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**Kansas City Area Transportation Authority  
PROCUREMENT DEPARTMENT  
1350 East 17th Street  
Kansas City, Missouri 64108**

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Request for Proposals

Proposal #16-8001-32

Property & Casualty Insurance Broker Consultant

Date: January 28, 2016

Contact: Tamika McDonald, Buyer

Telephone Number: (816) 346-0283

FAX Number: (816) 346-0336

E-Mail: [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org)

January 28, 2016

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**Proposal #16-8001-32  
For Property & Casualty Insurance Broker Consultant**

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 individuals and firms to provide property and casualty insurance broker consulting. Proposers must meet all licensing and education requirements for their profession.

The term of the contract will be for five (5) years. It is anticipated that the start date of any contract awarded will be April 2016.

A pre-proposal conference is scheduled for **Tuesday, February 4, 2016 at 3:00 p.m.** Central Time in KCATA's Building 1 Large Conference Room, 1350 East 17<sup>th</sup> Street, Kansas City, Missouri, 64108.

Questions (technical, contractual, or administrative) must be directed in writing to Tamika McDonald at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org). Questions and requests for clarification will be received until **2:00 p.m. on February 8, 2016**. If required, KCATA's response to these submissions will be in the form of an Addendum.

Proposals must be received with all required submittals as stated in the RFP, no later than **11:00 a.m. CDT on February 18, 2016**. Please reference **RFP #16-8001-32** on the submittal cover. Proposals received after the time and date specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

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: Tamika McDonald, Buyer  
Procurement Department  
1350 East 17<sup>th</sup> Street  
Kansas City, Missouri 64108  
(816) 346-0283 -- Telephone  
(816) 346-0336 -- Facsimile  
tmcdonald@kcata.org -- Email

Submission of a proposal shall constitute a firm offer to the KCATA for ninety (90) days from the date of RFP closing. This RFP does not commit the KCATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

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 contact through any means, or engage in any discussion concerning the award of this contract with any member of the KCATA's Board of Commissioners or any employee of KCATA during the period beginning on the date of proposal issue and ending on the date of the selection of the Contractor. Any such contact would be grounds for disqualification of the proposer. Contact with KCATA Procurement staff during such time period must be limited to site visits, technical questions, and discussions leading to Best and Final Offers (BAFOs).

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**NO PROPOSAL REPLY FORM**

**PROPOSAL #16-8001-32**

**FOR PROPERTY/CASUALTY INSURANCE BROKER CONSULTANT**

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 Tamika McDonald, Procurement Department, KCATA, 1350 East 17<sup>th</sup> Street, Kansas City, MO 64108, fax (816) 346-0336 or via email at [tmcDonald@kcata.org](mailto:tmcDonald@kcata.org).

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

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

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

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

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\_\_\_ 3. We do not feel we can be competitive.

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

\_\_\_ 5. Other: \_\_\_\_\_

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

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

**SECTION 1. PROJECTED PROPOSAL CALENDAR**

RFP Advertised and Issued..... January 28, 2016

Pre-Proposal Conference..... February 4, 2016  
3:00PM  
..... KCATA Building 1, Large Conference Room  
..... 1350 East 17<sup>th</sup> Street  
..... Kansas City, MO 64108

Questions, Comments and Requests for Clarification Due to KCATA..... February 8, 2016  
2:00PM  
KCATA's Procurement Department

KCATA Issues Responses to Questions, Clarifications and Comments ..... February 11, 2016

RFP Closing..... February 18, 2016  
11:00 a.m.  
..... KCATA Building 1, Large Conference Room  
..... 1350 East 17<sup>th</sup> Street  
..... Kansas City, MO 64108

Interviews (Tentative)..... February 25 and 26, 2016

Notice of Intent to Award (Tentative) ..... March 2016

Contract Award (Tentative)..... March 2016

## SECTION 2. SCOPE OF SERVICES

The Kansas City Area Transportation authority (KCATA) is seeking qualified individual(s) or firm(s) with the following minimum qualifications to provide comprehensive property & casualty insurance broker consultant services.

### Property & Casualty Insurance Broker Consultant Services

- Licensed as an insurance broker in the States of Missouri and Kansas
- Five (5) years of experience as a business
- Experience with transit authorities or public entities with an annual premium in excess of \$500,000
- Experience in providing broker consultant services similar to those outlined in the Request for Proposal
- Annual commercial lines premium volume of \$2,000,000 or greater

The term of this agreement shall be for a period of five (5 years) anticipated to begin April 2016.

### **2.1 Background Information**

The Kansas City Area Transportation Authority provides public transportation for the greater metropolitan Kansas City area and is a bi-state agency created by a compact between the States of Missouri and Kansas, and approved by the United States Congress. The compact was authorized by legislation passed in both states in 1965. The compact defines the Kansas City Area Transportation District as the counties of Cass, Clay, Jackson, and Platt in Missouri; Johnson, Leavenworth, and Wyandotte in Kansas. The Authority's jurisdiction is limited to these seven counties.

A Board of Commissioners governs the affairs of the Authority. The Board includes five commissioners from Missouri and five from Kansas. The Commissioners serve four-year terms, with two term limits.

The KCATA Share-A-Fare is a Missouri Nonprofit Public Benefit Corporation. Share-A-Fare contracts with outside vendors to provide transportation for the elderly and disabled. Vendors are required to carry workers' compensation, general liability and auto liability insurance.

The Chief Executive Officer (CEO) is responsible for the operation of the Authority and is accountable to the Board of Commissioners. The selection of an insurance broker consultant will require Board approval. The approval process includes Staff submission of a recommendation to the Board of Commissioners for their consideration and vote after evaluations have been conducted for responsive and responsible proposers.

