



Request for Proposals For Executive Director

July 6, 2021

The Missouri Public Transit Association (MPTA) seeks an outstanding individual with experience in managing a complex membership organization. He or she must be a masterful communicator and external facing leader with the ability to move the organization forward, grow membership and adapt to industry challenges.

MPTA is a statewide 501(c)(6) association comprised of transit entities and individuals who value personal mobility as a basic quality of life by promoting access to public transit services.

Reporting to a Board of Directors, the Executive Director develops and recommends to the Board those policies, plans and programs that will effectively meet the needs of the membership, and that will enhance the growth and reputation of transit and MPTA.

This is a full-time position and will be considered an independent contractor; as such, any individual retained in the position will be responsible for all employment-related benefits. Firms interested in filling the position will be required to assign a single individual to fulfill this role and provide information about that individual in their response. MPTA is seeking a term of three years with the potential for two one-year renewals.

Statements of Proposal will be received until **3:00 PM, CST on Friday, August 6, 2021**. Proposals arriving after the date and time specified may be declared non-responsive and will not be considered for evaluation. These materials should be sent electronically via e-mail to MPTA President at mmehmert@jeffcitymo.org.

While electronic communication is preferred, documents that must be mailed may be sent to: Mark Mehmert, President, MPTA, City of Jefferson Transit, 820 E. Miller St., Jefferson City, MO 65101.

For information regarding the Scope of Services or RFP please contact Mark Mehmert, 573-634-6599, mmehmert@jeffcitymo.org. Additional information regarding MPTA and its membership is available at the Association's Web Site: www.mopublictransit.org.

Mark Mehmert
President/MPTA

Organization Overview

Incorporated in 1981, The Missouri Public Transit Association was established to:

- Represent the interests, policies, requirements and purposes of public transit in Missouri.
- Exchange experiences, discussions and comparative studies of industry affairs relating to transportation.
- Promote research and investigations toward improving public transit in Missouri.
- Aid member organizations with special issues and legislation pertaining to public transit.
- Encourage cooperation among its members, its employees and the general public.
- Inform members by the collection, and the compilation of data and information relative to public transit in Missouri.

Today, MPTA is governed by a Board of Directors that is currently comprised of 17 members and serves over 60 members. The Board has identified three key Goals of the Association:

- GOAL #1** Elevate the status of transportation in Missouri.
- GOAL #2** Build new coalitions to expand advocacy.
- GOAL #3** Promote and support individual members of MPTA.

With overall responsibility for driving organizational excellence, this position offers a diverse range of challenges. If after reviewing the Scope of Services (next page) you're ready to support our truly important mission, please go to the Instructions for Submittal of Proposals section on page 5 to proceed.

MPTA values diversity and is committed to equal opportunity for all persons regardless of age, color, disability, ethnicity, marital status, national origin, race, religion, sex, sexual orientation, veteran status or any other status protected by law.

Our Mission: *The Missouri Public Transit Association values personal mobility as a basic quality of life by promoting access to public transit services.*

Scope of Services

INTRODUCTION

The Executive Director serves as the “face of public transit in Missouri,” as well as key spokesperson and partnership-builder for the association. They are responsible for building coalitions among natural allies, including transit users and others. He or she will provide the leadership and focus required to effectively mobilize stakeholders. The Executive Director is also responsible for the administrative functions of the association. The Executive Director will manage the day-to-day operations, formulate and recommend policy, oversee all financial matters of the association, provide information and materials necessary to effectively represent the association’s policies and priorities at all levels of government and within the private sector, and provide leadership in positioning transit at the local, regional, and state levels.

The Executive Director should demonstrate broad-based experience in management and coalition building. It is desirable that the Executive Director has an understanding of the Missouri and federal legislative process. Because of the requirements relating to federal funding of a substantial portion of the cost of Association management, the Executive Director will not be expected, or allowed, to engage in lobbying activity as defined by the Federal Transit Administration (FTA); however, educating others, including elected officials, on the benefits of public transportation will be a key element of the job. Experience with public transportation issues is preferred, but not required.

