

Request for Qualifications

Proposal Number: FY24-1103 TPSC
On-Call Transit Planning Services Consultant
Indefinite Delivery / Indefinite Quantity (IDIQ)
Issue Date: February 20, 2024



FLINT HILLS AREA TRANSPORTATION AGENCY

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
2:00 pm CST on Monday, March 18, 2024

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
Request for Qualification Proposal: FY24-1103-TPSC
Transit Planning Services Consultant (On-Call IDIQ)**

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A. REQUEST FOR QUALIFICATIONS

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. Flint Hills Area Transportation Agency, Inc. (a nonprofit corporation) and Flint Hills Area Transportation Board (a quasi-governmental entity) combined operate public transportation services including fixed route and demand response services in the tri-county area of Geary, Pottawatomie and Riley Counties, also known as the Flint Hills Region. Major fixed route services are offered in City of Manhattan and City of Junction City. FHATA partners with the local governments in each jurisdiction, as well as various businesses and Kansas State University (“KSU”).

The funds expended for work orders under these contracts may contain a percentage of funds appropriated by the United States Department of Transportation (DOT) and managed by the Federal Transit Administration (FTA), or the funds may be a combination of funds appropriated by the State of Kansas, or local county, or city governments. The contract will be between the selected firms and FHATA. The Indefinite Delivery/Indefinite Quantity (IDIQ) contract will contain required federal and state procurement terms and conditions, which will be applicable irrespective of funding source. The highest procurement standards, terms and conditions will apply.

1. Summary/Objective

FHATA is requesting proposals from a qualified and experienced firm(s) to provide On-Call Transit Planning Services in the areas of Transit Operations, and Management Planning, Capital Project Planning, and Planning Level Engineering Services.

The FHATA intends to award one or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. Services may not be required on a constant, continuous basis but rather on an as-needed basis during the term of the contract. Individual work orders will be negotiated and issued based on the fee structure provided. The FHATA is not obligated for services until a work order is issued.

2. Pre-Proposal Meeting and Bid Questions:

A nonmandatory PRE-PROPOSAL conference has been schedule for **2:00 pm CST, March 1, 2024**, and be held via Zoom Only Conference Call. **See Section C. Proposal Timeline for Zoom Call In information.** All potential bidders are invited and encouraged to attend. Representatives from FHATA Committee will be in attendance to answer questions with regards to scope of work, as well as discuss federal and state clauses applicable to the project.

Any questions, comments or requests for clarification are due from bidder by **2:00 pm CST, Friday, March 1, 2024** and must be submitted in writing to **Melanie Tuttle, Finance Director**, at mtuttle@fhata.org or presented during the bidders conference. An addendum will be issued following the pre-bid conference answer all questions received in writing or from those in attendance. An addendum(s) will be issued by close of business March 6, 2024.

Please note, our Headquarters location will be under construction during this time period, limiting access to the public. In-person meetings will not be held onsite during the pre-bid and bid opening.

3. Proposal Closing and Submission

Proposals must be received with all required submittals as stated in the RFQ, no later than **2:00 pm CST, March 18, 2024**. 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. Hard copy or electronic proposals will be accepted so long as they meet the submission requirements and include all elements.

Proposal submissions must include all documents identified in Section E.1 of this RFQ, we strongly recommend utilizing the Table provided. All Federal and State clauses must be signed as is, there will be no negotiation or acceptance of changes to the Federal or State clauses. Unsigned or omitted federal or state clauses will result in a nonresponsive bid.

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Submission: Envelopes or Subject Heading must be labeled “REQUEST FOR QUALIFICATION / FY24-1103-TPSC”. Proposals submitted via paper, must include one original hard copy signed by an authorized official, in addition to one unbound copy and/or digital copy (via flash drive). Proposals submitted electronically must be signed using official electronic signatures. Proposals should be comprehensive, accurate, and effective without unnecessary bindings or decorative or extraneous materials. The proposal package should consist of two (2) volumes and properly labeled. Each volume described below should be separately bound in the envelope / electronic attachment and identified with RFQ Number, name, offeror’s identify and volume number and volume title printed on the cover page. (See Section E.1 of the RFQ for details included in each volume)

- Volume I: Technical Proposal and all required submittals to support the proposers understanding of the RFQ Scope.
- Volume II: Contractual: Rate Schedule and signed terms and conditions, federal and state certifications, including DBE participation if required.

Proposals may be submitted via hard copy or via email to the following address. All questions must be submitted in writing to the same contact below.

**Flint Hills Area Transportation Agency
Procurement Department – FY24-1103-TSS
5815 Marlatt Avenue
Manhattan, Kansas 66503
Melanie Tuttle, Finance Director
Electronic: mtuttle@fhata.org**

Submission of a proposal shall constitute a firm offer to the FHATA for one ninety (90) days from the date of RFQ closing. This Request for Qualifications does not commit FHATA to award a contract, pay any cost incurred in preparation of a proposal in response to this request, or to procure or contract for services. The FHATA reserves the right to accept or reject any or all proposals received as a result of this RFQ, to interview or negotiate with any qualified individual or firm, to modify this request, or to cancel in part or in its entirety the RFQ if it is in the best interest of the FHATA.