The Authority staffed a full-time Risk Manager from July 1979 to October 2003 reporting to the Director of Human Resources. The Risk Manager was responsible for developing and administering risk management and loss prevention programs; initiating policies to comply with safety legislation and industry practices; and researching and reporting on the most cost effective plans to minimize asset liability. The Director of Transportation and Director of Maintenance were responsible for acting as the liaison to the authorized treating physician, third party administrator, attorney's and employees, investigating any incidences that may result in asset loss. As a result of the additional responsibilities being placed on the Director of Transportation and Director of Maintenance the Authority decided to re-engineer the risk management function in July of 2003 and developed a Loss Prevention and Control Department (LP&C) consisting of a new full-time position titled, "Manager of Loss Prevention and Control". At the same time the Safety Officer/Workers' Compensation Officer position of the Transportation Department was reclassified into a full-time Safety Officer position (including workers' compensation) and transferred to the LP&C. A Manager of Loss Prevention and Control was hired in August of 2003 and a Safety Officer was hired in September of 2003. In October of 2003 Kansas City Missouri passed a 3/8 of a cent sales tax, which assisted in budgeting for a reclassified Risk Analyst position replacing the eliminated Risk Manager position. A full-time Risk Analyst was hired in March of 2004. On May 28, 2004 the Human Resources Program Manager for the drug and alcohol testing program terminated employment with the Authority. As a result this program was transferred to LP&C and the Risk Analyst title was reclassified to Risk Analyst/Program Manager. These

additional responsibilities include random, reasonable suspicion, post-accident, return-to-duty, and follow up drug and alcohol testing. Pre-employment drug testing would continue to be administered in the Human Resources Department. In August of 2008, the Environmental Compliance Program administered by the Maintenance Department was transferred to LP&C administered by the Safety Officer. In February of 2014, LP&C was moved to the Finance Department. In January 2015, a Safety, Training and Service Quality Division was developed and moved to the Operations. Department with a Sr. Manager of Safety, Training and Service Quality reporting to the COO. In May of 2015, a Safety, Security, and Risk Management Department was created with a Chief Safety Officer reporting to the Sr. VP of Operations/COO and a dotted line to the President/CEO for MAP 21 purposes.

A. Named Insured: Kansas City Area Transportation Authority (“KCATA” or “Authority”) and KCATA Share-A-Fare  
1350 E. 17<sup>th</sup> Street, Kansas City, MO 64108 and  
1200 E. 18<sup>th</sup> Street, Kansas City, MO 64108

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

C. Census - Number of Full Time Equivalent Employees:

Union Bus Operators	469
Union Maintenance	149
Union Administration	30
<u>Salaried Administration</u>	<u>166</u>
<b>TOTAL</b>	<b>814</b>

D. Property Valuation: KCATA currently owns and operates a fleet of 283 rolling stock vehicles with an actual cash value of \$37,707,301 and 65 non-revenue and service vehicles valued at \$1,486,172. KCATA owns and operates 22 buildings and structures valued at \$49,852,041. In addition KCATA owns inland marine personal property with an actual cash value of \$12,495,110. (Appendix A).

E. Workers Compensation  
Payroll: 2014: \$32,486,898 Missouri (Appendix B-1)  
2014: \$1,234,932 Kansas (Appendix B-2)

F. Financials: 2014 Audited Financial Statement (Appendix C)

G. Third Party Administration: Auto Liability, General Liability and Workers Compensation Claims are handled by Thomas McGee, the Authority's Third Party Administrator since 2007. (Appendix D-1, D-2, D-3)

H. Services Offered: See binder titled, “max Kansas City Area Transportation Authority” (Appendix E)

I. Risk Management: KCATA employs a full time Chief Safety Officer, Risk Manager, and Risk Analyst dedicated to preserving the assets of the authority.

J. Contract Review: Contract review and administration is handled by the Procurement Department with input provided by the Safety, Security & Risk Management Department regarding the appropriate insurance and indemnification language. Certificate



review is administered by the Procurement Department, in conjunction with SS&RM.

- K. Insurance Renewals: The Board of Commissioners for KCATA must approve all renewals with premiums in excess of \$100,000 (see Process for Insurance Renewals – Appendix F). It is vital that the marketing analysis and written proposal response be available for full disclosure at least ninety (90) days prior to renewal (see Policy Digest – Appendix G). The Board of Commissioners meets monthly, usually the 3rd Wednesday, to conduct KCATA business.
- L. Actuarial Valuations: Auto Liability, General Liability, Workers’ Compensation, and Vanpool liability loss runs (Appendix D-1, D-2, and D-4) are provided to the actuarial consultant along with an Exposures and Total Cost of Risk report (Appendix H) to assist in preparing the loss reserve and funding analysis report.

## **2.2 Scope of Services: Property and Casualty Broker Consultant Services**

The Kansas City Area Transportation Authority will retain broker consultant upon the terms and conditions negotiated for final agreement to perform certain work and services on the assignment(s). A list of service categories and the services to be performed by the broker consultant for the scope-of-work categories are set forth in the Scope of Services attached hereto as Attachment A and incorporated herein by this reference. The fee structure for these proposed services is set forth in Attachment B. A Broker Consultant Pre-Qualification Questionnaire is set forth in Attachment C and applicants are required to complete parts A and B of Attachment C.

Broker consultant are encouraged to present submissions, which represent strengths and capabilities for part, or all, of the services needed to enable KCATA to manage its risk exposures in a comprehensive manner.

- A. **Service Categories:** The following are categories of services sought by KCATA. Each service category proposal will be reviewed and evaluated using the selection criteria herein.

