



## **Request for Proposals (RFP)**

### **Insurance Broker Services For Benefit Administration**

RFP issued May 1, 2024  
Proposals due by June 14, 2024, 4:00 p.m. CST



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## **Company Information:**

OATS, Inc. (dba OATS Transit) is a private, not-for-profit transportation provider serving 87 counties in the State of Missouri. The company is headquartered in Columbia, MO with regional offices throughout the state.

OATS Transit's mission is: *Enhancing quality of life by providing safe, caring and reliable transportation services.* We are the largest rural transportation provider in the United States. Riders use our transportation to access medical services, employment, essential shopping, business errands, nutrition, and various other resources. In rural areas, OATS services are open to the general public of any age.

As a sub-recipient for Federal Transit Administration funds, our agency must be in compliance with their rules and regulations, including those rules governing procurement of services using FTA funds. Funding for OATS Transit is through contracts with the Missouri Department of Transportation for operating funding from the Federal Transit Administration and for Missouri Elderly and Handicapped Assistance Program. OATS Transit also has contracts with the Department of Mental Health, Area Agencies on Aging, Developmental Disability Resource Boards, Senior Tax Boards and many other agencies in coordination of service.

The corporation is governed by a volunteer Board of Directors from across the state of Missouri. Please refer to our website for a listing of the Board members.

Current Employee Demographics include (*January 2024 stats*):

- 575 Total Employees Statewide
- 120 Office staff
- 448 Drivers (drivers are variable hour employees)
- 4 Mechanics
- 3 Custodians
- 36 are exempt employees; 539 are non-exempt employees
- 356 Full-Time (30+ hours per week)
- 219 Part-Time (less than 30 hours per week)
- 263 are age 65 (Medicare age)
- 312 are age 26-64

Employees are paid bi-weekly, and payroll is administered by the home office. We do not have any contract employees.

OATS Transit has a home office, 8 regional offices and two satellite offices in Missouri as listed below. Refer to **Attachment A-** Service Region Map.

### **Home/Regional Offices:**

- Home Office/Mid-MO Region Combined, 2501 Maguire Blvd., Columbia, MO 65201
- East Region, 186 Northwest Industrial Ct, Bridgeton, MO 63044

- Mideast Region, 247 Independence Drive, Union MO 63084
- Midwest Region, 107 W. Pacific, Sedalia, MO 65301
- Northeast Region, 3006 Jims Road, Macon, MO 63552
- Northwest Region, 1306 South 58<sup>th</sup> St., St. Joseph, MO 64507
- Southwest Region, 2909 N. Martin Avenue, Springfield, MO 65803
- West Region, 2109 Plaza Dr., Harrisonville, MO 64701

**Satellite Office:**

- Mideast Satellite Office: 2875 Plass Road, Festus MO 63028

**Scope of Services:**

This Request for Proposal (“RFP”) is being issued by OATS Transit to solicit proposals from qualified organizations (“Bidder”) to provide **Insurance Brokerage Services for Benefits and Benefit Administration** as detailed in this RFP. The responsive and responsible Bidder must satisfy the qualifications and requirements outlined herein. Qualified firm(s) will provide Insurance Broker Services and represent OATS Transit in various insurance markets as outlined in this RFP.

OATS is **not** requesting insurance quotations at this time, and expressly prohibits prospective brokers from quoting or approaching carriers at this time.

Broker will be required to place insurance coverage effective January 1, 2025 and a broker contract will be officially executed prior to that date.

