and corrective actions;
 - Designation of specific personnel and their responsibilities for implementing and maintaining adherence to the equal employment opportunity program; dissemination of the equal employment opportunity policy as well as appropriate elements of the equal employment opportunity program to all personnel, applicants and to the general public; and
 - An internal monitoring and reporting system for assessing accomplishments of the EEO program, particularly the goals and timetables of that program, and for revising that program as necessary.
 - All data submitted must reflect current year figures.
2. In lieu of an Affirmative Action Plan, a current Letter or Certificate of Compliance issued by another governmental agency that has reviewed and approved your Affirmative Action plan.
3. A current Workforce Analysis Form (enclosed).
4. A formal request for exemption from #1 and #2 above, if your firm has twenty-five (25) or fewer employees. This request, submitted on company letterhead, must list all employees, their job positions, race, gender, and salary ranges. **The document must be notarized.**

If you have any questions or would like assistance from our DBE Officer, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or FAX: (816) 346-0336.

SAMPLE LETTER OF EXEMPTION FROM AFFIRMATIVE ACTION PLAN SUBMITTAL

Date

Ms. Denise Bradshaw
Contracting/Supplier Diversity Coordinator
Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108

Dear Ms. Bradshaw:

(Company Name) has _____ employees and is hereby requesting exemption from submitting a written Affirmative Action Plan.

Listed below are the individuals working for (Company Name).

Name	Job Title	Gender	Race	Salary Range

Sincerely,

(Company Representative)
(Title)

NOTE: This statement must be submitted on company letterhead and notarized.

**ATTACHMENT F-1
GUIDELINES FOR WORKFORCE ANALYSIS**

Form AA1, Part 1

DEFINITIONS:

RACIAL/ETHNIC

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

JOB CATEGORIES

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

Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.
Enter the appropriate figures on all lines and in all columns. All blank spaces will be considered zero.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														Total Col A-N
	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

Printed Name and Title

Date Submitted

Company Name

Address/City/State/Zip Code

Telephone Number/Fax Number

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

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2011, 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 _____, 2011

Notary Public

My Commission expires: _____

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

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

STATE OF _____

COUNTY OF _____

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

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

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

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

Affiant's signature

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public

My Commission expires: _____

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

ATTACHMENT 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 2011.

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2011.

By _____
Signature of Authorized Official

Title of Authorized Official

**ATTACHMENT I-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 proposal 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**ATTACHMENT I-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 proposal, 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 proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**ATTACHMENT J.
PROPOSED VENDOR LIST
PROPOSAL #11-7003-28
FOR EMPLOYEE BENEFITS CONSULTANT/BROKER**

Amy Dickinson
McDaniel-Hazley Group
1100 Main Street, Suite 1850
Kansas City, MO 64105
(816) 531-7500
(816) 531-7503 fax
AmyDickinson@mhgins.com

Karen Daugherty
Mercer
2405 Grand Boulevard
Kansas City, MO 64108
(816) 556-4808
(816) 556-4848 fax
Karen.daugherty@mercerc.com

Patrick Meyers, Sr. Vice President
Lockton Companies, LLC
444 W. 47th Street, Suite 900
Kansas City, MO 64112
(816) 960-9000
(816) 960-9099 fax
pmeyers@lockton.com

Jess Knoth
Wells Fargo Insurance Company
9393 W. 110th Street, Suite 350
Overland Park, KS 66210-2186
(913) 234-7714
(913) 451-3792 fax
Jess.knoth@wellsfargo.com

Tim O'Donnell
Haas & Wilkerson
4300 Shawnee Mission Parkway
Fairway, KS 66205
(913) 676-9271
(913) 432-6159
Tim.odonnell@hwins.com

Matt McInness
McInness Group, Inc.
5201 Johnson Drive, Suite 100
Mission, KS 66205
(913) 831-0999 X 1232
(913) 831-2333 fax
matt@mcinnessgroup.com

Sandra Sampson
Hays Companies, LLC
920 Main Street, Suite 2100
Kansas City, MO 64105
(816) 474-3535
(816) 842-5975 fax
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