KCATA requests broker consultant services for the following exposures, as outlined in the Policy Digest. (See Appendix G)

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

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

- A. Licensed as an insurance broker in the State of Missouri and Kansas
- B. Five years of experience as a business
- C. Demonstrated experience with transit authorities or public entities with an annual premium in excess of \$500,000
- D. Experience in providing broker consultant services similar to those outlined in the Request for Proposal
- E. Annual commercial lines premium volume of \$2,000,000 or greater

**B. Scope of Work**

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

1. Risk Control. Provide resources to assist KCATA in development and maintenance of a comprehensive risk control program which will grow with the activation of new work projects developed in the transit plans including but not limited to regional bus transportation systems and the streetcar.
2. Risk Financing. Provide support to KCATA in development and maintenance of risk financing plans that enable KCATA to succeed in its over-all financial planning and budgeting. Coordinate with actuarial consultant efforts and provide comprehensive information on market conditions and trends. Support innovative design of and alternatives for most cost effective risk financing methods.
3. Marketing. In conjunction with KCATA Safety, Security & Risk Management Department, organize, develop and present to underwriters, all necessary data for marketing of KCATA's risk finance plans. Review the marketing plan documents with KCATA Safety, Security & Risk Management Department for approval to proceed prior to going to the market. Negotiate and present to KCATA, best risk finance / insurance policy terms, conditions and premium rates. Evaluate the underwriter(s) and report to KCATA underwriter(s) financial stability and service commitment to clients. Review and advise on policy language for proper application to risk. Provide trending values for property insurance policies. For each policy renewal process, meet with KCATA Safety, Security & Risk Management Department to present marketing results no later than 90-days prior to renewal of coverage. The marketing report for each renewal will include summaries of; current program versus renewal options including all terms, conditions, premium rates, markets quoting and/or denying to quote and reasons; underwriter(s) ratings and broker's recommendations.
4. Insurance/Contract Policy Audit. Be responsible for verification of policy terms, conditions, language, and forms, compliance with regulatory requirements and consistency with expiring policy, as needed.
5. Claims Loss Administration. The broker consultant will assist KCATA with claim loss development, trending and forecasting.
6. Risk Finance Invoicing. The broker consultant is responsible for invoicing of premiums and/or loss fund premiums, all of which will be net of broker commissions and/or override volume commissions. All invoices will be billed to KCATA on a net 30-day basis. All invoices from the broker will be processed for payment by KCATA within the fiscal year for which premium payment(s) is due.
7. Stewardship Report. The broker consultant is responsible for producing an annual report within 45-days of the end of the fiscal year for KCATA. This report is to include (but not be limited to); a schedule of policies in force; respective policy premiums, losses, fees earned or waived; development and trends in the markets addressing each coverage and recommendations for change or enhancement

of KCATA's risk finance program.

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

## 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 February 16, 2016. 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 meet specified delivery and method of submittal or they will not be opened or considered responsive. Proposals must be delivered or mailed to KCATA’s Procurement Department, Attn: Tamika McDonald at 1350 E. 17th Street, Kansas City, MO 64108.
- C. In cases where communication is required between bidders and the KCATA, such as requests for information, instruction, clarification of specifications, approval of completed work, etc., such communication shall be forwarded in writing directly to Tamika McDonald, Buyer. Electronic comments, questions and requests for clarification should be sent to Ms. McDonald at [tmcdonald@kcata.org](mailto:tmcdonald@kcata.org) and the subject line should read “RFP #16-8001-32 Property Casualty Broker Consultant.”
- 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 or interviews.

### 3.2 Reservations

- A. KCATA reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the Authority.
- 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
- B. Before submitting a proposal the Proposer should make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract.

### 3.4 Authorization to Propose

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

officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

### **3.5 Withdrawal and 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 Senior Manager 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 the KCATA Senior Manager 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 the KCATA Senior Manager of Procurement, no later than five (5) days after the date of the Notice of Intent to Award.
- B. The KCATA Senior Manager 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 KCATA Senior Manager of Procurement the protester may appeal in writing to the KCATA Chief Operations Officer within five (5) days from the date from the KCATA Senior Manager of Procurement’s response.
- C. The KCATA Chief Operations Officer will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The KCATA Chief Operations Officer’s response will be provided within ten (10) days after receipt of the request. The KCATA Chief Operations Officer’s decision is final and no further action on the protest shall be taken by the KCATA.
- D. By written notice to all parties, the KCATA Senior Manager 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 scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the 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**

- A. The proposal package consists of two (2) sealed packages.
- B. One of the sealed packages should contain an original and four (4) full, complete, and exact copies of the original proposal. The package should be clearly labeled “RFP #16-8001-32 Property & Casualty Insurance Broker Consultant – Technical Proposal”.
- C. The second sealed package should contain one (1) full, complete, and exact copy of the Cost Proposal. The package should be clearly labeled “RFP #16-8001-32 Property & Casualty Insurance Broker Consultant -- Price Proposal”.

### **4.2 Technical Proposal Format**

- A. The technical proposal (including the Proposer Questionnaire) page limit is 25 pages. If a Proposer submits a proposal exceeding this limit, KCATA will consider the pages up to the allowable number and discard all subsequent pages.
- B. The following are excluded from the page count:
  - Title Page
  - Table of Contents
  - Letter of Transmittal
  - Tabs or Indices
  - Additional lists of References
  - Résumé/Background Information (please restrict to a maximum of three (3) pages per individual)
  - Required Forms Such as Licenses, Certifications, Financial Data
  - Vendor Registration Form
  - Affirmative Action information
- C. One page is defined as one side of a single, 8-1/2 x 11” page, with 11 point minimum font size for the substantive text. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, résumés, etc. will be counted as one (1) page. Proposers may use their discretion for the font size of other materials (e.g. graphics, charts). KCATA discourages the inclusion of marketing materials.

### **4.3 Proposal Submission Requirements – Technical Proposal**

- A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether 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, technical proposals must be organized as follows:

1. Title Page.

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

2. Table of Contents.

Clearly identify the materials by section and page number.

3. Letter of Transmittal.

The letter should be addressed to John Hays, Senior Manager 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. Identification of parent or affiliated offices that will be available and/or necessary in serving KCATA's needs
- d. Acknowledgement of receipt of RFP addenda, if any
- e. Name, title, address, telephone number and email address of the contact person for this project
- f. Briefly state Proposer'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 or a larger/national agency, the information provided should reflect only the activities of and resources available for the office on behalf of which this proposal is being submitted. Information for any subcontractors to be utilized is to be included.

5. 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. The Proposer shall submit two (2) years of its most recently audited financial statements.