The Executive Director position is considered full-time and will be required to enter into an independent contractor agreement with the association. A copy of the contract the successful proposer will be required to execute is included. While MPTA does not require this contract be the Executive Director’s sole client, it is required that this individual be publically recognized as the Executive Director of MPTA, and must be free of potential conflicts with other clients.

FOCUS OF JOB AND SPECIFIC RESPONSIBILITIES:

The primary focus of the Executive Director’s job is to be the face of public transit in Missouri and the external face of MPTA, as the organization representing public transit throughout the state. An additional responsibility is to oversee or provide the support services necessary to assure that the Association presents a professional image of public transit in Missouri and is effectively managed.

Specific responsibilities of the Executive Director include, but are not limited, to:

1. Working in close collaboration with the Board, to develop a coalition-building plan that will serve as a blueprint for achieving the goal of building awareness of the value of transit to all Missourians. The achievement of this goal by MPTA will provide greater value to members, and ultimately build membership and engagement. The plan should address these key areas:

- a. Building recognition of the value of transit to every Missouri citizen.
 - b. Educating the key elements of Missouri government, specifically the members of both Houses of the General Assembly and the Governor and his or her staff, in the value of public transit and its importance to the future of the state.
 - c. Building the MPTA Brand
 - d. Outreach
 - e. Education
 - f. Strategic planning
2. Maintain and update the website www.mopublictransit.org to remain current and responsive and a valuable resource to members and others seeking information on Missouri public transportation.
 3. Develop strategies for communicating that include virtual applications when necessary, as well as through social media, website, print, etc. Identify and report on earned media coverage.
 4. Establish and maintain a collegial and cooperative working relationship with elected officials, advocates and other key stakeholders at the state and federal level, to ensure concise, coordinated and professional conveyance of the Association's key message and direction.
 5. Administration of the Association's business plan and practices and administrative functions, including:
 - a. Development and adherence to a financial plan and annual budget.
 - b. Accurate accounting and regular reporting of all revenues and expenditures.
 - c. Organization and direction of the Association's Annual Meeting, regular quarterly and such special meetings as the Board may schedule. The Executive Director will attend all such meetings, unless excused by the Board.
 - d. Assistance with organization and logistics for legislative events, develop strategy for State Capitol visits.
 - e. When appropriate and approved by the Board, attendance at and support for American Public Transportation Association (APTA) Conferences, Community Transit Association of America (CTAA) Conferences and other events as directed or approved by the Board.
 - f. Organization and record keeping of all Board actions.
 - g. Development and implementation of MPTA policies and procedures.
 - h. Analysis and evaluation of issues relevant to transit at the local, state, and national levels.
 - i. Maintenance of MPTA documentation, including taxes, corporate documentation, any required lobbying certifications, audit, and other legal documents.
 - j. Recruitment and retention of members.
 - k. Providing assistance to the President and other Board officers and members in carrying out the duties and responsibilities of their offices.
 - l. The Executive Director will be required to attend four regularly scheduled quarterly meetings of the Board of Directors.
 - m. The Executive Director will be required to organize and attend the Association's Annual Conference including multi-state conferences.

- n. In the case of any Board Meeting, the Executive Director is responsible for all Board meeting logistics, with an eye toward running an efficient meeting with value for members.
 - o. The Executive Director will manage the work of a state lobbyist, approved by MPTA.
6. The Executive Director will employ or contract for all staff necessary to carry out the duties and responsibilities of the Executive Director's job as set out in this RFP.

Instructions for Submittal of Proposals

GENERAL

Statements of proposals submitted will be reviewed thoroughly. It is essential that respondent(s) read each of the sections carefully and formulate complete and appropriate responses. The Association reserves the right to require additional information, as well as clarification of information submitted in order to complete its evaluation.

Where the words "**Association**" and "**MPTA**" are used in these instructions, reference is made to the Missouri Public Transit Association. The words "**offer**," "**contract proposal**" and "**proposal**" are synonymous, and it is understood that once the Association accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.

LIMITATIONS

This request for proposals does not commit the Association to award a contract, or pay any cost incurred in the preparation of a proposal to this request. The Association reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified sources, or to cancel in part or in its entirety this request for proposals if it is in the best interest of the Association. The contents of the proposal submitted by a respondent may become a contractual obligation if a contract ensues.

