

Request for Proposal

Proposal Number: FY21-0802-RMS
Risk Management and Insurance Broker/Consultant Services



FLINT HILLS AREA TRANSPORTATION AGENCY, INC

Finance Department
Melanie Tuttle, Finance Director
5815 Marlatt Ave
Manhattan, KS 66503
Telephone: 785-537-6345
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Proposals are due no later than
5:00 p.m. CST on Friday, August 28

In order to receive communication, including addenda's, regarding this Invitation to proposal; you must notify Melanie Tuttle via email of your interest in this solicitation: mtuttle@fhata.org
All communication will be sent to known solicitation holders via email. FHATA will not be responsible for communicating with firms that do not notify us of their interest in this solicitation.

Flint Hills Area Transportation Agency (FHATA)
Request for Proposal #: FY21-0802-RMS
Risk Management and Insurance Broker/Consultant Services

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Flint Hills Area Transportation Agency (FHATA)

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A. REQUEST FOR PROPOSAL

Flint Hills Area Transportation Agency (“FHATA” or Agency) is a unique combination of two legally-separate Organizations working to provide the same common goal and vision to provide and promote the highest quality transit services to the Flint Hills communities. The Agency is made up of Flint Hills Area Transportation Agency, Inc. (a nonprofit corporation) and Flint Hills Area Transportation Board (a quasi-governmental entity). The Agency offers public transportation services in the Flint Hills region providing various public transportation services including Fixed Route services in the Cities of Manhattan and Junction City, as well as para transit services and demand response services through Riley, Pottawatomie and Geary Counties. FHATA partners with the local governments in each jurisdiction, as well as various businesses and Kansas State University (“KSU”).

1. Summary/Objective

FHATA is soliciting firm cost proposals for the following primary tasks: Analysis, recommendation, negotiation and placement of insurance (Workman’s compensation, liability and employee benefits). FHATA requires that for all tasks, the successful Proposer assign a dedicated representative to work with the Agency and it’s Risk Management team. The Agency has one facility that houses operations, administration and our bus maintenance facility and currently employs approximately 55 full-time equivalent employees. The Agency currently has thirty-four buses in its fleet and no administrative vehicles. Details for scope of work are provided in Section D2.

FHATA will select the firm or firms who best meet the needs of the agency based on the response(s) to this Request for Proposal. It is to be clearly understood by all proposers the Agency may select as few as one or as many firms to perform the professional services sought. A firm may respond to one portion or all of the RFP, but must make it clear what they are submitting for. The successful proposer(s) may be retained for a initial three (3) year term. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2025. It is FHATA’s intent to award one or more contract(s) no later than September 9, 2020.

2. Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from Proposer by **5:00 p.m. CST, Friday August 21, 2020** and must be submitted in writing to **Melanie Tuttle, Finance Director**, at mtuttle@fhata.org and will anticipate having an answer by close of business Monday, August 24, 2020. If required, FHATA’s response to these submissions will be in the form of an Addendum.

3. Proposal Closing and Submission

Proposals must be received with all required submittals as stated in the IFB, no later than **5:00 p.m. CST on Friday, August 28, 2020**. Proposals received after time specified shall not be considered for award. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Proposals submitted must be addressed and delivered to FHATA at the following address. This is also the address to be used for all communication in connection with this IFB:

**Flint Hills Area Transportation Agency
Procurement Department
5815 Marlatt Avenue
Manhattan, Kansas 66503**

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

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B. NO PROPOSAL REPLY FORM

To assist us in obtaining good competition for our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include “**RFP #FY21-0802-RMS**” on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Bidder’s List by indicating below.

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

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

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

____ 3. We do not feel we can be competitive.

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

____ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

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C. PROPOSAL SCHEDULE

SCHEDULE ITEM	DUE DATE
RFP Issued / Advertised	August 12, 2020
Deadline for Proposer Questions, Comments, & Requests for Clarifications	August 21, 2020
FHATA Response to Questions	August 24, 2020
Proposal Closing:	5:00 pm on
Location: 5815 Marlatt Avenue, Manhattan, KS 66503	August 28, 2020
Contract Award (Anticipated)	September 9, 2020

Flint Hills Area Transportation Agency (FHATA)

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D. SCOPE OF WORK

1. Purpose and Background Information:

FHATA is soliciting firm cost proposals for the following primary tasks: Analysis, recommendation, negotiation and placement of insurance. FHATA requires that for all tasks, the successful proposer dedicate a representative to work with the Agency and its Risk Management team. FHATA will select the firm or firms who best meet the needs of the agency based on the response(s) to this Request for Proposal. It is to be clearly understood by all proposers the Agency may select as few as one or as many firms to perform the professional services sought.

The following tables represent the Agency's current lines of coverage, dates of coverage, premiums and limits.

Current Insurance Policies and Carriers are as Follows:

Coverage	Carrier	Inception	Expiration	Premium
Worker's Compensation	Accident Fund	11/1/2019	11/1/2020	\$48,952
Flex-Plus Five	Philadelphia Insurance	11/1/2019	11/5/2020	\$2,625
Commercial Lines	Philadelphia Insurance	11/1/2019	11/5/2020	\$152,266
Umbrella	Philadelphia Insurance	11/1/2019	11/5/2020	\$10,008
Employee Benefits:				
Health Insurance	Blue Cross Blue Shield	1/1/2020	12/31/2020	\$5,970
Dental Insurance*	Blue Cross Blue Shield	1/1/2020	12/31/2020	\$329
Vision Insurance*	VSP	1/1/2020	12/31/2020	\$120
Group Accident	Allstate	1/1/2020	12/31/2020	\$144
Critical Illness*	Allstate	1/1/2020	12/31/2020	Varies
Life Insurance*	AFLAC	1/1/2020	12/31/2020	Varies
Short-Term Disability*	AFLAC	1/1/2020	12/31/2020	Varies

**Insurance benefits are voluntary benefits, and premiums paid 100% by employee. FHATA pays a portion of the employee's health insurance and Accident Plan premiums. Premium listed are the lowest cost option on an individual premium. Those listed as varies, will vary dependent upon multiple factors, including age.*

Coverage	Limits (Period)	Retention/ Deductible	Individual Premium
Worker's Compensation			
Flex 5 – D&O Liability	\$1,000,000 annual	\$5,000 per claim	\$1,368
Flex 5 – Employment Practices	\$1,000,000 annual	\$5,000 per claim	\$1,176
Flex 5 – Fiduciary Liability	\$1,000,000 annual	\$5,000 per claim	\$81
Commercial Property – Building	\$2,000,000 annual	\$2,500 per claim	\$9,643
Commercial Property – PP	\$500,000 annual	\$2,500 per claim	
Commercial General Liability			\$2,913
Commercial KS Employee Theft	\$50,000 per claim	\$500 per claim	\$412
Commercial Auto Coverage	\$1,000,000 per claim	\$1,000 per claim	\$139,298
Commercial Umbrella	\$3,000,000 per claim	\$10,000 per claim	

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Scope of Work (continued)

- 2. *Scope of Services, Objectives and Tasks:*** The Scope of Work is broken into 4 parts (2a, 2b, 2c, and 2d.). A firm may respond to one portion or all of the RFP but must make it clear what they are submitting for. If bidding on more than one part, some responses may be combined, for example travel to home office may be proposed all in one visit for all services bid. The Agency reserves the right to add (or delete) services associated with this solicitation, and the subsequent contract(s), as needed.

Firms participating in this RFP are not to contact an insurance company(s) in regard to quotations or information, nor should they portray themselves to an insurance company(s) as representing FHATA until a contract for services has been awarded through the RFP process. Failure to comply with this request may result in disqualification of the firm by this RFP by FHATA.

a. *Scope of Property and Casualty (Liability) Insurance Analysis and Consulting:*

- i. Conduct an analysis of current and available coverage including the impact and feasibility of coverage design changes for the Agency's General, Property and Casualty and Commercial Insurance. The analysis shall also include the cost impact/savings ensuring the future arrangements are consistent with planned growth and meeting budgetary guidelines. Provide analysis at least 60 days prior to expiration date of the insurance policy being renewed. Conduct an industry-wide product review comparing FHATA's current plans and costs to other available products.
- ii. Prepare bid specifications and solicit proposals from insurance markets. Evaluate proposals and proposers, including administration, coverage, claim payment procedures, customer service, financial soundness, and identify the most cost-beneficial package from among the various proposers. Provide analysis at least 30 days prior to expiration date of the insurance policy being renewed. Assist the Agency with the implementation and communication of new coverage or changes to existing coverage. Provide all documentation related to proposal solicitations, included but not limited to; contact list, proposals, information requests, and answered questions. All information shall be provided to FHATA to ensure compliance with procurement efforts.
- iii. Represent the Agency in all negotiations with insurers on all issues including those related to fees, coverage design and special terms and conditions. Identify strategies to create negotiating leverage.
- iv. Identify team that will be providing services. Confirm that you are a licensed broker in Kansas and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company or third-party administrative agency.
- v. Describe your contractual relationships, including subsidiary or related organizations, subcontractors and joint ventures, if any with organizations necessary to your proposal's implementation.
- vi. As part of the analysis in i. above, provide annual reporting outlining the in-force programs and their status. As well as a preliminary marketing report describing the market conditions for each insurance. This type of report should outline suggestions and recommendations for our strategy and will include the following items: Complete list of in-force policies, carriers, renewal dates, and rates; evaluation of overall insurance programs compared to similar risks; forecast of market conditions and expectations of renewals; list of contract modifications and recommendations for each insurance; account history, of claims and premiums; summary of activity on open, ongoing claims; review of future goals and long-term strategy; provide innovative approaches to insurance challenges and recommendations of insurance/self-insurance plan design changes; and services analysis/improvement areas.