6. Subcontractor Utilization.

- 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 established and number of years under present ownership/management
  - Services to be performed on this project and anticipated cost of work subcontracted



- 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 or 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.”*

7. 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 and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment 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 made, 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.

8. 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 client 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.

9. Debarment.

- a. The Proposer must 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.”
- 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.

10. 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.

11. 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.

12. Proposer Status and Affirmative Action.

- a. All firms doing business with the KCATA, including subcontractors, 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, sub-recipients, 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 Proposal Submission Requirements – Price Proposal**

- A. KCATA anticipates awarding a five (5) year fixed price contract in a not to exceed amount.
- B. Detailed and summary Price Proposal forms are included as Attachment D-1. Proposers are asked to submit detailed fees by service category task and in summary format. Estimated allowable travel expense must also be submitted. KCATA's Travel Policy is included as Attachment J.
- C. The prices included in the proposal should include all items of labor, materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

#### **4.5 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, price/cost and other factors considered. For this procurement, all evaluation factors other than price, when combined, are 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 excellent technical features than with making an award at the lowest overall price to the Authority. However, the Authority will not make an award at a significantly higher overall price to achieve only slightly superior technical features.
- C. Offerors are further cautioned that KCATA may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to KCATA. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

#### **4.6 Proposal Evaluation Criteria**

- A. Proposals will be evaluated by the evaluation committee on the following criteria. The combined technical factors combined are significantly more important than price. A total of 100 points can be awarded. The weighted areas are listed below.

1. Experience and Expertise. This factor includes: (25 points possible)
  - Experience, education, skills, qualifications and availability of the account executive and individual team members assigned to the KCATA account.
  - Proposers' understanding of the requirements and its capacity and ability to provide the broad spectrum of consulting services.
  - Proposers' knowledge of relevant markets for all requested insurance products and demonstrated access to and purchasing capability within such markets.
  - Value added services Proposer will provide that are not specifically required in this RFP.
  
2. Performance Record. This factor includes: (20 points possible)
  - 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.
  
3. Proposal Merit. This factor includes: (20 points possible)
  - Compliance with solicitation requirements.
  - Quality, clarity of content and thoroughness of proposal.
  
4. Price. Price proposals will only be evaluated for the Offerors with the highest rated technical proposals. Price offers must be fair, realistic and reasonable. (10 points possible)
  
5. Financial Responsibility: This factor includes: (25 points possible)
  - Affirmative demonstration of sufficient financial resources to perform the contract.
  - Satisfactory capitalization and corporate structure.
  - Impact of recent or foreseen mergers or acquisitions.
  - Registration and in good standing with the Missouri Secretary of State.
  - Proposer's submission of the firm's last 2 years, audited financials.

#### **4.7 Presentations/Interviews/Written Responses**

- A. After the submission of proposals, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer to submit written responses to questions regarding its proposal. The account executive, key account team members and key subcontractors, as applicable, are also required to participate in the interview process.
  
- B. Proposers selected for interview will be notified by telephone and follow up letter to advise of date and time. Interviews are tentatively scheduled for February 25 and 26, 2016. Selected proposers will be informed as to the exact time. Interviews will be no longer than fifty (50) minutes, allowing twenty (20) minutes for presentation and thirty (30) minutes for questions and answers.
  
- C. The purpose of the interview is to meet the proposed project team, confirm Proposal representations, supplement information obtained through the Proposal process, and understand the plan of operation, capacity and ability of Proposer to meet KCATA's requirements.

#### **4.8 Negotiations and Best and Final Offers**

- A. Additional contract negotiations may be required with the highest ranked Proposers prior to final contract award. KCATA may solicit a Best and Final Offer (BAFO) from one or more Proposers. KCATA may or may not contact all Proposers to negotiate and/or to submit a BAFO.
- B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend award to the responsive and responsible Proposer(s) judged to provide the best value to the Kansas City Area Transportation Authority.

**ATTACHMENT A.**

**SAMPLE CONTRACT  
PROPOSAL #16-8001-32  
FOR PROPERTY & CASUALTY INSURANCE BROKER CONSULTANT**

**THIS CONTRACT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **Kansas City Area Transportation Authority (KCATA)**, a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and \_\_\_\_\_ (**Contractor/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 Contractor agree as follows:

**1. EMPLOYMENT OF CONTRACTOR.**

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

**2. SCOPE OF CONTRACT.**

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Request for Proposals (RFP) solicited by the KCATA, dated \_\_\_\_\_ entitled Property/Casualty Insurance Broker Consultant (sometimes referred to as the “project”, the “Project,” “Services,” or the “Work”). The Contractor hereby agrees to provide property/casualty insurance broker consultant for the KCATA in accordance with general specifications of the scope of contract provided in the Contract Documents herein.

**3. TERM.**

The term of this Contract shall be for five (5) years anticipated to begin **April 2016**. The services to be performed shall commence upon receipt of a notice to proceed from KCATA and subject to authorized adjustments as provided in the Contract.

**4. CONTRACT SUM.**

The KCATA shall pay the Contractor in current funds for the performance/delivery 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 to 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”).

**5. 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 Contractor.

Appendix A.	Contract Conditions; and
Appendix B.	Scope of Services; and
Appendix C.	Cost Proposal Submitted by Contractor; and
Appendix D.	List of Approved Subcontractor(s)

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.

\_\_\_\_\_  
(Contractor)

**KANSAS CITY AREA TRANSPORTATION  
AUTHORITY**

By \_\_\_\_\_

By \_\_\_\_\_  
John Hays  
Senior Manager of Procurement

Name: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

## **CONTRACT TERMS AND CONDITIONS**

### **1. AGREEMENT IN ENTIRETY**

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

### **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. In the event of KCATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

### **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. 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**

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

### **5. CHANGES**

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

### **6. CHANGES TO FEDERAL REQUIREMENTS**

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 the Agreement between the Authority and FTA (FTA MA (18) dated October 1, 2011), as they may be amended or promulgated from time to time during



the term of this Contract. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

## 7. 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 Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "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.