All contractual agreements are subject to final approval by The Missouri Public Transit Association's Board of Directors.

FEDERAL FUNDING REQUIREMENTS

Federal funds will be used to fund a portion of this contract so the respondent must be aware of and adhere to Federal Transit Administration guidelines as outlined in the Formula Program as authorized in Title 49, United States Code. Contract clauses required by the Federal Transit Administration of the US Department of Transportation will be incorporated into the Association's contract document either directly or by reference.

RESPONDENT RESPONSIBILITY

Should respondent find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to meaning or intent, the respondent shall immediately notify the Association in writing. Written instructions will be sent notifying all known potential respondents of such discrepancy, if any, and of any changes.

The respondent is required to complete and submit their proposal in the specified format and in

accordance with the specified schedule. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The Association reserves the right to examine all factors bearing on a respondent's ability to perform the services set out in the Scope of Service.

The proposal and all other accompanying documents or materials submitted by a respondent will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the closing time. No proposal may be withdrawn for a period of 120 days after the time as set herein for the closing.

SECTION I - FORMAT OF PROPOSALS

INTRODUCTION

The intent of this executive director search is to encourage submittals that clearly communicate the individual or firms' qualifications. Submittals should provide information in a concise and well-organized manner. All submittals should follow the format outlined below. This format will assist the Selection Committee in evaluating qualifications.

PACKAGING & DELIVERY OF PROPOSAL

Respondents shall deliver their submittal electronically in a PDF file to MPTA President Mark Mehmert at mmehmert@jeffcitymo.org.

In the Subject Line type **MPTA RFP PROPOSAL SUBMITTED BY [name of individual or firm]**

While electronic communication is preferred, documents that must be mailed may be sent to:

Mark Mehmert, President, MPTA
City of Jefferson Transit
820 E. Miller St.
Jefferson City, MO 65101

The Association must receive the submittal no later than **3:00 p.m. CST on August 6, 2021**. Submittals not received by this time, submitted to another location, or submitted in a format different from that described below shall not be accepted.

PROPOSAL CONTENTS

COVER LETTER

A cover letter from the respondent introducing their firm or self, as well as the name and phone number of the contact person for the firm should be included.

SUMMARY

The respondent or consultant should summarize its understanding of the "Scope of Work," to allow for the Selection Committee to determine the consultant's level of understanding of the services required for categories on which they are proposing.

PROFILE OF THE INDIVIDUAL OR FIRM

This section should set forth a general description of the respondent, including the following information:

1. Name or firm name (if firm, name of individual assigned this role);
2. Location of offices;
3. Date the firm(s) was (were) established, or length of experience of individual; and
4. A brief description of the individual or firm's history. This should include information regarding any other staff members who will be doing work for the Association.

PRIOR EXPERIENCE OF FIRM AND PERSONNEL

Describe the respondent's reputation and capability to successfully implement this type of contract and work. Give a brief description of the individual proposer or firm's experience in similar jobs. State whether the individual or firm is local, regional, or national and how long it has been in existence under current ownership or management. When citing prior experience, briefly describe specific responsibilities. Describe the exact role the firm or individual played.

REFERENCES

Complete Attachment A, "**References.**"

CONTRACT MANAGEMENT

Describe the organizational structure if a firm. Include a clear and concise description of how the contract will be managed in the following areas:

1. Overall Management: Describe the organizational structure of the firm as it may relate to this contract. Identify the individual who will serve as the Executive Director as well as other employees who will be assigned and their exact role(s).
2. Key Personnel: In an outline format, identify all key personnel for the firm or team and provide a résumé identifying their title. Describe their experience and availability.
3. Contract Cost Proposal: The individual or firm will clearly delineate the proposed cost to the Association if they are retained. This Cost Proposal will include:
 - a. Basic payment for all of the services outlined in this RFP;
 - b. The desired frequency of payments, e.g. Monthly;
 - c. The desired length of a contractual relationship with the Association;
 - d. Any additional, regularly recurring costs;
 - e. Expenses to be reimbursed; and
 - f. Other costs.

If the Association determines that the proposed cost of a firm or individual is too high, a decision may be made to exclude that firm or individual from further consideration.