The selected Broker shall provide the professional services necessary to perform the following:

- Benefit enrollment and administration is done for all OATS' regions at the Home Office in Columbia. With so many employees and limited staff time, OATS has a need to outsource the following areas of expertise:
- **Brokerage Services for Employee Benefits:** We need a Broker to investigate plans and providers to offer OATS a wide range of insurance options; seek competitive quotes at annual renewal; seek ways to improve and expand upon the current benefit program; provide insurance consultations for OATS administrative staff to educate new employees and give benefit orientations; and help with the legal and compliance issues, including the Health Insurance Portability and Accountability Act (HIPAA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA) and other local regulations.
- **Administration of OATS' Benefit Plan:** In addition to basic brokerage services, OATS is interested in outsourcing total or partial administration of the Benefits Plan. Basically, we would notify the Third Party Administrator (TPA) when someone was hired and when they left our employment and the TPA would handle the enrollment,

termination and continuation in the plans. Of particular interest to us is administration of COBRA, HIPAA, ERISA and other regulations that have an impact on benefits.

Our goal is to offer our employees the best benefits and services, and assure complete compliance with the various regulations governing employee benefits, while being mindful of cost and use of our funding partners, including FTA and MoDOT.

The successful bidder will be the one who can best demonstrate their ability to help us meet these goals in a cost-effective manner.

- Accurately amend policies, as needed.
- Upon request, provide timely, written interpretation of coverage.
- Provide policy maintenance, and issue binders and certificates when required.
- Represent OATS in communications with carriers regarding coverage issues.
- When requested, assist in ascertaining replacement cost value for property.
- Review insurance carrier recommendations for appropriateness.
- On an annual basis, or more frequently if requested by OATS, perform an audit of overall performance of claims administration.
- Provide annual written confirmation from carriers that coverage was placed on a "net of commission" basis (defined as when the quoted premium is reduced by an amount proposed to be the insurance broker's commission.)
- When insurers don't allow placement on "net of commission", disclose the commission to OATS and provide an offset to the current fee in a like amount. Bottomline: explain to OATS how you receive your commission and/or fee(s).

The bid for Brokerage Services must address, at a minimum:

- Who the contact(s) will be
- Method and frequency of communication
- Listing of all value added services
- Listing of any fee-based services (if applicable)
- Insurance underwriters used and products offered

The bid for Administration Services must address, at a minimum:

- Fee structure (per service, per person, flat rate)
- Overview of how COBRA, HIP AA, etc. are administered (ie. processing and adjudication of COBRA elections; collections processing; initial notifications; qualifying event notifications; etc.)
- Method of communication of employee changes
- Any optional services provided

State if your firm is a Disadvantaged Business Enterprise (DBE) registered with the State of Missouri.

## OATS, Inc. Benefit Plan

The following benefits should be addressed in your proposal:

1. Health Insurance
2. Life Insurance
3. Supplemental Plans: personal accident, short-term disability, hospital protection, cancer and critical illness
4. Dental Insurance
5. Vision Insurance
6. Section 125 Cafeteria Plan
7. Employee Assistance Program

**1. Health Insurance:** Group health insurance is offered to employees (averaging 30 hours a week or more) by the 91<sup>st</sup> day of employment. There are four different plans to choose from-- two HSA plans, and two PPO plans-- which are currently offers through Anthem for 2024 calendar year. An information packet on coverage, deductibles and co-pays is provided to employees prior to them reaching their 91<sup>st</sup> day of employment. If an employee's spouse has coverage available through their employer, the spouse is not eligible for coverage on OATS plan. This insurance is COBRA eligible and a portion of the premium can be directed through the Cafeteria Plan. **Total Enrollment in this plan in 2024 is: 132**

**2. Life Insurance:** Life insurance is fully paid by OATS and available to employees working more than 22 hours per week, free of cost to them. It is currently provided by Guardian Life for calendar year 2024. Employees can elect to purchase additional life insurance on themselves, their spouse and/or dependents, which would deducted on each pay stub. Rates vary, depending on age and may require an Evidence of Insurability form for underwriting.

- Pull-time (more than 30 hours per week) receive: \$10,000 in Life Insurance.
- Part-time (22-30 hours per week) receive: \$5,000 in Life Insurance.