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

rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

- D. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.
- 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. *A separate contract goal has not been established for this procurement.*
- B. The 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 CFR. 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 may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- D. **Good Cause.** Good cause includes, but is not limited to, the following circumstances:
1. The listed DBE subcontractor fails or refuses to execute a written contract; or
  2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
  3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
  4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
  5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
  6. The DBE subcontractor is not a responsible contractor; or
  7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal; or
  8. The listed DBE is ineligible to receive DBE credit for the type of work required; or
  9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to

complete its work on the contract; or

10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

E. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

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

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

## **9. CONTINUITY OF SERVICES**

The Contractor recognizes that the services under this Contract are vital to the KCATA and must be continued without interruption and that, upon contract expiration, a successor, either the KCATA or another contractor may continue them.

The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

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

## **11. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C.
- B. 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.
- C. 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 (DBE's) is 10 percent. *KCATA's overall goal for DBE participation is 8.5 percent. No separate contract goal has been established for this procurement.*
- B. The 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 CFR, 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 may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- D. Good Cause. Good cause includes the following circumstances:
1. The listed DBE subcontractor fails or refuses to execute a written contract; or
  2. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
  3. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
  4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
  5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
  6. The DBE subcontractor is not a responsible contractor; or
  7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
  8. The listed DBE is ineligible to receive DBE credit for the type of work required;
  9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  10. Other documented good cause that compels KCATA to terminate the DBE subcontractor. Provided

the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

- E. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the KCATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

### **13. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY**

The Contractor, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

### **14. DISPUTE RESOLUTION**

- A. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by KCATA's Senior Manager of Procurement, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Senior Manager of Procurement shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Chief Executive Officer, with a copy to the Senior Vice President of Operations and the Senior Manager of Procurement. The determination of such appeal by the Senior Vice President of Operations 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 Senior Manager of Procurement's decision.
- B. The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **15. EMPLOYEE ELIGIBILITY VERIFICATION**

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

authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603.

## **16. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- A. 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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and 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.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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.
- C. The Contractor agrees to include these clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

## **18. HEADINGS**

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

## **19. INDEPENDENT CONTRACTOR**

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

## **20. INSURANCE**

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

additional insured endorsements of insurance. If copies of the required insurance policies or endorsements are not 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:

1. Contractual liability coverage is applicable; and
2. The Kansas City Area Transportation Authority, its commissioners, officers and employees are named as additional insureds (Named Insureds) on the policies covered by the certificate; using this specific wording: **Kansas City Area Transportation Authority, its commissioners, officers, and employees are named as additional insureds as respects general liability and where required by written contract. Any coverage afforded the certificate holder as an additional insured shall apply as primary and not excess or contributing to any insurance or self-insurance in the name of the certificate holder, and shall include a waiver of subrogation.**

C. Further, from time to time and whenever reasonably requested by KCATA, the Contractor shall represent and warrant to KCATA (1) the extent to which the insurance limits identified below have been, or may be, eroded due to paid or pending claims under the policies; and (2) the identity of other entities or individuals covered as an additional insured on the policies. Further, the Contractor shall confirm that the insurers' obligation to pay defense costs under the policies is in addition to, and not part of the liability limits stated in the policies.

D. All such insurance, with the exception of Professional Liability coverage, shall contain endorsements that the policies may not be canceled or amended or allowed to lapse by the insurers with respect to KCATA its commissioners, officers and employers by the insurance company without thirty (30) days prior notice 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.

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

**1. Worker's Compensation:**

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

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

**2. Commercial General Liability:**

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

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

Contractor shall procure and maintain at all times during the term of the KCATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors'

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

**3. Auto Liability:**

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

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

**4. Professional Liability Insurance**

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

**5. Pollution Liability**

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

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

**6. Umbrella or Excess Liability**

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

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

**21. 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 product provided or services rendered under this Agreement.
  
- B. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against KCATA, its commissioners, senior leaders and employees arising out of the use of KCATA's



premises (including any equipment) by any party in performance of this Agreement.

### **C. Indemnification.**

1. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this Contract, 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.
2. In claims against any person or entity indemnified under this section, by an employee or 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.
3. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this Contract, and if Contractor has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the Contractor advance notice of any proposed compromise or settlement.
4. 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.

## **22. LICENSING, LAWS AND REGULATIONS**

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



## **26. PRIVACY ACT REQUIREMENTS**

- A. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the KCATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the KCATA or Federal Government.
- B. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- C. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.

## **27. PROHIBITED INTERESTS**

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

## **28. PROHIBITED WEAPONS AND MATERIALS**

- A. Missouri Revised Statutes, Section 571.107 (R.S.Mo. §571.107) allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, KCATA has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry.
- B. No weapon, including firearms concealed or not, or other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of KCATA, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting KCATA customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by KCATA. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.
- C. No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle, including vehicles of contractors parked on KCATA property or leased facilities, or vehicles used in transporting any KCATA customer, except as authorized in writing by KCATA.
- D. Any contractor, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on an 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.

- E. Any KCATA contractor, subcontractor, employee or agent thereof, while performing KCATA contracted services or on any KCATA property or facilities, who has in his/her possession, carries, transports, displays, uses, flourishes, or threatens another person with a weapon, radioactive material, biochemical material or other dangerous weapon, object or material, which has the capability of inflicting bodily injury, shall be immediately prohibited from performing any further KCATA work.

## **29. RECORD RETENTION AND ACCESS**

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

## **30. REQUESTS FOR PAYMENT**

- A. 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 materials or services furnished. All invoices and correspondence shall reference KCATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- B. Payment by KCATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after KCATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- C. All final invoices shall be submitted to KCATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid.
- D. **Subcontractor Payments**
  - 1. Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.
  - 2. Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from KCATA.