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Scope of Work (continued)

- vii. Meet at least quarterly with Risk Management team. Review claims experience, claim service and claim administration at least quarterly. Provide feedback and recommendations as to ways for improving process and reducing potential claims.
- viii. Travel to home office of insurer at least once each year.
- ix. Review vendor contracts for insurance and indemnification and maintain evidence of insurance; no third-party service.
- x. Provide consulting and technical support, as available, to implement Online claims and processing and tracking. Please indicate additional pricing if software tools are available and can be added to the contract.
- xi. Provide a projected annual calendar of services to be provided and deliverables and/or communication that we could expect on a quarterly basis. And the expectations of FHATA in responding to the information.

b. Scope of Workman's Compensation Analysis and Consulting Services

- i. Conduct an analysis of current and available coverage including the impact and feasibility of coverage design changes for the Agency's Workman's Compensation Insurance. The analysis shall also include the cost impact/savings ensuring the future arrangements are consistent with planned growth and meeting budgetary guidelines. Provide analysis at least 60 days prior to expiration date of the insurance policy being renewed. Conduct an industry-wide product review comparing FHATA's current plan to other available products.
- ii. Prepare bid specifications and solicit proposals from insurance markets. Evaluate proposals and proposers, including administration, coverage, claim payment procedures, customer service, financial soundness, and identify the most cost-beneficial package from among the various proposers. Provide analysis at least 30 days prior to expiration date of the insurance policy being renewed. Assist the Agency with the implementation and communication of new coverage or changes to existing coverage. Provide all documentation related to proposal solicitations, included but not limited to; contact list, proposals, information requests, and answered questions. All information shall be provided to FHATA to ensure compliance with procurement efforts.
- iii. Represent the Agency in all negotiations with insurers on all issues including those related to fees, coverage design and special terms and conditions. Identify strategies to create negotiating leverage. Assist the Agency in providing advice in processing claims and proper management of claims.
- iv. Identify team that will be providing services. Confirm that you are a licensed broker in Kansas and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company or third-party administrative agency.
- v. Describe your contractual relationships, including subsidiary or related organizations, subcontractors and joint ventures, if any with organizations necessary to your proposal's implementation.
- vi. As part of the analysis in i. above, provide an annual reporting outlining the in-force programs and their status. As well as a preliminary marketing report describing the market conditions for each insurance. This type of report should outline suggestions and recommendations for our strategy and will include the following items: Complete list of in-force policies, carriers, renewal dates, and rates; evaluation of overall insurance programs compared to similar risks; forecast of market conditions and expectations of renewals; list of contract modifications and recommendations for each insurance; account history, of claims and premiums; summary of activity on open, ongoing claims; review of future goals and long-term strategy; provide

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Scope of Work (continued)

- innovative approaches to insurance challenges and recommendations of insurance/self-insurance plan design changes; and services analysis/improvement areas.
- vii. Meet at least quarterly with Risk Management team. Review claims experience, claim service and claim administration at least quarterly.
- viii. Travel to home office of 1 insurer each year.
- ix. Review vendor contracts for insurance and indemnification and maintain evidence of insurance; no third-party service.
- x. Provide consulting and technical support, as available, to implement Online claims and processing and tracking. Please indicate additional pricing if software tools are available and can be added to the contract.
- xi. Provide a projected annual calendar (timeline) of services to be provided and deliverables and/or communication that we could expect on a quarterly basis. And the expectations of FHATA in responding to the information.

c. Scope of Employee Benefit Analysis and Consulting Services

- i. FHATA has approximately 55 benefit eligible employees. The Agency does not currently allow retirees to remain on coverage after retirement. See the table in Section D1 for a current list of benefits.
- ii. Conduct an analysis of current and available coverage including the impact and feasibility of coverage design changes for the Agency's Employee Benefit Insurance, including but not limited to group health, dental, life, LTD, STD and vision insurance programs. The analysis shall also include the cost impact/savings ensuring the future arrangements are consistent with planned growth and meeting budgetary guidelines. Provide analysis at least 90 days prior to expiration date of the insurance policy being renewed. Conduct an industry-wide product review comparing FHATA's current voluntary insurance plans and costs to other available products.
- iii. Prepare bid specifications and solicit proposals from insurance markets. Evaluate proposals and proposers, including administration, coverage, claim payment procedures, customer service, financial soundness, and identify the most cost-beneficial package from among the various proposers. Provide analysis at least 60 days prior to expiration date of the insurance policy being renewed. Assist the Agency with the implementation and communication of new coverage or changes to existing coverage. Provide all documentation related to proposal solicitations, included but not limited to; contact list, proposals, information requests, and answered questions. All information shall be provided to FHATA to ensure compliance with procurement efforts.
- iv. Represent the Agency in all negotiations with insurers on all issues including those related to fees, coverage design and special terms and conditions. Identify strategies to create negotiating leverage.
- v. Identify team that will be providing services. Confirm that you are a licensed broker in Kansas and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company or third-party administrative agency.
- vi. Describe your contractual relationships, including subsidiary or related organizations, subcontractors and joint ventures, if any with organizations necessary to your proposal's implementation.
- vii. As part of the analysis in i. above, provide annual reporting outlining the in-force programs and their status. As well as a preliminary marketing report describing the market conditions for each insurance. This type of report should outline suggestions and recommendations for our strategy and will include the following items: Complete list of in-force policies, carriers,

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Scope of Work (continued)

- renewal dates, and rates; evaluation of overall insurance programs compared to similar risks; forecast of market conditions and expectations of renewals; list of contract modifications and recommendations for each insurance; account history, of claims and premiums; summary of activity on open, ongoing claims; review of future goals and long-term strategy; provide innovative approaches to insurance challenges and recommendations of insurance/self-insurance plan design changes; and services analysis/improvement areas.
- viii. Meet at least quarterly with Risk Management team. Review claims experience, claim service and claim administration at least quarterly. Provide feedback and recommendations as to ways for improving process and reducing potential claims.
- ix. Travel to home office of 1 insurer each year.
- x. Review vendor contracts for insurance and indemnification and maintain evidence of insurance; no third-party service.
- xi. Provide consulting and technical support, as available, to implement Online Benefits Open Enrollment services to employees. Please indicate additional pricing if software tools are available and can be added to the contract.
- xii. Provide assistance with communication of benefits through the year with employees, for example COBRA annual communications. Assist the Agency in compliance related measures with respect to communication.
- xiii. Indicate your Agency's ability and capabilities to assist FHATA with FMLA questions and administration of our FMLA benefits. For example, process for administering FMLA, can you provide legal advice with specific FMLA cases, etc.
- xiv. Indicate your Agency's ability and capabilities to assist FHATA in establishing, implementing and maintaining a Wellness Program.
- xv. Provide COBRA Administration for the Agency during the length of the contract (if the insurance carrier does not provide).
- xvi. Provide a projected annual calendar of services to be provided and deliverables and/or communication that we could expect on a quarterly basis. And the expectations of FHATA in responding to the information.

d. Scope of Risk Management Services: FHATA is seeking a firm that will supplement the in-house services to strengthen practices in preventing liability claims, employee injuries and property loss or damage.

- i. What steps does your organization take to ensure that its employees are educated on current risk management trends?
- ii. What training and education resources can you provide to risk management staff;
- iii. Describe your firm's expertise in assisting other healthcare entities with property, casualty and worker's compensation program design and loss control.
- iv. Briefly describe the firm's risk management services, including biographical information on the individuals who will be providing services.
- v. What is your process for providing alternative insurance program recommendations to your clients?
- vi. Detail how you develop a risk management and insurance communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating not only the specific program details, but also the value of the risk management and insurance programs offered.
- vii. Safety and Loss Prevention:

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Scope of Work (continued)

- a) Describe in detail the full complement of safety and loss prevention (SLP) areas, activities, and service that you would recommend for the entire program. Include which of these services your firm proposes to provide.
- b) Describe your firms' proposed approach to the establishment of a safety incentive programs.
- c) Detail how you would communicate and enforce the safety philosophy and program to participating parties.
- viii. Describe your ability and capabilities to provide data, data analysis and benchmarking capabilities. Include the types of software and data that will be provided to our Agency and how that information is communicated.
- ix. Describe your internal/external quality control and compliance program.
- x. Describe your ability to automate and simplify reporting capabilities, including any software applications and tools utilized.
- xi. Describe your safety program administration capabilities.
- xii. Provide a projected annual calendar of services to be provided and deliverables and/or communication that we could expect on a quarterly basis. And the expectations of FHATA in responding to the information.

3. Terms:

The successful proposer(s) may be retained for a initial three (3) year term. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2025. Work in process prior to expiration of the Agreement shall be completed and as construed by FHATA to be within the "contract term".

4. Inspection and Acceptance:

Within ten (10) calendar days of receipt of each order, the contractor shall understand and agree that all supplies/products and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. FHATA shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date (ie within ten calendar days) by which replacements must be received.

5. Broker / Consultant Qualifications

Proposer must include a thorough and detailed response to the Scope of Work, the quality, completeness, accuracy and level of detail of the proposal. Must include list of applicable certifications and licenses. Proposer must demonstrate their understanding of the concepts and requirements of RFP. Must provide at least three professional references. List three public agencies your firm provided similar services within the past three (3) years, provide contact person and phone number for each organization.