**Total Enrollment in this plan in 2024 is: 457**

**3. Supplemental Plans:** OATS Transit offers the following voluntary insurance plans, which are currently through Guardian. All plans except the Short-Term and Long-Term Disability have the premiums run through the Section 125 Cafeteria Plan so employees don't have to pay taxes on them.

**a. Personal Accident:** (if hurt on or off the job, get reimbursed for treatments like emergency, follow-up, physical therapy, wellness, plus much more! Included is a \$50,000 life insurance policy if the death is due to an accident.) **Total Enrollment in this plan in 2024 is: 67**

**b. Short Term Disability:** (pays you a percentage of your salary if you are off work for either an accident or illness to help pay the bills. Benefits are based on your

annual salary. Pre-existing conditions have a 3-month elimination period) **Total Enrollment in this plan in 2024 is: 40**

- c. **Hospital Protection:** (receive cash if you're required to stay in the hospital for 23 hours or more and up to 30 days of hospitalization) (Must be under age 69 to enroll) **Total Enrollment in this plan in 2024 is: 29**
- d. **Cancer:** (Claim based policy that pays money toward diagnosis and treatments. There is a pre-existing elimination period of 12 months) **Total Enrollment in this plan in 2024 is: 29**
- e. **Critical Illness:** (covers heart attack, stroke, major organ failure, paralysis and more. Pays out a lump sum amount that you choose. No pre-existing but rates are tobacco or non-tobacco rated) **Total Enrollment in this plan in 2024 is: 18**

*\*These plans are available for spouse and children coverage (except short-term disability)*

- 4. **Dental Insurance:** This plan is pre-tax currently available from Guardian to employees who are at least 50% full time status. There is a high plan and a low plan available to choose from. They offer a network of dentists throughout Missouri. Rates are very competitive and cover 2 cleanings a year and discounts on other procedures. These plans are available for spouse and children coverage. **Total Enrollment in this plan in 2024 is: 179**
- 5. **Vision Insurance:** The vision plan is pre-tax through Davis (a subsidiary of Guardian) to employees who are at least 50% full time status. It is accepted at most Walmart vision centers along with other locations throughout the state. This plan is available for spouse and children coverage. Premiums are fully paid by the employee as follows. **Total Enrollment in this plan in 2024 is: 159**
- 6. **Section 125 Cafeteria Plan:** This is a plan defined in Section 125 of the Internal Revenue Code and is designed to permit an Eligible Employee to contribute a certain amount of each paycheck, pre-tax, into an account for reimbursement of the following expenses: Out-of-pocket (or unreimbursed) medical expenses, Childcare Expenses, Premiums for certain group insurance plans offered by OATS. Please indicate if you offer a Section 125 Cafeteria Plan and what your fees are. OATS may not change administrators at this time. **Total Enrollment in this plan in 2024 is: 57**
- 7. **Employee Assistance Program:** OATS Transit offers an Employee Assistance Program currently offer through Guardian that is available to all active employees and their immediate family members to access confidential personal support for various needs. All eligible employees have access to this program. **Total Enrollment in this plan in 2024 is: 565**

**Side note:**

- 1) OATS, Inc. offers a 403b Tax Deferred Annuity Plan to all employees, and a 457b Retirement Plan to eligible management employees, however these two are NOT part of this RFP and are not being considered at this time.
- 2) Please note the low participation in many of our current plans listed above. As you consider bidding on brokerage services, you must take that into consideration. Also, OATS may elect to not change insurance companies at this time.

The proposal must include a demonstration of the Broker's knowledge and experience relative to the items identified under in the Scope of Services. This will include a list of similar projects and a description of the Broker's general organization and the year the company was established.

Proposal shall identify key principals and any alternates who would be directly involved with the day to day service on the account, and indicate the depth and quality of experience and professional qualifications. (A resume may be attached.)

List three (3) Missouri accounts and the dates of service, including the name, phone number and email of the primary contact for similar projects done by the personnel to be involved in these projects. For this section you are encouraged to list all transit and nonprofit accounts.