3. The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify KCATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
4. If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
5. The Contractor agrees that the Authority may provide appropriate information to interested subcontractors who inquire about the status of Authority payments to the Contractor.
6. Nothing in this provision is intended to create a contractual obligation between the Authority and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

### **31. RIGHT TO OFFSET**

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

### **32. SEVERABILITY**

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

### **33. SUBCONTRACTORS**

- A. **Subcontractor Approval.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of KCATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the prior written approval of KCATA as set forth herein.
- B. **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.
- C. **Subcontractor Payments.** See Requests for Payment Provisions.
- D. **Adequate Provision(s) in Subcontract(s).** Any subcontracts related to this Contract must contain adequate provisions to define a sound and complete agreement. In addition, all subcontracts shall contain contractual provisions or conditions that allow for:
  1. Administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
  2. Termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
  3. The following provisions if included in this Contract:
    - Civil Rights
    - Clean Air
    - Clean Water
    - Debarment and Suspension
    - DBE Requirements

Disclaimer of Federal Government Obligations or Liability  
Employee Eligibility Verification  
Employee Protections (Contract Work Hours and Safety Standards Act)  
Energy Conservation  
Federal Changes  
Fraud and False or Fraudulent Statements or Related Acts  
Incorporation of FTA Terms  
Lobbying Restrictions  
National Intelligent Transportation Systems Architecture & Standards  
Ownership, Identification, and Confidentiality of Work  
Patents and Rights in Data and Copyrights  
Privacy Act Requirements  
Prohibited Weapons and Materials  
Record Retention and Access  
Recovered Materials

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

#### **34. SUSPENSION OF WORK**

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

#### **35. 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 \_\_\_\_\_.

#### **36. TERMINATION**

- A. Termination for Convenience.** The KCATA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in KCATA's best interest. The Contractor will only be paid the Contract price for supplies delivered and accepted, or work or services performed in accordance with the manner of performance set forth in the Contract.
- B. Funding Contingency.** If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the agreement.
- C. Termination for Default.**
  - 1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the Contract is for services, and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, KCATA may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

2. If the termination is for failure of the Contractor to fulfill the contract obligations, KCATA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by KCATA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, KCATA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- D. Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period permitted, KCATA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- E. Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- F. Property of KCATA.** Upon termination of this Contract for any reason, and if the Contractor has any property in its possession or under its control belonging to KCATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner KCATA directs. Upon termination of this Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCATA's Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

### 37. UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

### 38. 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 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.
- H. 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.
- I. 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.
- J. 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 shall include the following:

- Proposer Questionnaire (Attachment C)
- 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 Form (Attachment G-1). If subcontractors will be used include G-2 (Lower Tier).
- Affidavit of Primary Participants Compliance Regarding Restrictions on Lobbying Form (Attachment H-1). If subcontractors will be used include H-2 (Lower Tier).
- Affidavit of Primary Participant Regarding Debarment Form (Attachment I-1). If subcontractors will be used include I-2 (Lower Tier).
- Audited Financial Statements for Past Two Years
- Receipt of Addenda Form (if issued)
- Copies of Professional Licenses, Resumes, and Affirmative Action Certifications as Requested in the RFP

Cost Proposal shall include the following:

- Price Proposal Response Forms (Attachment D-1)

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

**Instructions**

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

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

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

**Part A: To Be Completed by All Proposers**

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

A. Name of Firm: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

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

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

C. Date submitting office was established: \_\_\_\_\_

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

Head Office: \_\_\_\_\_

Date established: \_\_\_\_\_

Number of offices in the U.S.: \_\_\_\_\_

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

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

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

Staffing Pattern/Qualifications

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

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

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

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

5. Major Insurance Markets. Please indicate the principal insurance companies/markets that you represent and expect to use in servicing KCATA's needs. KCATA provides public transportation and Share-A-Fare services and seeks quotes from companies/markets that specialize in the transportation industry and/or public sector. The Authority specifically requires that no contract or solicitation of insurance companies be made on its behalf and that no insurance market reservations be made by or for any respondent with respect to any insurance program to be provided to KCATA. Failure to comply with this request may disqualify your firm from this proposal process and any subsequent contract award. **Note: List markets and premiums placed through your local office only.**

<u>Market/Company</u>	<u>Your Estimated Annual Premium Volume</u>	<u>A.M. Best Rating</u>
a. <u>Property / Inland Marine Insurance (To include B-M)</u>		
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____
b. <u>Excess Liability Insurance (Auto/GL/PO&amp;EPLI)</u>		
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____
c. <u>Umbrella</u>		
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____
d. <u>Auto</u>		
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____
e. <u>Surety Bond/Letter of Credit</u>		
(1) _____	\$ _____	_____
(2) _____	\$ _____	_____
(3) _____	\$ _____	_____
(4) _____	\$ _____	_____

f. Excess Workers' Compensation

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

g. Comprehensive General Liability

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

h. Crime – Fidelity Bonds

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

i. Law Enforcement Liability

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

j. Public Officials/Employment Practices Liability

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

k. Felonious Assault

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

l. Van Pool Insurance

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

m. Fiduciary Liability

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

n. Network Security and Privacy Liability

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

o. Pollution Liability

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

p. Underground Storage Tank Liability Fund

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

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

2. An outside organization? \_\_\_\_\_

3. Both? \_\_\_\_\_

If external, which ones?

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

4. Describe how they are compensated.

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No                      If yes, describe cost sheet.

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

Can you assist in self-insured claims administration?

10. Risk Management Services – Exposure Identification Services

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

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_

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

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

How are you compensated for the above services?

11. Information Technology Services

- a. Describe your commitment to keeping pace with technological advances.

- b. How will your information technology capabilities directly benefit KCATA?
  - c. Describe how your company communicates and shares information electronically.
12. If you were requested to undertake a comprehensive review and evaluation of KCATA's current insurance program and future needs, how would you go about conducting such a review and evaluation?



**PROPOSER QUESTIONNAIRE**

**Part B: To Be Completed by Proposers**

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

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

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

Please supplement the above by attaching a current financial statement of your local office for the past year.

2. References – Please list by name, approximate annual premium for the last policy and services rendered by your offices for your current transit authority or public entity accounts.