The Association plans to enter into negotiations regarding cost with proposers, following the selection process outlined below.

4. **Statement Regarding Conflicts of Interest:** The proposer shall complete Attachment B, “Conflict of Interest Certification” identifying any potential conflict of interest that may interfere with its duties as Executive Director of the Association. This conflict shall extend to any partners or employees of the proposer’s firm, any member of his/her immediate family, any organization that employs, or is about to employ, any of the above, that may have a financial or other interest that directly conflicts with the goals and objectives of the Association, its member transit providers and other member organizations.

SECTION II - SELECTION PROCESS

EVALUATION PROCESS

Contract negotiations will be initiated with the firm or individual that, in the opinion of the Association, best meets the needs of the Association for this service.

Responsiveness: respondents must meet all the following to be considered.

- a. Submittal meets the Association’s deadline.
- b. Completeness of proposal. Requested information is provided and all required forms complete, signed and dated.

CONSULTANT INTERVIEWS AND PRESENTATIONS

The Selection Committee will review and analyze all proposals that are determined to be responsive. Based on their written proposal, the Association’s Selection Committee may complete in-person or telephonic interviews and make recommendations to the Board regarding those proposers who should be interviewed by the Board. Said individuals or firm(s) may be required to make a presentation, at their own expense, to the entire Board, through a virtual meeting.

CONSULTANT SELECTION / NEGOTIATION of COST

Based on the evaluation process described above, the Board will determine the best-qualified firm. Negotiations will then begin with the selected firm or individual to determine final cost and price information. If the Association and the proposer fail to reach an agreement, the Association will enter into negotiations with the next best qualified firm or individual.

Attachment A - References

Work performed by the Proposer in the last 10 years that best illustrates current qualifications relevant to this project. Use as many copies of this sheet as necessary.

Proposer: _____

Client Name & Address:	_____		
Contact Name & Title:	_____		
Contact E-mail:	_____	Contact Telephone:	_____
Dates of Service:	_____	To	_____ Contract Award Amt.: \$ _____
Description of Project:	_____ _____ _____		

Client Name & Address:	_____		
Contact Name & Title:	_____		
Contact E-mail:	_____	Contact Telephone:	_____
Dates of Service:	_____	To	_____ Contract Award Amt.: \$ _____
Description of Project:	_____ _____ _____		

Client Name & Address:	_____		
Contact Name & Title:	_____		
Contact E-mail:	_____	Contact Telephone:	_____
Dates of Service:	_____	To	_____ Contract Award Amt.: \$ _____
Description of Project:	_____ _____ _____		

Attachment B – Conflict of Interest Certification

As the Executive Director of the Missouri Public Transit Association, I hereby certify that there is no conflict of interest, whether real or apparent, that shall prevent me from performing my duties for the Missouri Public Transit Association (MPTA). This conflict shall arise when:

1. The contractor, or agent,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization that employs, or is about to employ, any of the above, has a financial or other interest in a firm that may be in direct conflict with the goals and objectives of the Missouri Public Transit Association.
5. In addition, Contractor is expected to avoid actual and potential conflicts of interest and situations that might give the appearance of a conflict of interest with MPTA or any of its member transit providers and other member organizations. 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 MPTA, or any of its member transit providers and other member organizations, or that would impair the Contractor's objectivity in performing work under this Contract.

I agree not to:

1. Release to an individual or concern or its representative any knowledge I have concerning these services that would give an unfair competitive advantage.
2. Make any commitment or promise relating to the selection of a contractor, or award of a contract, and no representation that could be construed as such a commitment.

I hereby certify that:

____ I did not identify any potential conflict of interest, financial or otherwise, regarding my involvement in the process for the subject RFP.

____ I identified the following possible conflict(s) of interest for myself in the procurement process for fairly evaluating all proposals made in response to the subject RFP.

EXPLANATION:

Signature of Individual or Firm

Date

CONTRACT FOR SERVICES
AS
EXECUTIVE DIRECTOR - MPTA

THIS CONTRACT, made _____ 2021, by and between the Missouri Public Transit Association (hereinafter “MPTA” or “Association”) and (name) _____ (hereinafter “Contractor”), (address)_____.