Provide a copy of a certificate of insurance for existing coverage indicating a minimum of \$2,000,000 professional liability insurance (errors and omissions).

Describe the firm's special experience with this type of account.

State if Broker will provide all the services as noted in the Scope of Services section for the commission and/or fee quoted.

List areas in the Scope of Services for which there will be an additional cost and list the estimated additional cost.

List areas in the Scope of Services for which your firm will not or cannot provide the listed service.

List insurance markets you anticipate approaching for premium quotes should your proposal be the one selected.

List any other information that should be considered in evaluating the firm's marketing, staff, and/or other service capabilities.



## Key Dates:

OATS procurement must follow all applicable Federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars and other Federal administrative requirements in carrying out any grant or cooperative agreement awarded by the Federal Transit Administration.

### A. Key Dates and Address

The following schedule will be followed:

RFQ Issued	May 1, 2204
Last Day for Questions	May 20, 2024, 1:00 p.m. CST
<b>Completed Proposal Due Date</b>	<b>June 14, 2024, 4:00 p.m. CST</b>

All questions and requests for clarification should be submitted by email to Jill Stedem at [jstedem@oatstransit.org](mailto:jstedem@oatstransit.org) no later than May 20, 2024. All responses will be sent to each proposer who has been emailed a copy of this RFQ.

Proposals are due no later than June 14, 2024. Firms interested in this project shall submit their professional qualifications, including the signed federal clauses and all other attachments, by email to:

Jill Stedem, Administrative Director  
OATS, Incorporated  
2501 Maguire Blvd., Ste. 101  
Columbia, Missouri 65201  
Email: [jstedem@oatstransit.org](mailto:jstedem@oatstransit.org)

## Format:

Proposals shall be organized in a user-friendly manner to be able to identify the different categories and pertinent information. Proposals should include the following qualifications:

- Name of the company
- Name of services proposed
- Include if there are any third-party companies involved to perform needed deliverables
- Service/maintenance and technical support to be provided by the firm

## Selection/Evaluation Criteria

1. OATS reserves the right to reject any and all proposals.
2. OATS may award Brokerage services only and elect not to award Administration services or we may award Brokerage services to one company and Administration services to another.

3. Each proposal will be evaluated from an overall cost perspective and for services that will best meet OATS' needs.
4. OATS' benefit plan year renews on January 1<sup>st</sup>.
5. Coverage will be placed for three years with the successful respondent. Should circumstances be to OATS' benefit, OATS does reserve the right to acquire other quotes at any renewal date.
6. The price quoted shall be firm for 90 days.
7. This is not a competitive bid process. The procurement method that OATS is using is competitive negotiation.
8. A review will be done on all proposals and further questions and clarification may be necessary to properly evaluate them.
9. An authorized representative of the firm must manually sign the proposal.
10. This RFP does not commit OATS, Inc. to pay any cost incurred by proposer in the preparation or submission of the RFP.
11. All detail price data will be held in strict confidence to the extent permitted by law.
12. This RFP and any and all addenda, and the successful firm's proposal shall become part of the contract between OATS and the firm. The complete contract will be a public document.
13. All questions from proposers and OATS' responses will become an addendum to this RFP.
14. This bid must follow all applicable Federal statutes, regulations, executive orders, FTA circulars and other Federal administrative requirements in carrying out any grant or cooperative agreement awarded by the Federal Transit Administration.
15. The contract for Insurance Broker services will be executed by the Executive Director for OATS, Inc.

**Prohibited Interest:** No members, officers, or employees of OATS, Inc. during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Missouri State Legislature or to the Congress of the United States shall be admitted to any share of any part of this purchase or any benefit arising therefrom. No relative of any member of the OATS, Inc, Board of Directors or its employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

**Submittal checklist:** In addition to addressing all the items required to enable OATS to make an informed selection, please assure your submittal includes the following:

**Federally Required Contract Clauses and Certifications**

Attached is a list of contract clauses and certifications required by the Federal Transit Administration - **Attachment B**. These requirements must be agreed upon and signed. ***The signed statement and signed certifications must be included adhering to the federal requirements of this purchase.***

OATS will set up a review committee to review the proposals received based upon the following criteria:

**Experience and Resources of Organization:** Based on Broker's experience in similar projects and a description of the Broker's general organization, the year the company was established and the commercial premium volume, other than personal lines and benefits that describes the company.