(a.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

(b.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

(c.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

(d.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

(e.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

(f.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Title of Contact \_\_\_\_\_ Phone: \_\_\_\_\_

Proposal signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT D-1  
PRICE PROPOSAL RESPONSE FORM  
KANSAS CITY AREA TRANSPORTATION AUTHORITY**

**PROPERTY/CASUALTY INSURANCE BROKER CONSULTANT**

Proposal Number: 16-8001-32

Date of Issuance: January 28, 2016

For: Property & Casualty Insurance Broker Consultant

KCATA Representative and Title: Tamika McDonald, Buyer

Telephone #: (816) 346-0283

Fax #: (816) 346-0336

Email: tmcDonald@kcata.org

\*\*\*\*\*

**SCHEDULE OF PARTICIPATION BY CONTRACTOR & SUBCONTRACTORS**

PRIME CONTRACTOR					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
SUBCONTRACTOR(S)					
Name and Address	Telephone No. Fax No.	Type of Work To Be Performed	NAICS Code	Value of Work	DBE % Participation
				\$	%
				\$	%

TOTAL VALUE OF WORK                                    \$ \_\_\_\_\_

TOTAL DBE PARTICIPATION                                    \$ \_\_\_\_\_

On the attached page, please provide the Compensation/Fee Component for each Service Category described in the Scope of Services of this Request for Proposals. Prices shall be inclusive of all material, labor and services to complete the services required. Proposers are required to submit pricing for the five (5) year contract term.

**Any prices that are bundled or contingent upon other services should be so noted. The Authority reserves the right to request a “best and final” price.**

**ATTACHMENT D-1 (CONTINUED)**  
**PRICE PROPOSAL RESPONSE FORM**  
**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

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

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

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

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Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone #/Fax # \_\_\_\_\_

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

---

---

---

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

---

---

---

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

---

---

---

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

1.The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposal and any subsequent Addenda. The proposer shall immediately notify the KCATA in the event of any change.

2.The pricing submitted shall remain fixed for the duration of this procurement.

Company Name (Type/Print) \_\_\_\_\_ Date \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (Type/Print) \_\_\_\_\_ Telephone #/Fax # \_\_\_\_\_

**ATTACHMENT E  
KCATA VENDOR REGISTRATION FORM**

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](http://www.kcata.org).

**Firms are required to submit this information to KCATA once. However, it is your responsibility to notify KCATA of any changes to your business that may affect your registration (i.e. address, contact information).**

<b>Legal Entity Name:</b>				<b>Phone:</b>	
<b>Doing Business As:</b>				<b>Toll-free Phone:</b>	
<b>Physical Address:</b>				<b>Fax:</b>	
<b>City:</b>				<b>Email:</b>	
<b>State:</b>		<b>Zip:</b>		<b>Website:</b>	
<b>Contact Person Name:</b>				<b>Title:</b>	
<b>Contact Phone:</b>				<b>Contact Email:</b>	
<b>Mailing Address:</b>				<b>Phone:</b>	
<b>City:</b>				<b>Fax:</b>	
<b>State:</b>		<b>Zip:</b>		<b>Comments:</b>	
<b>Business Type:</b>	<input type="checkbox"/> <b>Individual</b>		<input type="checkbox"/> <b>Partnership</b>		<input type="checkbox"/> <b>Corporation</b>
	<input type="checkbox"/> <b>Limited Liability Company</b>		<input type="checkbox"/> <b>Other (Explain) _____</b>		
<b>If Incorporated, in Which State:</b>			<b>Federal Tax ID No:</b>		
<b>Years in Business:</b>			<b>Years in Business Under Current Name:</b>		
<b>Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor?</b> If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at <a href="http://www.fedgov.dnb.com/webform">www.fedgov.dnb.com/webform</a> .					DUNS # _____
<b>Annual Gross Receipts.</b> This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	<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
<b>Standard Invoice Terms:</b>	<b>Due Days</b>		<b>Discount Days</b>		<b>Percent</b>
<b>Please provide a description of the goods and services you are interested in providing to KCATA.</b> Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a> .					
<b>NAICS CODE(S) :</b>			<b>NAICS CODE(S):</b>		
<b>NAICS CODE(S):</b>			<b>NAICS CODE(S):</b>		

<b>1. Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26?</b> If YES, submit a copy of a copy of your current certification from your state's UCP.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<b>2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121?</b> For further information on 13 CFR 121 and SBE designation refer to SBA's website at <a href="http://www.sba.gov/content/small-business-size-standards">http://www.sba.gov/content/small-business-size-standards</a>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<b>3. Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization?</b> If YES, please provide a copy of your certification documentation.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<b>4. Does your firm meet any of these other federal business classifications?</b> If YES, please provide a copy of certification documents.			
<input type="checkbox"/> Service Disabled, Veteran Owned Business			
<input type="checkbox"/> HubZone Program Certified			
<input type="checkbox"/> SBA 8(a) Certified Business			
<input type="checkbox"/> Other _____			
<b>DBE/SBE CERTIFICATION:</b> The KCATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact KCATA's Contracting/Supplier Diversity Coordinator at (816) 346-0224 or via email at <a href="mailto:dadams@kcata.org">dadams@kcata.org</a>			
<b>WORKER ELIGIBILITY AFFIDAVIT:</b> 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 U. S. Department of Homeland Security's 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. Prior to being awarded any contract with KCATA, you will be required to furnish proof of your firm's participation in such program.			
<b>VENDOR CERTIFICATION:</b> 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.			
<b>Signature</b>		<b>Date</b>	
<b>Printed Name</b>		<b>Title</b>	
<b>Return completed Vendor Registration Form to Kansas City Area Transportation Authority, Procurement Department, 1350 East 17th Street, Kansas City, MO 64108</b> <b>Fax: (816) 346-0336 or email: <a href="mailto:proc@kcata.org">proc@kcata.org</a></b>			
<i>A foreign corporation may not transact business in Missouri until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Missouri Secretary of State's office, as required by law.</i>			

**ATTACHMENT F**

**AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE**

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

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

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

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

**A. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

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

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, 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.