No person or entity submitting a proposal in response to this RFQ, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means, or engage in any discussion concerning the evaluation and award of this contract with any member of the FHATA’s Board of Directors or any employee of FHATA during the period beginning on the date of proposal issue and ending on the date of the selection of the Contractor. Any such contact would be grounds for disqualification of the proposer. Contact with FHATA Procurement Department staff during such time period must be limited to technical questions, and discussions leading to Best and Final Offers (BAFOs).

4. **Public Proposal Opening**

The proposal process is not a sealed bid process, therefore no public opening will be held.

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B. NO PROPOSAL REPLY FORM

To assist us in obtaining good competition for our Request for Qualifications, 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 “**RFQ #FY24-1103-TPSC**” on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Proposer’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
RFQ Issued / Advertised	February 20, 2024
<p>Pre-Proposal Conference / Questions and Request for Clarifications from Proposer Due</p> <p>Questions may be emailed to mtuttle@fhata.org or presented during the pre-proposal conference.</p> <p>Join Zoom Meeting https://us02web.zoom.us/j/82117441933?pwd=Z25UMFBWeDZwd205QVh3ak40aFFSUT09 Meeting ID: 821 1744 1933 Passcode: 960660 --- One tap mobile +17193594580,,82117441933#,,,,*960660# US</p>	2:00pm, (CST), March 1, 2024
FHATA Response to Questions and Requests for Clarifications	5:00 pm (CST), March 6, 2024
<p>Proposal Closing: (State of Qualification Due (SOQ))</p> <p>Flint Hills Area Transportation Agency Procurement Department – FY24-1103-TPSC 5815 Marlatt Avenue Manhattan, Kansas 66503</p>	2:00pm, (CST), March 18, 2024
Public Opening	Not applicable
Interviews (Tentative and if required)	March 25 – 27, 2024
Contract Award (Anticipated)	April 5, 2024

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D. SCOPE OF WORK

1. Purpose and Background Information:

1.1 Background

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”).

The Agency has one facility that houses operations, administration and bus maintenance facilities and currently employs approximately 40 full-time equivalent employees. The Agency currently has thirty-one buses in its fleet and no administrative vehicles and operates public transportation services in the Flint Hills Region with three separate depot locations. Each entity operates under federal and state grants. Vehicles currently operated include E-450 20-Passenger Cut-away Buses and Ford Transit. FHATA operates three (3) major fixed route systems (two (2) under 5307 Urban Formula funds and one (1) under 5311 Rural Formula Funds) as well as demand response services throughout a tri-county area. All systems currently operate utilizing the same software and on-vehicle technologies.

FHATA utilizes a variety of tools and programs to design new, update existing bus routes, as well as real time tracking performance of the vehicles. The set tools are used in planning and managing transit operations. Tools include:

- *CAD-AVL Fleet Software* – REVEAL – (MTM Transit) [Healthcare Solutions - Public Transit Solutions - About MTM \(mtm-inc.net\)](#): Manages and tracks route schedules and real time vehicle GPS tracking for all fixed routes and demand response services, across all services. The system utilizes on board GPS location devices provided by REVEAL. The system provides real time GPS capabilities through cellular data.
- *On Board Vehicle Surveillance* – AngelTrax [AngelTrax Mobile Video Surveillance Solutions](#): Each vehicle is equipped with a Surveillance system (5 cameras) with onboard broadband routers with GPS capabilities, with tracking through software called MotoTrax, and REVEAL purchase through vendor AngelTrax. This system is used in conjunction with Swiftly to provide the schedules and real-time GTFS feeds that are published independent of FHATA’s feed.
- *Real-time Transportation Software* – Swiftly [Best-in-Class Public Transportation Software | Swiftly \(goswift.ly\)](#): Provides real-time information as part of FHATA’s scheduled GTFS feed using onboard broadband routers with GPS capabilities. The software works in conjunction with our customer facing feed through Transit App to provide real-time tracking of the vehicle locations for a better experience for our customers.
- *Transportation App*: Transit App [Transit • Make life better without a car. \(transitapp.com\)](#) Transit App is contracted to provide exclusive trip planning and real-time arrival estimates for the entire FHATA fixed route transit services. Any aggregated feed must be in a format that Transit can readily use with no additional modification.

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Scope of Work (continued)

- *Route Planning and Scheduling Software* – OptiBus [Making Public Transportation Better - Optibus](#): software is currently used for Planning and Scheduling software. It is used to prepare budgets, and plan new routes, changes in current routes, etc. however it does not directly integrate into the CAD-AVL product or allow for analysis of actual performance compared to planned, nor do we utilize a scheduling software for the bus operators.
- *Bus Operator Scheduling and Timesheet Management* – Deputy [Scheduling, Timesheet & Time Clock Software — Deputy](#): Independent of the CAD-AVL software and does not feed directly from the route schedules. Deputy is a digital work scheduling and timesheet tracking software.
- *Fleet Management Software* – Ron Turley Associates (RTA) [Fleet Management Software - RTA: The Fleet Success Company \(rtafleet.com\)](#) – Software to track and manage fleet performance.