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E. PROPOSAL INFORMATION/INSTRUCTIONS

1. Proposal:

The proposal, along with all other accompanying documents and materials submitted by the proposer, will be deemed to constitute the entire proposal. The proposal shall promptly furnish any additional information requested relative to its proposal. At a minimum, each proposal should contain the following elements:

- a) **Cover Letter:** Brief letter, signed by an authorized person, and should identify all materials and enclosures being forwarded in response to the RFP. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person and their email address. Include All proposers hall complete a Vendor Registration Form (Attachment 1). To verify your firm's registration status, contact the FHATA's Finance Director at (785) 537-6345. Once registered, firms are responsible for submitting any changes to this document to FHATA.
- b) **Proposal Response Form** ([Attachment 2](#))
- c) **Understanding of Project:** Provide a short description of your understanding of, and ability to fulfill, the scope of specifications listed in this RFP Section [D Scope of Work](#).
- d) **Experience and Qualifications:** Provide a description of your firm and statement of your experience, including material which demonstrates sufficient personnel with the licenses, disciplines, skills, experience and equipment required to complete the contract in a satisfactory manner. If the proposer is not bidding on all areas of the Scope detailed in Section D2, a clear explanation of the sections included in the proposal must be identified. If it is not specifically identified, it will be assumed that proposal is for all areas identified in Section D.2 Scope of Work.

Experience and qualifications and understanding of the project should include: (i) perceived ability of proposer to negotiate benefit programs and/or insurance contracts that meets the needs of the Agency; (ii) demonstrated expertise in negotiating contracts on behalf of clients similar to the Agency; (iii) broker's knowledge and/or technical support related to the implementation of online benefits open enrollment process (if applicable); (iv) proposer's and other assigned staff's availability and accessibility, including the location of the office that will be servicing our account; (v) experience, professional credentials and references of those persons who will actually be servicing our account; (vi) proposer's conceptual approach and ideas related to service, as well as how you will manager our account; (vii) proposer's ability to provide proactive support to the Agency including dissemination of current general and legal updates as well as time sensitive insurance carrier information.

- e) **References:** Using Attachment 4 supply at least 3 references to which you have performed similar services over the past three years. Contact information for all references must be up to date.
- f) **Acknowledgement of Addenda** (if any): In the event that Addenda are issued against this Request for Proposal, proposers will be issued a Receipt of Addenda Form to complete and return with the Request for Proposal, acknowledging receipt of all addenda issued. This is to safeguard FHATA and the proposer against failure to communicate any important information and changes to the scope of the procurement. (Attachment 6)
- g) **Required Forms and Certifications:** All forms and certifications in [Attachments in Section I](#), must be included in your proposal. Missing or improperly executed forms could be considered incomplete and non-responsive. See [Section G](#) for complete Contract Terms and Conditions.
- h) **Additional Documentation:** Any additional information provided Proposer shall submit any other documents necessary to complete this proposal. This may include technical information or product brochures.

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Proposal Information/Instructions (continued)

2. Submittal:

- a) Proposals shall be submitted on the Proposal Response Form (Attachment 2) provided. **Proposals submitted on any other form may be considered non-responsive and therefore rejected.** The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.

Proposals may be selected electronically via e-mail, or printed copies may be delivered to the office. If providing printed copies, please provide two copies. Proposals must be submitted to the Finance Department, Attn: Melanie Tuttle, Finance Director, FHATA, 5815 Marlatt Avenue, Manhattan, KS 66503 or email mtuttle@fhata.org. *It is highly desirable that the proposer includes one (1) electronic copy of their proposal response on flash drive.* **The envelope or email shall be labeled “Request for Proposal / FY21-0802-RMS”**

- b) A written technical proposal with supporting information and documentation must be included. The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials.
- c) Proposals received after time specified shall not be opened or considered for award.
- d) FHATA reserves the right to reject proposals that alter the Proposal Response Form or otherwise take exception to the proposal requirements. Proposer may submit alternative proposals along with a complete description of the proposed alternative; however, the decision to accept or reject such alternative is entirely at the sole discretion of FHATA.

3. Submittal Deadline:

- a) Proposals will be received until the date and time specified for proposal closing in Section C, “Proposal Schedule”. Proposals received before the proposal closing time will be kept secure until closing date.
- b) There will be no public proposal opening. Proposals will be opened and reviewed by the Risk Management Team after the closing date and time.

4. Communications:

In cases where communication is required between proposer and the FHATA, such as requests for information, instruction, clarification of specifications, etc. such communication shall be forwarded directly to Melanie Tuttle at mtuttle@fhata.org or fax to Finance Department at 785.537.6327.

Any communication by proposers with other FHATA employees, or with FHATA officers, agents, board members or any other individuals directly associated with FHATA, may result in the immediate disqualification of the proposer from consideration from the award of this contract.

Questions received via facsimile, e-mail, or by telephone will be answered only in writing, and both the question and answer will be shared with all known solicitation holders.

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Proposal Information/Instructions (continued)

In order to receive communication, including addenda's, regarding this Request for Proposal; you must notify Melanie Tuttle via email of your interest in this solicitation, mtuttle@fhata.org. All communication will be sent to known solicitation holders via email. FHATA will not be responsible for communicating with firms that do not notify us of their interest in this solicitation.

5. Protests:

- a) The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of FHATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by FHATA for such administrative personnel.
- b) **Pre-Submittal.** A pre-submittal protest is received prior to the proposal due date. Pre-submittal protests must be received by the Agency, in writing and addressed to the FHATA Finance Director, no later than five (5) days before the proposal closing date.
- c) **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 Agency, in writing and addressed to the FHATA Finance Director, no later than five (5) days after the proposal closing date.
- d) **Post-Award.** Post-Award protests must be received by the Authority, in writing and addressed to the FHATA Finance Director, no later than five (5) days after the date of the Notice of Intent to Award.
- e) The FHATA Finance Director 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 FHATA Finance Director, the protester may appeal in writing to the FHATA Executive Director within five (5) days from the date of the FHATA Finance Director's response.
- f) The FHATA Executive Director will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The FHATA Executive Director's response will be provided within ten (10) days after receipt of the request. The FHATA Executive Director's decision is final and no further action on the protest shall be taken by the FHATA.
- g) By written notice to all parties, the FHATA Finance Director 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.
- h) Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure, or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Proposal Information/Instructions (continued)

- i) An appeal to FTA must be received by FTA's regional office within five (5) working days of the date the protester learned or should have learned of FHATA's decision. Protests shall be addressed to: Regional Administrator, FTA Region 7, 901 Locust, Room 404, Kansas City, Missouri, 64106.

6. Proposal Pricing:

- a) Proposals shall be firm and final.
- b) Proposer shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c) The proposal price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d) The quantities specified for purchase by FHATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e) It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the FHATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this proposal, although not directly specified or called for in the specifications, shall be considered a portion of the proposal. Proposer shall indicate the additional material and services it has determined to be required for this procurement.
- f) Proposals shall indicate the unit price, extended to reflect the total proposal. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the proposer clearly indicates that the total price is based on consideration of being awarded all items of the proposal.
- g) Proposal shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating proposals, except in the case of proposals that end in a tie.

7. Omissions and Form of Contract:

- a) **Omissions**. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
- b) **Form of Contract**. A **sample** copy of the standard FHATA contract is attached to this RFP as [Appendix 3](#). The standard contract terms and conditions outline various legal and administrative duties

Flint Hills Area Transportation Agency (FHATA)

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Proposal Information/Instructions (continued)

and responsibilities assumed by persons or organizations contracting with FHATA. It contains terms and conditions affecting the successful performance of the procurement. **Proposals shall not stipulate any conditions or exceptions to the proposal package or addenda.** The successful proposer will be expected to execute this contract. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However, consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

8. Authorization to Proposal:

- a) If an individual doing business under a fictitious name makes the proposal, the proposal shall so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership shall be given and one principal member shall sign the proposal. If a corporation, Limited Liability Company or other legal entity makes the proposal, an authorized officer shall sign it 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 shall be given and one member shall sign the proposal authorized thereof.

9. Incomplete Proposal:

All documents that are required to be submitted with this Proposal are listed in Section E and Section I Attachments. The proposers shall read all forms carefully before signing. Incomplete proposal documents may render the proposal non-responsive.

10. Withdrawal of Proposals:

- a) Proposals may be withdrawn upon written request received by FHATA before the time fixed for closing. Withdrawal of a proposal shall not prejudice the right of the proposer to submit a new proposal, provided it is received in a timely manner as provided above. The bond or certified check of any proposer withdrawing its proposal, in accordance with the foregoing condition, will be returned promptly.
- b) No proposals may be withdrawn for a period of ninety (90) days after the time set herein for the opening of proposals.

11. 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:
 - i. Marking each page of each such document prominently in 16 point font with the words "Proprietary Information;"
 - ii. printing each page of each such document in a different color paper other than the paper which the remainder of the proposal is printed; and

Flint Hills Area Transportation Agency (FHATA)

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Proposal Information/Instructions (continued)

- iii. 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 the 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 Kansas Open Records Law, FHATA 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, FHATA reserves the right to release any documents if FHATA determines that such information is a public record pursuant to the Kansas Law.