2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  
3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "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.

---

Affiant's Signature

---

Date

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

---

Notary Public Signature

---

Date

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

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

Form AA1, Part I

**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														
	Hispanic or Latino		Not Hispanic or Latino											Total Col A-N	
	Male	Female	Male						Female						
White			Black or African American	Native Hawaiian or Other Pacific 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 H.1  
AFFIDAVIT OF PRIMARY PARTICIPANTS  
COMPLIANCE WITH SECTION 285.500 RSMO, ET SEQ.  
REGARDING EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

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

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

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

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

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

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

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

My Commission expires:

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

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

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

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

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

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

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

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

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

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

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

My Commission expires:

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

**ATTACHMENT I.1  
CERTIFICATION OF PRIMARY PARTICIPANTS  
REGARDING RESTRICTIONS ON LOBBYING**

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 \_\_\_\_\_ 20\_\_\_\_\_

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

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

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

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

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 \_\_\_\_\_, 20\_\_\_\_.

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

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

**ATTACHMENT J.1  
CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date



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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT K

### TRAVEL POLICY & HOTEL RATES FOR CONTRACTORS

#### General Policy

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Lodging:** The KCATA has negotiated special rates at specific hotels. Contractors may stay at the hotel of their choice, but will be reimbursed no more than the special rate for a single room at the KCATA designated hotels, which is a maximum daily amount of \$106.00 plus tax.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$61 a day. Alcoholic beverages are **not** an eligible reimbursable expense.
4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by KCATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
5. **Telephone:** Project-related, long-distance business calls will be reimbursed.
6. **Number of Trips to Travel Home on Weekends:** When extended stays in Kansas City are required, the KCATA will reimburse for trips home on weekends only every third weekend. In some instances, KCATA may require relocation of an employee to Kansas City.
7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.
8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the seven-county Kansas City metropolitan area (Clay, Cass, Jackson and Platte Counties in Missouri; Johnson, Wyandotte and Douglas counties in Kansas) will be reimbursed at KCATA's current rate of 54 cents per mile (based on IRS' 2016 established rate).

**ATTACHMENT L  
CONTRACTOR LIST**

**PROPOSAL #16-8001-32  
FOR PROPERTY/CASUALTY INSURANCE BROKER CONSULTANT**

Haas & Wilkerson  
Lori Lindquist  
P O Box 2946  
Shawnee Mission, KS 66201-1346  
(913) 676-9271  
(913) 432-6159 (fax)  
[Lori.lindquist@hwins.com](mailto:Lori.lindquist@hwins.com)

The Hays Group  
Sandra Sampson  
920 Main, Suite 2100  
Kansas City, MO 64105  
(816) 460-7212  
(816) 842-5975 (fax)  
[ssampson@hayscompanies.com](mailto:ssampson@hayscompanies.com)

H. W. Sewing & Company, Inc.  
Thelma J. Cunningham  
1314 N. 5<sup>th</sup> Street, Suite 201  
Kansas City, KS 66101  
(913) 371-7400  
(913) 371-7201 (fax)  
[huthel@swbell.net](mailto:huthel@swbell.net)

Thomas McGee Company  
Ed Reasoner  
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Kansas City, MO 64141  
(816) 842-4800  
(816) 472-5018 (fax)  
[ereasoner@thomasmcgee.com](mailto:ereasoner@thomasmcgee.com)

Edgerson Insurance Company  
Ray Edgerson  
2420 E. Linwood, Suite 201  
Kansas City, MO 64109  
(816) 924-4555  
[edgersonins@sbcglobal.net](mailto:edgersonins@sbcglobal.net)

Truss  
Robert Frankovic  
4551 West 107<sup>th</sup> Street, Ste. 300  
Overland Park, KS 66207  
(913) 341-8998  
(913) 341-2923 (fax)

Cobbs Allen  
Bob Johnson  
7501 College Boulevard, Ste. 120  
Overland Park, KS 66210  
(913) 202-0246  
(913) 267-5599  
[bjohnson@cobbsallen.com](mailto:bjohnson@cobbsallen.com)

Marsh, Inc.  
Peggy L. Bittiker  
P O Box 419105  
Kansas City, MO 64141  
(816) 556-4228  
(816) 556-4326 (fax)  
[Peggy.l.bittiker@marsh.com](mailto:Peggy.l.bittiker@marsh.com)

Lockton Companies  
Pat Meyers  
444 W. 47<sup>th</sup> Street, Suite 900  
Kansas City, MO 64112  
(816) 960-9000  
(816) 960-9099 (fax)  
[pmeyers@lockton.com](mailto:pmeyers@lockton.com)

Schifman & Remley  
Steve Lange  
5201 Johnson Drive, Suite 500  
Mission, KS 66205  
(913) 831-1777  
(913) 831-4730 (fax)  
[Steven\\_l@srains.com](mailto:Steven_l@srains.com)

Arthur J. Gallagher Risk Management Services, Inc.  
Ryan Pfeiffer  
2345 Grand Boulevard, Suite 900  
Kansas City, MO 64108  
(816) 421-7788  
(816) 472-5517 (fax)  
[Ryan\\_pfeiffer@ajg.com](mailto:Ryan_pfeiffer@ajg.com)

IMA of Kansas, Inc.  
Patrick Lanning  
9393 W. 110<sup>th</sup> Street, Suite 600  
Overland Park, KS 66210  
(913) 982-3650  
(913) 982-3495 (fax)  
[Patrick.lanning@IMACorp.com](mailto:Patrick.lanning@IMACorp.com)

Gliem & Associates  
Micah Nance  
9142 W. 135<sup>th</sup> Street  
Overland Park, KS 66221  
(913) 681-0099  
(913) 681-1305 (fax)  
[mnance@ggins.net](mailto:mnance@ggins.net)

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

Charlesworth & Associates, LLC  
James Charlesworth  
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(913) 851-1993 (fax)  
[james@charlesworth.net](mailto:james@charlesworth.net)