**Experience and Expertise of Service Team:** Based on key principals identified and any alternates who would be directly involved with the day-to-day service on the OATS account including the depth and quality of experience and professional qualifications and certifications. (A resume may be attached.)

**Fees for Services/Pricing:** Based on total cost to OATS for services provided and offered under this proposal. **Attachment D**

**References:** References provided by Broker where similar services have been provided to Missouri transit or nonprofit entities or other accounts of similar size and characteristics as OATS. **Attachment F**

**Intent:** It is the intent of OATS to enter into a single agreement with the selected Broker to provide professional insurance broker services as described herein. However, OATS reserves the right to enter into agreements with more than one Broker should that prove more advantageous or it's determined that a single Broker cannot meet all the needs. OATS also reserves the right to not change carriers should a review of quotes provided by Broker prove to not be satisfactory.

**Broker selection, fees and project duration:** The Broker will be selected through a competitive qualification proposal process for Insurance Broker services. Proposers will be narrowed down to no more than four finalists on the basis of evaluation criteria. The successful Broker will be selected from the finalists. Interviews and presentations may be required. The cost of proposal development, printing, interviews and presentations will be entirely borne by the proposers. OATS reserves the right to extend or end the process at any time.

**Protest procedures:** A bid award protest must be submitted in writing and must be received by OATS, Inc. within ten (10) calendar days after the date of award. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information:

- Name, address, and phone number of the protester;
- Signature of the protester or the protesters representative;
- RFQ title;
- Detailed statement describing the grounds for the protest; and
- Supporting exhibits, evidence, or documents to substantiate claim.

**Experience and financial statements:** Pre-qualification statements are not required of proposers. Proposers may be requested to submit financial and experience statements subsequent to the opening of proposals together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**Prohibited interest:** No members, officers, or employees of OATS, Incorporated during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. No member or delegate to the Missouri State Legislature or to the Congress of the United States shall be admitted to any share of any part of this purchase or any benefit arising therefrom. No relative of any member of the OATS, Incorporated, Board of Directors or its employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