WITNESSETH:

WHEREAS, MPTA desires to retain the Contractor to provide services for the Association as Executive Director as described on the Association’s RFP dated May 10, 2021; and,

WHEREAS, Contractor desires to enter a Contract with MPTA for Executive Director services;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree:

I. TERMS

This Contract shall be for a period of _____ () months, commencing _____, 2022 and ending _____. Notwithstanding the period set forth above, either party to this Contract may upon sixty (60) days written notice of termination, terminate the performance of work and services hereunder in whole. In the event of any such termination, payments are limited to amounts accrued and due as of the effective date of the termination in accordance with the provisions for payment set forth below.

This Contract may be extended at MPTA’s option for up to two additional twelve-month terms, at fees to be mutually agreed upon. It is anticipated that the first such twelve-month extension shall, at MPTA’s option, be approved by the Association on or before [month/ day contract originally commenced], 2022. Subsequent extensions, at the option of MPTA, shall be approved by the Association on or before the first day of [month contract originally commenced] of succeeding years. In the event the parties are unable to agree on the terms and conditions of any such extension prior to [month contract originally commenced] of the then-current contract or extension year, this contract shall automatically extend for an additional sixty (60) day period.

II. RESPONSIBILITIES AND SCOPE OF WORK

Contractor will provide Executive Director services to MPTA as set out in the Association’s RFP dated May 10, 2021 and as determined from time to time by the Program of Work adopted by the Board of Directors. Contractor will provide monthly reports giving a broad overview of services rendered.

Contractor shall perform the services consistent with the Request for Proposal solicited by MPTA dated May 10, 2021, and the Proposal for Executive Director Services for MPTA as

submitted by _____ dated _____, 2021.

Both the MPTA's RFP and the Contractor's Response to the RFP are incorporated herein by reference.

III. COMPENSATION

As compensation for services rendered, Contractor shall be paid \$ _____ per year for _____ year(s), payable in _____ () equal monthly installments of \$ _____. (Or on such other basis and/or schedule as agreed between the parties.) Such fee includes not only the payment for services but also a fee for the leasing of office equipment and other equipment the Contractor owns which will be used for MPTA purposes. The first payment will be due _____ 1, 2022 with subsequent payments due on or before the 1st day of each month. Invoices for such fees will be submitted a minimum of five (5) working days in advance of the date on which the payment is due.

Items purchased on a one-time basis by the Contractor (or directly by the Association) will be the property of the Association. Computer hardware and software and other like items requiring registration and/or licensure will be registered and/or licensed as the property of the Association. Any additional one-time purchase items that will be the property of the Association will be subject to approval by MPTA. In the event of the termination of this Contract, Contractor agrees to immediately surrender any and all such items to MPTA or to a third party designated by MPTA.

Compensation to be paid under any future extensions of this Contract shall be subject to negotiation by the parties.

Contractor shall receive reimbursement of out-of-pocket expenses incurred in the conduct of its services to MPTA when prior approval is obtained, when such out-of-pocket expenses are not covered by the monthly payment set out above. Out-of-pocket expenses may include meals, travel and lodging for approved travel required by the Association. Mileage expense shall be billed at the current federal reimbursement rate. Mileage expense and all other expenses claimed by Contractor shall be listed in detail with receipts attached, and submitted to the MPTA designated officer for approval. Such expenses shall be reimbursed at actual cost.

IV. CONTRACT IN ENTIRETY

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

V. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, without the prior written consent of MPTA thereto. In the event of MPTA's consent to assignment of this Agreement, all of the terms, provisions and conditions of the

Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

VI. CHANGES

MPTA at any time, may request changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Contract, an equitable adjustment shall be negotiated and made by written modification.

VII. CONFLICTS OF INTEREST

Contractor is expected to avoid actual and potential conflicts of interest and situations that might give the appearance of a conflict of interest with MPTA or any of its member transit providers and other member organizations. 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 MPTA, or any of its member transit providers and other member organizations, or that would impair the Contractor's objectivity in performing work under this Contract. Should such conflicts arise after execution of this Contract, Contractor agrees to immediately notify the then current MPTA President of such conflict(s). In the event Contractor does not provide notification of the potential conflict of interest, or MPTA is unwilling to waive the conflict of interest and Contractor nonetheless represents the client, who creates the conflict, this Contract will be terminated immediately. Other provisions of this Agreement to the contrary notwithstanding, in the event of such immediate termination MPTA will pay Contractor for services through the date of termination in accordance with the provisions for payment set out herein.