12. Disadvantaged Business Enterprise (DBE) Requirements:

See [Appendix 1](#) for complete details regarding this requirement and Section G for Contract Terms and Conditions related to DBE requirements.

Flint Hills Area Transportation Agency (FHATA)

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F. PROPOSAL EVALUATION, ACCEPTANCE AND AWARD

1. Proposal Review Process:

The Risk Management Team is comprised of the Agency's Executive Director, Director of Operations, Director of Finance and Director of Human Resources. This team will evaluate responsive and responsible proposals. The Committee may request clarifications and/or additional information from any Proposer through written correspondence. At FHATA's option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ranking of the proposals. FHATA may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

2. Proposal Evaluation:

FHATA's committee will evaluate all proposals based on the criteria described below:

- a) **Firm's Qualifications (Maximum 200 Points):** This will include a thorough and detailed review of the submitted Organizational Information.
- b) **Quality of Professional References (Maximum 150 Points):** This will include a thorough and detailed review of the submitted Professional References.
- c) **Past Experience (Maximum 50 Points):** This will include a thorough and detailed review of the past experience (prior 3 years) FHATA has had with the proposer and related work performed.
- d) **Pricing (Maximum 300 Points):** This will include a thorough and detailed review of the Proposer's pricing. Although price will be a factor in the proposal evaluations, FHATA reserves the right to accept other than the lowest priced proposal.
- e) **Response to RFP Requirements (Maximum 200 Points):** This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal and the Proposer demonstrates and understands the concepts and requirements of the RFP. Clarity of expression, succinctness of response will also be evaluated. Must demonstrate ability to provide meet timelines and perform services in a timely manner.
- f) **Compliance with RFP Requirements and Contract Provisions (Maximum 100 Points):** This will be reviewed and scored based on the Proposer's exceptions to the RFP requirements and Contract provisions, including state and federal certifications. Proposals that accept the RFP requirements and Contract Provisions as is will receive the maximum points allotted for this criterion during proposal evaluation. Proposals that reject and state exceptions to the RFP requirements and Contract provisions will receive reduced points. If a proposal rejects any federal or state required certifications the proposal will be deemed as nonresponsive and automatically rejected.

3. Proposal Acceptance: (Refer to sample contract [Appendix 3](#))

Each proposal is to be submitted with the understanding that the acceptance in writing by FHATA of the proposal to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the proposer and FHATA which shall bind the proposer on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted proposal and these conditions.

Flint Hills Area Transportation Agency (FHATA)

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Proposal Evaluation, Acceptance and Award (continued)

4. Unbalanced Proposal:

FHATA may determine that a proposal is non-responsive if the prices proposed are materially unbalanced. A proposal is materially unbalanced when it is based on prices significantly less than cost or prices significantly overstated relative to cost.

5. Competitive Negotiation

FHATA retains the right to negotiate the final contract terms and conditions with one or more of the apparent most responsive proposers as solely determined by FHATA.

FHATA reserves the right to request clarification, to conduct discussions with proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions. The solicitation files and proposals are a matter of public record.

6. Best and Final Offer

FHATA may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Director makes a written determination that it is advantageous to FHATA to conduct further discussion or change FHATA's requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

7. Proposal Award:

The proposal shall be awarded to the proposer(s) who's proposal has been deemed the most advantageous to FHATA in accordance with the evaluation criteria detailed in Section F.2. FHATA reserves the right to award any or all items of the proposal or not to award at all.

In the case of multiple items, FHATA reserves the right to award the entire proposal to one proposer, or to split the award of the items to multiple proposers.

8. Purchase Order or Contract:

Upon acceptance and award of a proposal by FHATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the proposal in strict conformity with the specifications and proposal conditions. The purchase order or contract shall be considered as made in Manhattan, Kansas, and the construction and enforcement of it shall be in accordance with the laws of the State of Kansas except those pertaining to conflicts of law.

9. Proposer(s) Responsibilities:

- a) By submitting a proposal, the proposer represents that proposer has read and understands the RFP and the proposal is made in accordance with the RFP; and

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Proposal Evaluation, Acceptance and Award (continued)

- b) By submitting a proposal, the proposer represents that proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to FHATA.

10. Reservations:

This RFP does not commit FHATA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure a contract for services. The FHATA reserves the right to waive informalities or irregularities in proposals, and to reject any or all proposals; to cancel this RFP in part or in its entirety, and to re-advertise for proposal if it is in the best interest of the Agency. FHATA shall be the sole judge of what is in its best interest with respect to this RFP.

11. Licenses and Permits:

- a) The proposer shall, without additional expense to FHATA, 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 work in this procurement.
- b) The proposer shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Federal Transit Administration and the Department of Transportation (DOT).

12. Required Certifications and Documentation:

See [Section I](#) for list of documents required to be submitted and [Section G](#) for complete contract terms and conditions.

Flint Hills Area Transportation Agency (FHATA)

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G. CONTRACT TERMS AND CONDITIONS

Review the Enclosed Standard Terms and Conditions for Small Purchases. Initial each page of the document and submit along with the signed acknowledgement below.

Communications regarding technical issues and activities of the project shall be exchanged with FHATA's Buyer, Melanie Tuttle, at (785) 537-6345 or via e-mail at mtuttle@fhata.org.

Issues regarding the contract document, changes, amendments, etc. are the responsibility of FHATA's Finance Department. All notices and communications on all matters regarding this Contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to FHATA: Melanie Tuttle, Finance Director
5815 Marlatt Avenue
Manhattan, KS 66503

If to Contractor: _____

The Contractor shall notify FHATA immediately when a change in ownership has occurred, or is certain to occur.

The addresses to which notices may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

Contractor's Initials _____

FHATA's Initials _____



Flint Hills Area Transportation Agency
Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods, \$10,000 or More)

VENDOR INTIAL_____

1. INTRODUCTION

- (a) Goods covered by this Agreement shall be furnished subject to the terms and conditions set forth herein.
- (b) This Agreement is the complete and exclusive statement of the terms of agreement between Seller and Buyer.
- (c) No modification of this Agreement (including any addition, deletion, or other modification proposed in Seller's acceptance) shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's Purchasing Representative (or other authorized person(s)).

2. DEFINITIONS

Unless otherwise defined, capitalized terms used herein have the same meaning provided in the Flint Hills Area Transportation Agency Standard Purchase Order/Agreement (collectively, with these terms and conditions, the "Agreement").

3. CHANGES

- (a) Buyer may at any time, by written order, make changes within the general scope of this Agreement. No such changes shall be made by Seller without prior written consent of Buyer.
- (b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of this Agreement, regardless of whether changed by a written order, Buyer shall make an equitable adjustment in Agreement price, delivery schedule, or both, and shall modify this Agreement accordingly in writing.
- (c) Seller must assert any right it may have to an adjustment in writing to Buyer and any such written assertion must be received by Buyer within thirty (30) days from date of receipt of Buyer's written change order. However, if Buyer decides the facts justify it, Buyer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.
- (d) If Seller's proposal for adjustment includes cost of property made obsolete or excess as a result of Buyer's written change order, Buyer shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a Claim under Section 15 of this Agreement. However, nothing in this clause shall excuse Seller from proceeding with this Agreement as changed.

4. CONFLICTS BETWEEN PURCHASE ORDER DOCUMENTS

Seller shall promptly notify Buyer in writing for resolution of any real or apparent conflicts, discrepancies, errors or omissions among the documents comprising this Agreement. Any performance affected by such conflict, discrepancy, error or omission performed by Seller prior to resolution of the same by Seller shall be at Seller's risk.

5. SHIPPING INSTRUCTIONS AND INSURANCE FOR GOODS

A packing list must accompany each shipment of Goods. If a packing list is not included, Buyer's count will be accepted as final and conclusive. A Packing list must indicate Buyer's purchase order/agreement number and any additional identifying information. If shipment is made by Seller's supplier, Seller's name must be shown on packing list in addition to the above information. Seller shall mark Buyer's purchase order/agreement number on all packages and consolidate daily shipments. All material must be forwarded in accordance with routing specified in this Agreement or additional instructions issued by Buyer.

Seller shall maintain any and all required insurance to ensure all Goods are delivered to Buyer pursuant to the terms of this Agreement.

6. TITLE

Title to Goods furnished under this Agreement shall be the property of Buyer, regardless of when or where Buyer takes physical possession.

7. RISK OF LOSS

Regardless of point of inspection or acceptance, risk of loss or damage to Goods provided under this Agreement shall remain with Seller until, and shall pass to Buyer upon delivery of Goods to:

- (a) shipping point carrier, if Buyer pays carrier's transportation costs; or
- (b) Buyer or Buyer's designee at final delivery destination specified in this Agreement, if Seller pays transportation costs.

8. PRICES AND NEW MATERIAL

Unless otherwise provided in this Agreement:

- (a) Prices appearing herein include all packaging, crating, and shipping.
- (b) Seller warrants that Goods furnished under this Agreement are new and are not of such age or so deteriorated as to impair their usefulness or safety. Used Goods that have been refurbished and warranted as new are considered used.

9. VARIATION IN QUANTITY OR QUALITY

Buyer shall not be obligated to accept any variation in quantity or quality of any Goods called for by this Agreement unless such variation has been specified elsewhere in this Agreement, or otherwise agreed to by Buyer, in writing.