**Oral statements not binding:** It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

# ATTACHMENT A Service Region Map



## Service Region Map

**Northwest Region Office**  
1306 S. 58<sup>th</sup> Street  
St. Joseph, MO 64507  
(816) 279-3131 (800) 831-9219

**Northeast Region Office**  
3006 Jims Road  
Macon, MO 63552  
(660) 415-0901 (800) 654-6287

**Home Office**  
2501 Maguire Blvd., Ste. 101  
Columbia, MO 65201  
(573) 443-4516 (888) 875-6287

**Mid-MO Region Office**  
2501 Maguire Blvd., Ste. 103  
Columbia, MO 65201  
(573) 449-3789 (800) 269-6287

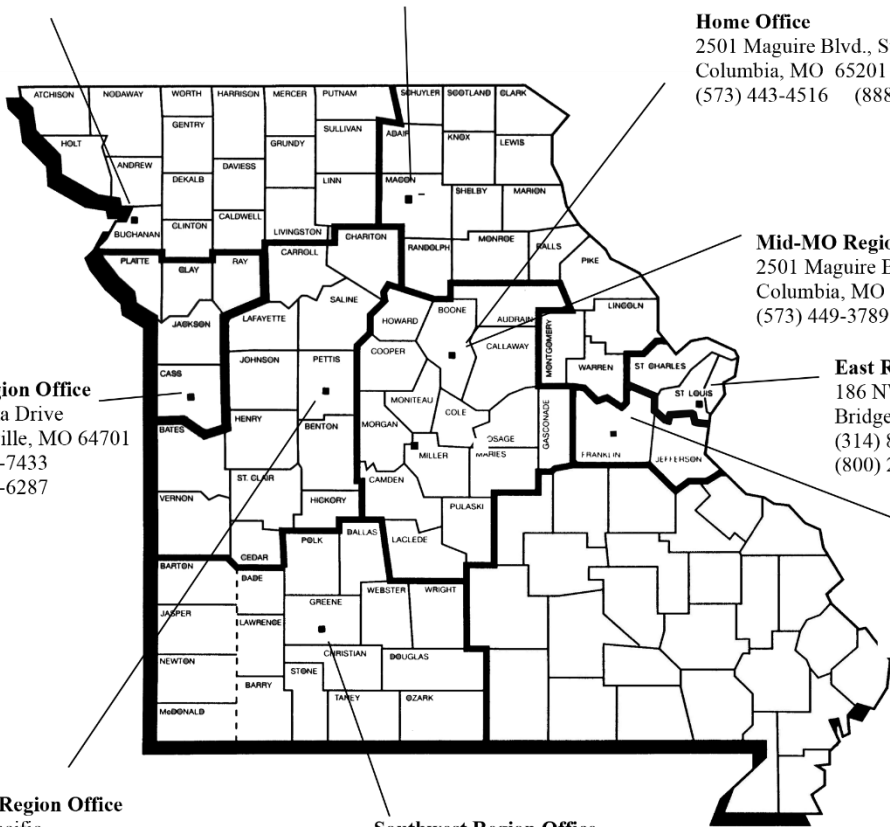
**East Region Office**  
186 NW Industrial Ct.  
Bridgeton MO 63044  
(314) 888-6720  
(800) 201-6287

**Midwest Region Office**  
247 Independence Dr.  
Union, MO 64084  
(636) 583-1125  
(800) 373-1631

**West Region Office**  
2109 Plaza Drive  
Harrisonville, MO 64701  
(816) 380-7433  
(800) 480-6287

**Midwest Region Office**  
107 W. Pacific  
Sedalia, MO 65301-3010  
(660) 827-2611 (800) 276-6287

**Southwest Region Office**  
2909 N. Martin Ave.  
Springfield, MO 65803  
(417) 887-9272 (800)770-6287



Note: Individuals who are deaf, hard of hearing, or speech-impaired, please call Missouri Relay Service at 711 for assistance in scheduling transportation.

## ATTACHMENT B

### Missouri Department of Transportation Federal Transit Administration Certifications & Assurances

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This procurement will be partially funded from a grant through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Therefore, the successful bidder will be required to comply with federal statutes and regulations listed below. The following pages contain the model language for each clause. Please review carefully and indicate below if you would agree to comply with these clauses should you be the successful bidder. Return the signature page with your proposal.

There is a separate certification attesting you are not debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department that must be submitted with your proposal.

**NOTE: Your signed commitment to comply is required for us to consider your submission responsive.**

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**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:** (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307): (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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. (2) 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 under a contract connected with a project that is financed in whole or in part with Federal assistance originally

awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**ACCESS TO RECORDS AND REPORTS** (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17):  
The following access to records requirements apply to this Contract:

1. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. 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.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

**FEDERAL CHANGES** (49 CFR Part 18): 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**TERMINATION** (49 U.S.C. Part 18; FTA Circular 4220.1F):

**a. Termination for Convenience (General Provision)** OATS, Inc. (hereafter referred to as the Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, 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, the (Recipient) 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. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) 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 notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**CIVIL RIGHTS REQUIREMENTS** (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.): The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal



employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal 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 Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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. (b) 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. (c) 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)** (49 CFR Part 26):

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) is 10%. 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 OATS, Inc. deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the OATS, Inc.