VIII. CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to MPTA and must be continued without interruption and that, upon contract expiration, a successor; either MPTA or another contractor may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

The Contractor shall, upon MPTA's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this Contract terminates and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. Fees for such services shall be negotiated but be based on fees in this contract.

IX. CONTRACTOR'S PERSONNEL

- A. All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work 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 MPTA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that _____ shall serve as the primary staff person of Contractor to undertake, render and oversee all of the services of this Contract and shall be designated Executive Director, MPTA. This shall be subject to the following paragraph on MPTA's right to remove personnel.

- B. MPTA reserves the right to require the Contractor to remove any personnel and or subcontractors for failure to meet the agreed to performance standards which have been mutually agreed to by Contractor and the President of MPTA.

X. GOVERNING LAW

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri.

XI. FEDERAL REQUIREMENTS

Contractor agrees to comply with applicable law and regulations of the Federal Transit Administration (hereinafter "FTA") of the U.S. Department of Transportation (hereinafter "DOT") including, but not limited to: Lobbying as set out in 31 U.S.C. 1352 and 49 CFR Part 19 and 49 CFR Part 20; Access to Records & Reports as set out in 49 U.S.C. 5325 and 18 CFR Part 18.36(i) and 49 CFR 633.17; Program Fraud and False or Fraudulent Statements and Related Acts as set out in 31 U.S.C. 3801 et seq. and 49 CFR Part 31 18 U.S.C. 1001 and 49 U.S.C. 5307; Government-Wide Debarment and Suspension (Non Procurement) as set out in 49 CFR Part 29, updated November 26, 2003; and, Civil Rights Requirements as set out in 29 U.S.C. § 623, 42 U.S.C. § 2000 and 42 U.S.C. § 6102, 42 U.S.C. § 12112 and 42 U.S.C. § 12132, 49 U.S.C. § 5332 and 29 CFR Part 1630, 41 CFR Parts 60 et seq.

To the extent required by law or regulation, the parties agree that contractual provisions of the Federal Transit Administration of the U.S. Department of Transportation applicable to this contract are incorporated herein by reference.

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 4220.1E, 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 Association requests which would cause MPTA to be in violation of the FTA terms and conditions.

XII. INDEPENDENT CONTRACTOR

The parties hereto agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent or employee of MPTA. MPTA 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 or resulting from performance of duties under this Contract.

Contractor shall be solely responsible for the withholding or payment of all federal, state and local personal or corporate income taxes, social security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees providing services pursuant to this Contract.

XIII. INSURANCE AND BONDING

Contractor shall at all times during the term of this Contract maintain a bond sufficient to cover the assets of MPTA. Contractor shall also maintain public liability and property insurance.

XIV. OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK

- A. All reports, programs, documentation, designs, studies, plans, specifications, schedules and other materials prepared, or in the process of being prepared of any kind and nature whatsoever, for the services to be performed by Contractor shall be and are the property of MPTA. Such items shall be identified in an appropriate manner by a title containing MPTA's name.
- B. MPTA shall be entitled access to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor upon completion or termination of the Contract, shall be immediately delivered to MPTA.
- D. Access to or copies of any reports, information, data, and any other materials of any kind and nature whatsoever available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior consent of MPTA.
- E. Contractor shall, upon request, transmit to the MPTA Secretary/Treasurer or other officer designated by the MPTA Board, a copy of all Contractor-maintained electronic records and files relating to the Association.

XV. MISCELLANEOUS PROVISIONS

The following Appendices are attached and incorporated herein:

Appendix A. Request for Proposal issued by MPTA, dated June 21, 2021

Appendix B. Proposal for Executive Director Services for MPTA as submitted by _____, dated, _____, 2021.

This Contract entered into by the parties hereto on the date first above written.

Missouri Public Transit Association;

by:

_____ *by:*

Mark Mehmert, President
Missouri Public Transit Association

Contractor