10. QUALITY ASSURANCE/BUYER ACCEPTANCE

- (a) Unless otherwise specified in this Agreement, Seller shall be responsible for all quality assurance measures necessary to ensure that only Goods conforming to the requirements of this Agreement are tendered to Buyer for acceptance. This shall include such testing, in process inspection and other verification measures as are customary in the industry to ensure that parts, components, and materials furnished by Seller's suppliers and incorporated into end Goods furnished to Buyer are not counterfeit or of suspect quality. Acceptance of any portion of the Goods prior to final acceptance shall not release Buyer from liability for faulty Goods, or failure to fully comply with all of the terms of this Agreement.
- (b) Buyer reserves the right to inspect and test all Goods that have been tendered for acceptance; provided, however, Buyer is under no duty to make such inspection, and no inspection so made shall relieve Seller from any obligation under this Agreement. Buyer has the right to reject nonconforming Goods with or without disposition instructions from Seller, the right to require the correction, replacement, reperformance, the right to accept nonconforming Goods and reduce the Agreement amount to reflect the reduced value of the nonconformance(s), or the right to terminate this Agreement for cause.

11. SUSPECT/COUNTERFEIT GOODS

- (a) Warranty. Seller warrants that all goods, including subassemblies, components, and parts, tendered to Buyer shall be genuine, new and unused, and conform to the requirements of this Agreement, unless otherwise approved in writing by Buyer prior to delivery. Seller further warrants that all components, parts, materials, and supplies incorporated into Buyer facilities or equipment by Seller during performance at Buyer's facilities shall be genuine, new and unused, and original-equipment-manufacturer goods, unless otherwise approved in writing by Buyer as suitable for the intended purpose prior to use. Seller's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to goods supplied to Buyer, and to certifications, affirmations, information, or documentation related to the authenticity and quality of goods supplied or delivered to Buyer under this Agreement.
- (b) Warranty Indemnification. Seller shall indemnify Buyer, its agents, and assignees for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts furnished or used under this Agreement that are not genuine, original, and new and unused, or otherwise not suitable for the intended purpose. Seller's indemnity includes any financial loss, injury, or property damage resulting directly or indirectly from goods furnished or used under this Agreement that are defective, suspect, or counterfeit, or that have been provided under false pretenses, or that are materially altered, damaged, deteriorated, degraded, or result in product failure.
- (c) Impoundment of Suspect or Counterfeit Goods. Suspect/counterfeit goods furnished under this Agreement will be impounded by Buyer. Seller must promptly replace them, at no cost, with goods acceptable to Buyer, and Seller shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit good characteristics or conditions. Because falsification of information or documentation may constitute criminal conduct, Buyer will segregate impounded goods and related paperwork pending a determination as to whether the segregated/impounded goods should be utilized as evidence.

Buyer shall incur no liability for the impoundment of goods, nor the failure to return impounded goods to Seller and Buyer does not assume any liability for loss or damage to goods impounded pursuant to this clause regardless of the circumstances under which said loss or damage may have occurred, and whether impounded goods are in Buyer's possession or under its control. All such liability is expressly waived by Seller, or any person claiming any right or interest under this Agreement, in the impounded goods.

- (d) Right to Reject. Nothing in this clause shall limit Buyer's right to reject suspect and counterfeit goods and related paperwork, as non-conforming, to deny payment for such goods, to return such goods to Seller, or to assert other remedies provided under this Agreement or by law.
- (e) Definitions. A good or other product, equipment, material or supply is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance, material or other characteristics may have been misrepresented by the supplier or manufacturer. A counterfeit good or other product, equipment, material or supply is one that has been copied or substituted without legal right or authority or whose material, performance or characteristics have been misrepresented by the supplier or manufacturer.

Seller shall include this clause in subcontracts hereunder.



Flint Hills Area Transportation Agency
Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods, \$10,000 or More)

VENDOR INTIAL_____

12. PREFERENCE FOR DOMESTIC PRODUCTS

Provisions of the Buy American Act do not directly apply to this Agreement; however, Buyer does state a preference for use of domestic products and delivery of domestic end products when feasible and appropriate.

13. FEDERAL, STATE AND LOCAL TAXES

Sales taxes, gross receipts taxes, and use taxes may be applicable to this Agreement unless Buyer provides Seller with evidence of exemption from such taxes. No other taxes are applicable and Seller warrants that the Agreement price does not include any amount for taxes of any kind.

14. INVOICES, DISCOUNTS, AND PAYMENTS

(a) Seller shall be paid, upon submission of proper invoice(s), prices stipulated herein for Goods accepted by Buyer, less any deductions, set-offs or recoupments. Seller shall submit an original invoice and one copy to the billing address specified in the Agreement.

(b) Unless otherwise specified in the Agreement, Buyer's standard payment terms are "net 30 days" from the date of invoice receipt. Buyer will, however, consider early payment where discounts for prompt payment are specified either in the terms of the Agreement or stated on Seller's invoice. In connection with any discount offered for early payment, time shall be computed from the date a correct invoice is received by Buyer.

15. DISPUTES

(a) Unless otherwise provided in this Agreement, all disputes arising under or relating to this Agreement, which are not disposed of by mutual agreement of the parties, shall be resolved under this clause.

(b) "Claim" means, as used in this clause, a written demand or written assertion by one of the parties to this Agreement seeking, as a matter of right, payment of money in a sum certain, adjustment or interpretation of Agreement terms, or other relief arising under or relating to this Agreement. However, a written demand or written assertion by Seller seeking payment of money exceeding \$3,000 is not a Claim until certified as required by subparagraph (c)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim. The submission may be converted to a Claim by complying with the submission and certification requirements of this clause if it is disputed either as to liability or amount, or is not acted upon in a reasonable time.

(c)(1) A Claim by Seller shall be made in writing and submitted to Buyer's Senior Manager of Procurement for a written decision. A Claim by Buyer against Seller shall be subject to a written decision by Buyer's Senior Manager of Procurement.

(2) For Seller Claims exceeding \$3,000, (or any amount when the parties have agreed to a form of alternative dispute resolution per paragraph (h) below) Seller shall submit with a Claim, a certification that:

- (i) the Claim is made in good faith;
- (ii) supporting data is accurate and complete to the best of Seller's knowledge and belief;
- (iii) the amount requested accurately reflects the Agreement adjustment for which Seller believes Buyer is liable; and
- (iv) a statement by the person certifying the Claim that they are duly authorized to certify the Claim on behalf of Seller.

(d) Buyer's Senior Manager of Procurement shall, within sixty (60) days, decide the Claim or notify Seller of date by which decision will be made.

(e) The decision rendered by Buyer's Senior Manager of Procurement shall be final and conclusive and not subject to review or revision by any forum, tribunal or Government agency unless suit is filed as provided in this clause.

(f) Buyer shall pay interest on the amount found due and unpaid from the later of, (1) the date Buyer receives the Claim (properly certified if required), or (2) the date payment otherwise would be due, until the date payment is made. Simple interest on Claims shall be paid at the rate fixed by the Secretary of the Treasury under the Agreement Disputes Act of 1978 (P.L. 95- 563), which is applicable to the period during which Buyer receives the Claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the Claim.

(g) Seller shall proceed diligently with performance of this Agreement, pending final resolution of any Claim arising under or relating to this Agreement, and shall comply with any decision of Buyer's Senior Manager of Procurement.

(h) Notwithstanding any other provision of this clause, parties may, by mutual consent, agree to a form of alternative dispute resolution involving an impartial third party to mediate or arbitrate disputes.

16. RIGHTS AND REMEDIES OF BUYER

Rights and remedies of Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and failure or delay of Buyer to exercise any rights or remedies under this Agreement shall not operate as a general waiver thereof.

17. EXCUSABLE DELAYS

Seller shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Seller and without its fault or negligence such as acts of God or public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Seller shall notify Buyer, in writing, as soon as is reasonably possible after commencement of any excusable delay, setting forth full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Buyer of cessation of such occurrence.

18. TERMINATION

(a) Buyer's Convenience. Buyer reserves the right to terminate this Agreement, or any part hereof, at any time by written notice to the Seller when it is in Buyer's best interest. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to terms of this Agreement, Seller shall be paid a portion of the Agreement price reflecting the percentage of Goods delivered prior to notice of termination. Seller shall not be paid for any Goods delivered or costs incurred which reasonably could have been avoided. If the Seller has any property in its possession or under its control belonging to the Buyer, the Seller will account for same, and dispose of it in the manner Buyer directs.

(b) Bankruptcy. In the event Seller enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Seller agrees to furnish, by certified mail, written notification of the bankruptcy to Buyer's Purchasing Representative. 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 Buyer's contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

(c) Termination for Default [Breach or Cause]. If the Seller does not deliver Goods in accordance with the Agreement delivery schedule, or if the Seller fails to comply with any other provisions of this Agreement, Buyer may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Seller setting forth the manner in which the Seller is in default. The Seller will only be paid the Agreement price for Goods delivered and accepted in accordance with the manner of performance set forth in this Agreement.

If the termination is for failure of the Seller to fulfill the Agreement obligations, Buyer may complete the Agreement in question by alternative means and the Seller shall be liable for any additional cost incurred by Buyer. If, after termination for failure to fulfill Agreement obligations, it is determined that the Seller was not in default, Buyer, after setting up a new delivery schedule, may allow the Seller to continue providing Goods under the Agreement, or treat the termination as a termination for convenience.

(d) Funding Contingency. If this Agreement is subject to financial assistance provided by the U.S. Department of Transportation ("U.S. DOT"), the Seller agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require Buyer to terminate this Agreement in accordance with other provisions of this Agreement.