d. The contractor must promptly notify OATS, Inc., whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of

work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of OATS, Inc.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** (FTA Circular 4220.1F): The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any OATS, Inc. requests which would cause OATS, Inc. to be in violation of the FTA terms and conditions.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by OATS, Inc. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to OATS, Inc., the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**ENERGY CONSERVATION REQUIREMENTS** (42 U.S.C. 6321 et seq.; 49 CFR Part 18):

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**CONFORMANCE TO NATIONAL ITS ARCHITECTURE:** To the extent applicable, OATS, Inc. agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**NONDISCRIMINATION ON THE BASIS OF DISABILITY:** The Proposer agrees to comply with the following Federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally 42 FTA Master Agreement MA(21), 10-1-2014 funded programs or activities, (b) The Americans with

Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

\_\_\_\_\_ **agrees to all certifications, conditions and assurances listed above.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Certification of Debarment, Suspension, Proposed Debarment and Other Responsibility Matters**

\_\_\_\_\_ certifies, and OATS, Inc. relies thereon in execution of this Agreement, that neither \_\_\_\_\_ nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal Governmental Agency or Department;

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

\_\_\_\_\_ shall provide immediate written notice to OATS, Inc., if at any time during the term of this contract, including any renewals hereof, \_\_\_\_\_ learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

\_\_\_\_\_ certification is a material representation of fact upon which OATS, Inc. has relied in entering into this Agreement. Should OATS, Inc. determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, OATS, Inc. may terminate this Agreement.

Certified By: \_\_\_\_\_  
(Company Name)

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Printed Name of Authorized Representative)

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

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

**ATTACHMENT C:  
Contact Information**

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

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

Contact Person: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Submitting Qualifications

**ATTACHMENT D:  
Pricing Sheet**

Please outline and detail how the broker will be compensated, now and in the future. Include complete disclosure of any and all fees/commissions/contingent or volume commissions/ overrides/ bonuses/ rebates your organization received each year as a result of your organizations work on our behalf.

<b>Commission/Fee Structure</b>	

Please delineate below rates for any additional services outside the scope of services and rates charged.

<b>Additional Services</b>	<b>Hourly Rate/ Cost</b>

**ATTACHMENT E:  
Broker Qualifications Checklist**

1. Business Classification (check or specify all that apply):  
 Individual  
 Partnership  
 Corporation
  
2. Employer Identification Number: \_\_\_\_\_
  
3. Has the Broker been disqualified by any public agency from participation in public contracts?  
 No                       Yes
  
4. How long has the Broker been in business?  
  
Years in Business, \_\_\_\_\_  
\_\_\_\_ years experience brokering Employee Benefits Plans  
\_\_\_\_ years experience brokering Administration of Benefit Plans
  
5. Is the Broker, its affiliates or subsidiaries subject to any contract that may create a conflict of interest with and/or prohibits the Broker, its affiliates and/or subsidiaries from providing Contractor services to OATS?  
 No                       Yes - If yes, explain below:
  
6. Is the Broker licensed to do business in the state of Missouri?    No                       Yes
  
7. Is the Broker DBE-certified by the Missouri Department of Transportation?  
  
 No                       Yes, if yes, include proof of certification

Information about MoDOT's DBE program can be found online at the link below, including a DBE Application Packet.   <https://www.modot.org/dbe-program>

If you answered no to the above, is your firm planning on filing an application to become DBE-certified by the Missouri Department of Transportation?

- No                       Yes

**ATTACHMENT F:  
References**

Provide at least 3 references by completing the form below for each one.

Entity:	
Contact Name:	
Email of Contact: <i>(preferred method of communication)</i>	
Telephone #:	
Fax #:	
Date & Description of Services Provided:	

Entity:	
Contact Name:	
Email of Contact: <i>(preferred method of communication)</i>	
Telephone #:	
Fax #:	
Date & Description of Services Provided:	

Entity:	
Contact Name:	
Email of Contact: <i>(preferred method of communication)</i>	
Telephone #:	
Fax #:	
Date & Description of Services Provided:	