(e) Opportunity to Cure. Buyer in its sole discretion may, in the case of a termination for default, allow the Seller 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 Seller fails to remedy the default, to Buyer's satisfaction, within the time period permitted, Buyer shall have the right to terminate the Agreement without any further obligation to Seller. Any such termination for default shall not in any way operate to preclude Buyer from also pursuing all available remedies against Seller for said default.

(f) Waiver of Remedies for any Breach. In the event that Buyer elects to waive its remedies for any breach by Seller of any covenant, term or condition of this Agreement, such waiver by Buyer shall not limit Buyer's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

(g) Property of Buyer. Upon termination of this Agreement for any reason, and if the Seller has any property in its possession or under its control belonging to Buyer, the Seller shall protect and preserve the property, account for the same, and dispose of it in the manner Buyer directs. Upon termination of this Agreement for any reason, the Seller shall deliver to Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.



Flint Hills Area Transportation Agency
Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods, \$10,000 or More)

VENDOR INTIAL_____

19. PATENT INDEMNITY

Except for an infringement resulting from compliance with specific written instructions of Buyer directing a change in Goods to be delivered or in materials or equipment to be used, or directing a manner of performance not normally used by Seller, Seller shall indemnify Buyer and its officers, agents, and employees against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of or relating to performance of this Agreement.

20. WARRANTY

(a) Seller warrants and implies that Goods delivered hereunder are merchantable and fit for use for the particular purpose described in this Agreement. Seller further agrees that Goods furnished under this Agreement shall be covered by the most favorable warranties Seller gives to any customer for the same or substantially similar Goods and are in addition to and do not limit any rights afforded Buyer by any other clause of this Agreement.

(b) Seller shall furnish to Buyer copies of the most favorable warranties Seller gives to any customer for the same or substantially similar Goods, and such warranties shall be deemed a part of this Agreement.

21. INDEPENDENT CONTRACTOR

Seller shall act solely as an independent contractor in the performance of this Agreement and nothing herein shall be construed to create a relationship of employment, partnership, agency or joint venture between Buyer and Seller or between Buyer and any of Seller's employees in connection with the performance of this Agreement.

22. RELEASE OF INFORMATION TO THE PUBLIC

Seller shall not, without prior written consent from Buyer, make any release of information in any form (other than to Seller's employees and subcontractors which is required for their performance under this Agreement) which identifies or could lead to identification of Buyer's name or which uses Buyer's name in any advertising, publicity or promotional material.

23. CONFIDENTIALITY OF INFORMATION

(a) To the extent that performance under this Agreement requires that Seller be given access to confidential or proprietary business or financial information belonging to the Buyer or other companies, Seller shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties, including its corporate parent, unless specifically authorized in writing by Buyer.

(b) Seller shall obtain written agreement, in a form satisfactory to Buyer, of each employee permitted access, whereby such employee agrees that he will not discuss, divulge or disclose any such information to any person or entity except those persons within Seller's organization directly concerned with performance of the Agreement.

(c) Seller agrees, if requested by Buyer, to sign an agreement identical, in all material respects, to provisions of this clause, with each company supplying information to Seller under this Agreement, and to supply a copy of such agreement to Buyer.

(d) Seller agrees that upon request by Buyer it will execute a Buyer-approved agreement with any party whose facilities or information it is given access to and restrict use and disclosure of information obtained from those facilities. Upon request by Buyer, such an agreement shall also be signed by Seller personnel.

(e) All documents received by Flint Hills Area Transportation Agency Board are subject to Kansas Open Records Act, K.S.A 45-215, *et seq.*, and the Freedom of Information Act, 5 USC 552.

(f) This clause shall flow down to all appropriate subcontracts.

24. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS, CODES, RULES, AND REGULATIONS

Unless otherwise stated in this Agreement, Seller shall, without additional expense to Buyer, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, executive orders, codes, rules, and regulations applicable to performance of this Agreement.

25. LIABILITY AND INDEMNIFICATION

(a) Seller's Liability. Seller shall be liable for all damages to persons (including employees of Seller) or property of any type that may occur as a result of any act or omission by Seller, 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 Goods provided under this Agreement.

(b) Subrogation. Seller, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against Buyer, its commissioners, directors and employees

arising out of the use of Buyer's premises (including any equipment) by any party in performance of this Agreement.

(c) Indemnification.

(1) To the fullest extent permitted by law, Seller agrees to and shall indemnify, defend and hold harmless Buyer, its Commissioners, officers and employees (the "Indemnified Parties") 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 Seller, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing under this Agreement, 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 an Indemnified Party, so long as such Liabilities are not caused by the sole negligence or willful misconduct of an Indemnified Party. 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 Indemnified Party, by an employee or Seller, 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 Seller, 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 Seller arising out of or resulting from the acts of Seller in performing under this Agreement, Seller shall promptly notify Buyer of such suit.

(3) If any action at law or suit in equity is instituted by any third party against an Indemnified Party arising out of or resulting from the acts of Seller, 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 under this Agreement, and if Seller has failed to provide insurance coverage to Buyer against such action as required herein or otherwise refuses to defend such action, Buyer 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 Buyer shall give the Seller advance notice of any proposed compromise or settlement.

(4) Buyer shall permit Seller to participate in the defense of any such action or suit through counsel chosen by the Seller, provided that the fees and expenses of such counsel shall be borne by Seller. If Buyer permits Seller to undertake, conduct and control the conduct and settlement of such action or suit, Seller 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 Buyer. Seller shall promptly reimburse Buyer for the full amount of any damages, including fees and expenses of counsel for Buyer, incurred in connection with any such action.

26. PROHIBITED INTERESTS

No board member, officer, employee or agent of Buyer or of a local public body who has participated or will participate in the selection, award, or administration of this Agreement, 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 Agreement or the proceeds thereof, to any share or part of this Agreement, 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.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this Agreement, 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.

27. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

28. NOTICES

Any notice given by either Seller or Buyer to the other party shall be sent in writing and shall be: a) delivered personally; b) sent by certified mail, return receipt requested; or c) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the address specified for that purpose in this Agreement.

29. ASSIGNMENT

This Agreement is assignable by Buyer. Neither this Agreement nor any interest therein nor claim thereunder shall be assigned or transferred by Seller except as expressly authorized by Buyer. In the event Buyer consents to an assignment of this Agreement, all of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.



Flint Hills Area Transportation Agency
Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods, \$10,000 or More)

VENDOR INITIAL_____

FEDERAL PROVISIONS

30. 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 Seller 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 Seller agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Seller agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 49 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Seller agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Seller agrees to comply with any implementing requirements FTA may issue.

In the event of the Seller's non-compliance with nondiscrimination provisions of this Agreement, Buyer shall impose such sanctions as it, the U.S. DOL, or the City of Manhattan, Kansas, may determine to be appropriate including, but not limited to withholding of payments to the Seller under this Agreement until the Seller complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

(c) **Americans with Disabilities Act.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Seller agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission ("EEOC"), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Seller agrees to comply with any implementing requirements FTA may issue.

(d) **ADA Access Requirements (Amended April 2009).** 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 Seller agrees that it will comply with the requirements of U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Seller 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. Seller also agrees to comply with any implementing requirements FTA may issue.

36. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by DBEs in U.S. DOT Financial Assistance Programs. The national goal for participation of DBEs is ten percent (10%). Buyer's overall goal for DBE participation is .5%. A separate goal has not been established for this procurement.

(b) The Seller shall not discriminate on the basis of race, color national origin, or sex in the performance of this Agreement. The Seller shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted agreement. Failure by the Seller to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Buyer deems appropriate. Each subcontract the Seller signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

(c) The Seller is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the Seller's receipt of payment from that work from the Buyer.

(d) The Seller must promptly notify the Buyer whenever a DBE subcontractor performing work related to this Agreement 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 Seller may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Buyer.

37. PROHIBITED WEAPONS AND MATERIALS

Kansas Revised Statutes, allows government units and businesses to prohibit persons holding a concealed carry endorsement from carrying concealed firearms on its premises. Accordingly, the Buyer has adopted the following rules prohibiting weapons, whether concealed or not, and whether or not the individual carrying the weapon has an endorsement or permit to carry on.

No weapon, including firearms concealed or not, other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property may be carried in or on any facility or property of the Buyer, including vehicles of sellers parked on the Buyer's property or leased facilities, or vehicles used in transporting the Buyer's customers, even if a person has a permit to carry a concealed weapon, unless authorized in writing to do so by the Buyer in its sole discretion. For the purposes hereof, a weapon shall include, but not be limited to, a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.

No explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any of the Buyer's property, facilities or vehicles, including vehicles of sellers parked on the Buyer's property or leased facilities, or vehicles used in transporting any of the Buyer's customers, except as authorized in writing by the Buyer in its sole discretion.

Any seller, 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 the Buyer's facilities, in a vehicle carrying the Buyer's customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing the Buyer's contracted services or on the Buyer's property, including parking lots, concealed or not, shall be immediately prohibited from performing any further work for the Buyer, even if the person has a permit to carry a concealed weapon.

Any Buyer seller, subcontractor, employee or agent thereof, while performing the Buyer's contracted services or on any of Buyer's 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 work for the Buyer.

38. SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by FHATA. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to FHATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.



Flint Hills Area Transportation Agency
Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods, \$10,000 or More)

VENDOR INITIAL _____

STATE OF KANSAS PROVISIONS

39. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

40. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

41. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the seller thereby represents that such person is duly authorized by the seller to execute this contract on behalf of the seller and that the seller agrees to be bound by the provisions thereof.

42. INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and FHATA from all claims, including Workers' Compensation, and will hold FHATA harmless from, and indemnify FHATA for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to FHATA, naming FHATA as an additional insured, upon notification of contract award.

43. INFORMATION

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

44. THE ELEVENTH AMENDMENT

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

45. AGREEMENT TO COMPLY WITH THE POLICY AGAINST SEXUAL HARASSMENT, DISCRIMINATION, AND RETALIATION
State of Kansas Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

H. APPENDIX:

The following attachments are enclosed as additional information used in determining the Scope of Services and will assist in completion of the Proposal Pricing.

1. [Disadvantaged Business Enterprise \(DBE\) Requirements](#)
2. [Travel Policy](#)
3. [Sample Contract](#)

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Appendix

1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This contract is subject to the requirements of 49 CFR 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%. FHATA has established an overall goal for DBE participation of 2.9 percent. **There is no contract goal for this procurement.**

1. If applicable, provide a list of subcontractors, including their DBE status and estimated contract amounts using Attachments I14 and I15. Make efforts to invite DBE participation. A list of Kansas DBE businesses may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>.
2. **Non-discrimination** - This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 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 the Contract, which may result in the termination of the Contract or such other remedy as FHATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
3. **DBE Certification** - FHATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. A directory of KDOT certified firms may be found at <https://kdotapp.ksdot.org/dbcontractorlist/>. MBE and WBE certifications for other agencies will not be considered.
4. **DBE Participation Credit** - DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

The following shall be credited towards achieving the goals, except as provided herein:

- a) The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- b) The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- c) Subcontractor participation with a lower tier DBE subcontractor; and
- d) Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- e) NO CREDIT, however, will be given for the following:
 - i. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 - ii. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Appendix: DBE Requirement (continued)

- a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
- b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

5. Documents Due Within 48 Hours of Proposal Closing:

- a) **Schedule of Participation by Contractor and Subcontractors** - This form is to be completed and should include all subcontractors scheduled to perform on the project. The first section, "Prime Contractor," is the amount of work the Prime will be performing. List all DBE and non-DBE subcontractors in the second section. The "DBE % Participation" is the amount of work each DBE (prime or sub) will perform compared to the total contract amount. If using DBE suppliers count 60% of their contract amount.
 - Total Value of Work: Total Proposal/Proposal Amount
 - Total DBE Participation: Total amount of all work to be performed by DBEs (subs or primes)
 - Total DBE Percentage: Dollar amount of "Total DBE Participation" divided by "Total Value of Work"
- b) **Letter of Intent to Subcontract** - To be completed for each DBE firm on the project and signed by both the Prime and the DBE.
- c) **Contractor Utilization Plan/Request for Waiver** - This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract.

In evaluating good faith efforts, FHATA will consider whether the Proposer has performed the following, along with any other relevant factors:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Appendix: DBE Requirement (continued)

contractor might otherwise prefer to perform these work items with its own forces.

3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the contractor's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the FHATA or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

5. Documents Due After Award:

- a) FHATA 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. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation.

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Appendix: DBE Requirement (continued)

- b) **Subcontractor Monthly Utilization Report** - Contractors will be required to submit this report with each pay application to FHATA. This report will include payments to ALL subcontractors – DBE and non- DBE. FHATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.
- c) **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation** - Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's Proposal Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Proposer/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.
 - i. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without FHATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - ii. **Good Cause** - Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. 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
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. 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
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels FHATA 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.

Flint Hills Area Transportation Agency (FHATA)

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Appendix: DBE Requirement (continued)

- iii. 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 FHATA, of its intent to request to terminate and/or substitute, and the reason for the request.
- iv. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the FHATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why FHATA 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.
- d) DBE Job-Site Review Commercially Useful Function (CUF) Determination. FHATA will be conducting on-site interviews with all DBE contractors. The number of interviews will be based on the DBE's projected scope of work. FHATA staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

For questions concerning FHATA's DBE Program or Vendor Registration/Affirmative Action Requirements please contact FHATA's DBE Liaison Officer at (785) 537-6345 or via email at mtuttle@fhata.org.

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Appendix

2. TRAVEL POLICY

General Policy

Contractors will be reimbursed for authorized and documented expenses incurred while conducting FHATA 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 FHATA 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:** Contractors may stay at the hotel of their choice, but will be reimbursed no more than a maximum daily amount of \$130.00 plus tax unless the contractor obtains prior written authorization from FHATA.
3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of \$70 per person 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 FHATA 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 Manhattan are required, the FHATA will reimburse for trips home on weekends only every third weekend.
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 three-county region (Riley County, Geary County, and Pottawatomie County) will be reimbursed at FHATA's current rate of \$0.575 per mile (based on the IRS current established rate).

Flint Hills Area Transportation Agency (FHATA)

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Appendix

3. SAMPLE CONTRACT

THIS CONTRACT (the “Contract”), made and entered into as of the _____ day of _____, 2020, by and between the **Flint Hills Area Transportation Agency (“FHATA”)**, a body corporate and politic, and a political subdivision of the State of Kansas, with offices at 5815 Marlatt Avenue, Manhattan, KS 66503 and _____ (“**Contractor**”), with offices at _____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the FHATA 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 FHATA in accordance with that certain proposal submitted by the Contractor dated _____, a copy of which is attached hereto as Appendix D and incorporated herein by reference (“Proposal”).

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Proposal (IFB) solicited by the FHATA, dated _____ entitled “_____” (sometimes referred to as the “Project” or the “Work”), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the FHATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

The term of this contract agreement shall be for a period of _____ (____) year(s) beginning _____, **2020 and expiring on** _____. The services to be provided and performed shall commence upon receipt of a notice to proceed from the FHATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by FHATA to be within the “contract term”.

4. CONTRACT SUM.

FHATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any FHATA authorized additions or deductions by “Change Order”, if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor’s pricing proposal response (Appendix C). It is anticipated that the funds to be paid the Contractor under this contract shall not exceed the sum of _____ Dollars (\$ _____). A breakdown of the Contract Sum is provided in the Proposal Response Form cost page of the Contractor, a copy of which is attached hereto as Appendix C (“Cost Page”).

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

Appendix: Sample Contract (continued)

5. MISCELLANEOUS PROVISIONS.

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

Appendix A.	Contract Terms and Conditions; and
Appendix B.	Scope of Work; and
Appendix C.	Cost Page Submitted by Contractor; and
Appendix D.	Contractor's Original Proposal Response; and
Appendix E.	Original RFP_____and any addendums thereto

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

(CONTRACTOR'S NAME)

FLINT HILLS AREA TRANSPORTATION AGENCY

By _____

By _____

, Chairman of the Board

By _____

Anne Smith, Executive

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY21-0802-RMS

I. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:

The following forms and certifications are provided as follows. Each of these forms should be completed and included with the proposal packet. If any of these forms are left out, incomplete or not signed where applicable the proposal could be considered nonresponsive and therefore could be rejected.

1. FHATA Vendor Registration Form
2. Proposal Response Form (Pricing Pages)
3. Power of Execution
4. References
5. Qualification Certification
6. Acknowledgement of Addenda
7. Disadvantaged Business Enterprises (DBE) Certification
8. Suspension / Debarment Certification
9. Lobbying Certification
10. Fly America Certification Form
11. Non-Collusion Affidavit
12. Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Thank you for your interest in doing business with the Flint Hills Area Transportation Agency (FHATA). To be placed on the FHATA Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the FHATA Finance Department. Submittal of this registration form will place your company on the FHATA 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. *Firms are required to submit this information to FHATA once. However, it is your responsibility to notify FHATA of any changes to your business that may affect your registration (i.e. address, contact information).*

Legal Entity Name:				Phone:	
Doing Business As:				Toll-free Phone:	
Physical Address:				Fax:	
City:				Email:	
State:		Zip:		Website:	
Contact Person Name:				Title:	
Contact Phone:				Contact Email:	
Mailing Address:				Phone:	
City:				Fax:	
State:		Zip:		Comments:	
Business Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership / LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Other:	
If Incorporated, in Which State:		Federal Tax ID No:		Years in Business:	
Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform .					DUNS # _____
Annual Gross Receipts. 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		
Standard Invoice Terms:	Due Dates	Discount Days		Percent	
Please provide a description of the goods and services you are interested in providing to FHATA. 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 http://www.sba.gov/content/small-business-size-standards .					
NAICS CODE(S):					

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?** If YES, submit a copy of a copy of your current certification from your state's UCP.

☐ No ☐ YES ☐ ATTACHED

2. **Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization?** If YES, please provide a copy of your certification documentation.

☐ No ☐ YES ☐ ATTACHED



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

DBE/SBE CERTIFICATION: The FHATA 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 FHATA's Finance Director at (785) 537-6345 or via email at mtuttle@fhata.org

AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE: 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 Vendor 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 Vendor 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 purchase agreement:
- 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 Vendor 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 Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.
 - 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.
 - Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.

Applicable to Law: This contract shall be subject to, governed by, and construed according to the laws of State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas. Rights and obligations of the parties hereto shall be governed by, and this Agreement shall be interpreted in accordance with, the laws of the State of Kansas and applicable Federal Law.

Disclaimer of Federal Government Obligation of Liability: The federal government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other party in connection with the performance of this Agreement. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third party agreement, the federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party contractor, lessee, or other participant at any tier under this Agreement.

Disclaimer of State of Kansas Obligation of Liability (KANSAS): No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any supplier or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-1010 et seq.).

Fraud or False or Fraudulent Statements or Related Acts (Amended April 2009): The Seller acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the performance of this Agreement. Upon execution of this Agreement, the Seller certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the performance under this Agreement. In addition to other penalties that may be applicable, the Seller 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 Agreement to the extent the federal government deems appropriate.

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

Records Retention and Access: The Contractor agrees to provide FHATA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. 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. 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 FHATA, 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 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

Incorporation of Federal Transit Administration Terms: The provisions in this Agreement include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference into this Agreement. 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 Seller shall not perform any act, fail to perform any act, or refuse to comply with any of Buyer's requests that would cause Buyer to be in violation of the FTA terms and conditions.

Energy Conservation: The seller 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.

Recycled Products: The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Kansas Anti-Discrimination Clause: The seller agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the seller is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the seller has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Seller agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a seller who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier, up to FHATA.

VENDOR CERTIFICATION: I certify that information supplied herein (including all pages attached) is correct and that neither the business entity nor any person in any connection with the business entity as a principal or officer, so far as known, is now debarred or otherwise declared ineligible from bidding for furnishing materials, supplies, or services to the Flint Hills Area Transportation Agency or declared ineligible to participate in federally funded projects.

Signature	Date	Printed Name	Title

The following documents must be returned:

- Completed Vendor Registration Form
- IRS Form W-9: [Vendors will be required to submit a signed IRS W9 form](#)
- Applicable Contract Terms and Conditions and additional Certifications (> \$10,000)

Return completed Vendor Registration Packet to Flint Hills Area Transportation Agency
Finance Department, 5815 Marlatt Avenue, Manhattan, KS 66503
Fax: (785) 537- or email: mtuttle@fhata.org

Flint Hills Area Transportation Agency (FHATA)

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2. PROPOSAL RESPONSE FORM (PRICING PAGES)

The proposer shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

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

Proposals must use the following Pricing Tables to submit their proposed pricing. Proposers may submit prices for each individual sections 1-4, and is encourage to provide a proposal for bundled or package if awarded multiple services.

The undersigned, acting as an authorized agent or officer for the Bidder, 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 FHATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the FHATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type / Print)

Date

Address / City / State / Zip

Authorized Signature

Title

Name (Type / Print)

Telephone #

Facsimile #

E-mail Address

Flint Hills Area Transportation Agency (FHATA)

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Proposal Response Form (Pricing Pages) - Continued

a) PRICING TABLE 1: Scope of Property and Casualty (Liability) Insurance Analysis and Consulting

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- Identify fees associated or tied to insurance premiums paid to carriers.
- Identify (optional) fees associated with software or additional technical tools that are in addition to the fixed base price.

ATTACHED DOCUMENT FOR PRICING (check here) _____

	TASK / DESCRIPTION	Cost	Percent
1	Total Compensation required for requested services on an annual fixed fee basis.		
2	Estimated annual percentage increase.		
3	Hourly rate for future and/or additional services.		
4	Estimated Travel Cost (please provide details) per trip.		
5	Other (please describe)		

Additional Notes or Details _____

Flint Hills Area Transportation Agency (FHATA)

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Proposal Response Form (Pricing Pages) - Continued

b) **PRICING TABLE 2: Scope of Workman's Compensation Insurance Analysis and Consulting**

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- Please describe proposed compensation method (fees, commission or combination) and the method by which such fees would be established for your services.
- Identify fees associated or tied to insurance premiums paid to carriers.
- Identify (optional) fees associated with software or additional technical tools that are in addition to the fixed base price.

ATTACHED DOCUMENT FOR PRICING (check here) _____

	TASK / DESCRIPTION	Cost	Percent
1	Total Compensation required for requested services on an annual fixed fee basis.		
2	Estimated annual percentage increase.		
3	Hourly rate for future and/or additional services.		
4	Estimated Travel Cost (please provide details) per trip.		
5	Other (please describe)		

Additional Notes or Details _____

Flint Hills Area Transportation Agency (FHATA)

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Proposal Response Form (Pricing Pages) - Continued

c) PRICING TABLE 3: Scope of Employee Benefit Insurance Program Analysis and Consulting

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- Please describe proposed compensation method (fees, commission or combination) and the method by which such fees would be established for your services.
- Identify fees associated or tied to insurance premiums paid to carriers.
- Identify (optional) fees associated with software or additional technical tools that are in addition to the fixed base price.

ATTACHED DOCUMENT FOR PRICING (check here) _____

	TASK / DESCRIPTION	Cost	Percent
1	Total Compensation required for requested services on an annual fixed fee basis.		
2	Estimated annual percentage increase.		
3	Hourly rate for future and/or additional services.		
4	Estimated Travel Cost (please provide details) per trip.		
5	Other (please describe)		

Additional Notes or Details _____

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Proposal Response Form (Pricing Pages) - Continued

d) PRICING TABLE 4: Risk Management and Analysis Services

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- Please describe proposed compensation method (fees, commission or combination) and the method by which such fees would be established for your services.
- Identify fees associated or tied to insurance premiums paid to carriers.
- Identify (optional) fees associated with software or additional technical tools that are in addition to the fixed base price.

ATTACHED DOCUMENT FOR PRICING (check here) _____

	TASK / DESCRIPTION	Cost	Percent
1	Total Compensation required for requested services on an annual fixed fee basis.		
2	Estimated annual percentage increase.		
3	Hourly rate for future and/or additional services.		
4	Estimated Travel Cost (please provide details) per trip.		
5	Other (please describe)		

Additional Notes or Details _____

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Proposal Response Form (Pricing Pages) - Continued

e) **PRICING TABLE 5: BUNDLED PRICING (MULTIPLE-SERVICES) (OPTIONAL)**

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- Identify fees associated or tied to insurance premiums paid to carriers.
- Identify (optional) fees associated with software or additional technical tools that are in addition to the fixed base price.

ATTACHED DOCUMENT FOR PRICING (check here) _____

Please Note Which Services are included: _____

	TASK / DESCRIPTION	Cost	Percent
1	Total Compensation required for requested services on an annual fixed fee basis. #1 Commercial Insurance Analysis		
2	Total Compensation required for requested services on an annual fixed fee basis. #2 Workman's Compensation Insurance Analysis		
3	Total Compensation required for requested services on an annual fixed fee basis. #3 Employee Benefit Insurance Plan Analysis		
4	Total Compensation required for requested services on an annual fixed fee basis. #4 Risk Management Services		
	TOTAL BUNDLED SERVICES		
2	Estimated annual percentage increase.		
3	Hourly rate for future and/or additional services.		
4	Estimated Travel Cost (please provide details) per trip.		
5	Other (describe)		

Additional Notes or Details _____

Flint Hills Area Transportation Agency (FHATA)

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3. POWER OF EXECUTION

Authorization of Bidder

The undersigned, a _____ of
(officer, partner, proprietor, etc.)

_____,
(name of company)

a _____
(corporation, partnership, proprietorship)

having its principal office or registered agent at _____,
hereby certifies that the Company has duly authorized by appropriate action and/or hereby does

nominate, constitute, appoint and authorize _____
(name of individual signing document)

with full power to act _____, on behalf of
(alone or in conjunction with another person)

_____,
(name of company)

and thereby to make, execute, seal and deliver on its behalf and as its act and deed any and all proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instruments. Such proposals, contract proposals, contracts, change orders, monthly and final payment certificates and other like instrument shall be binding upon said company as fully and to all intents and purposes as if such instruments had been duly executed, acknowledged and delivered by the authorized officers of the company when executed, by the aforementioned person(s).

Company

Signature, Title

Date

Flint Hills Area Transportation Agency (FHATA)

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4. REFERENCES

Provide at least 3 references to which you have performed similar services over the past three years. Contact information for all references must be up to date. Add more pages if more than 3 references.

Reference #1:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #2:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #3:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

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5. QUALIFICATION CERTIFICATION

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that all parties involved in the Project as specified in this RFP hold any and all degrees, certifications, and licenses necessary in order to provide goods and/or perform services in the State of Kansas.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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6. ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered unresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to RFP FY21-02-RMS:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

Flint Hills Area Transportation Agency (FHATA)

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7. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of 49 CFR 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%. FHATA has not established an overall DBE goal; however they are subject to the DBE goal established by Flint Hills Regional Transit Association (FHRTA) which has set an overall goal for DBE participation of 2.9 percent. **There is no contract goal for this procurement.**

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 FHATA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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 FHATA.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify FHATA, 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 FHATA.

Signature: _____

Name & Title: _____

Company: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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8. SUSPENSION / DEBARMENT CERTIFICATION

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for
 - a. commission of fraud or criminal offense pertaining to performing a public transaction,
 - b. violation of any federal or state antitrust statute, or
 - c. embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by FHATA. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to FHATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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9. LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, 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 an 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 making lobbying contacts to 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. See 49 CFR 20.100.
- 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. 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. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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10. FLY AMERICA CERTIFICATION FORM

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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11. NON-COLLUSION AFFIDAVIT

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of FHATA, or of any proposer, or anyone else interested in the proposed contract.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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12. AGREEMENT TO COMPLY WITH THE POLICY AGAINST SEXUAL HARRASSMENT, DISCRIMINATION, AND RETALIATION

State of Kansas Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By:

Signature

Printed Name

Title

Date