1.2 Project Overview

The Flint Hills Area Transportation Agency (FHATA) is soliciting Statements of Qualifications for on-call professional Transit Planning Services. The intent of this solicitation is to provide the FHATA with qualified firms under Indefinite Delivery/Indefinite Quantity agreements to provide “on-call” transit service, management and operations planning and analysis, capital project planning and analysis, planning level conceptual design and engineering services for a range of transit activities. A proven track record of transit planning experience is required. Federal funds are likely to be used in these projects, so firms will be expected to understand and be able to meet all federal requirements. The FHATA anticipates the award of a minimum of one and up to three separate contracts.

At this time, the FHATA has not identified specific planning projects, and, therefore, is requesting statements of qualifications based on the broad scope of services in Section D.2 of this section. The FHATA will negotiate initial, one-year agreements through June 30, 2025 with the firms or teams selected, with options for extensions at the sole discretion of the FHATA for additional one-year periods not to exceed a total of four (4) years for each consultant selected. Services will not be required on a continuous basis, but rather on an as-needed, project-by-project basis during the term of the agreement. When FHATA needs planning consultant services a Task Order (“TO”) request will be negotiated and issued for each activity or project. The FHATA may ask the on-call consultant to prepare a draft TO scope, budget and schedule for negotiation. Execution of a TO by both parties will constitute authorization to proceed. The FHATA’s TO process is described in more detail in Section D.7.

The activities envisioned will require transit operations planning experience and many may require significant coordination with political jurisdictions and agencies that FHATA serves and with other organizations involved in transit planning and coordination. Experience in planning and project coordination with other transit providers and local jurisdictions, such as the City of Manhattan, Kansas and the area’s Metropolitan Planning Organization (MPO), Flint Hills MPO, is a desired element of this procurement. Therefore, the Consultant’s submittal should provide evidence of a working knowledge and experience in coordinating planning activities, technical studies and conceptual engineering with different entities such as these. Many such FHATA planning activities and products require coordination with and submissions to the Federal Transit Administration (FTA), and consultant familiarity with FTA procedures and requirements is necessary.

DBE firms are encouraged to submit qualifications as prime Consultants or sub-Consultants. Non-DBE firms are encouraged to submit qualifications with DBE’s as joint venture or sub-agreement partners.

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Scope of Work (continued)

2. Scope of Services, Objectives and Tasks: On-Call Professional Transit Planning Services

FHATA needs on-call transit operations and management planning services, capital project planning including the ability to conduct feasibility and technical studies, plus conceptual level architectural and engineering services for planning of capital infrastructure projects. A general description of these planning services required are shown below, and as part of the evaluation process, prospective firms will be judged on their ability to perform such functions. The list of functions is not all-inclusive, and other related activities not listed but within the general category of work may be requested in a TO under the IDIQ agreement. In addition, it is expected that the consultant may be requested to attend meetings and make presentations to local political jurisdictions, civic groups and organizations, the Federal Transit Administration and the general public to obtain comments and to present the results of planning analyses and studies.

Each Statement of Qualifications will need to list by name and title the consultant's and all sub-consultant's available personnel, transit planning experience and qualifications, and the ability to provide services on short notice.

The following describes needed services:

2.1 Transit Operations and Management Planning

Public transportation planning, including but not limited to the following: corridor studies, feasibility studies, high-capacity transit investment alternatives analyses, development of short- and long-range transit service and infrastructure plans, blocking/run cutting, scheduling, Title VI analysis, Americans with Disabilities Act (ADA) service planning, multi-modal coordination, etc. Services include but may not be limited to the following:

- A. Analysis of the performance of existing transit services and identification of potential improvements in service, operations, schedules, or alignments.
- B. Planning new or altered transit services, including estimating demand and potential ridership, developing route alignments and efficient schedules, estimating operating expenses, optimizing staffing and fleet needs, and making efficient connections to other transit services.
- C. Conduct market research, public outreach, passenger surveys and traffic counts, capacity analyses, analyses of fares and fare policies, and other general transit operations planning activities and provide appropriate recommendations to FHATA. May include:
 - i. Target audience identification
 - ii. LEP Services
 - iii. Contact database development and processing
 - iv. Public involvement plan development and implementation
 - v. Mailing and email address collection and processing
 - vi. Organizing and leading public workshops, meetings, and forums
 - vii. Preparing and distributing printed collateral
 - viii. Preparing website material and social media blasts
 - ix. Managing and reporting public comments
- D. Assessments of appropriate service types (e.g. fixed route, flexible, paratransit, micro-transit, commuter express, streetcars, etc.) vehicle type, size and fuel (e.g. Gasoline, CNG, diesel or electric) and recommendations for services by route and corridor, analysis of contracting opportunities and comparisons to FHATA services.

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Scope of Work (continued)

- E. Analysis of economic impact, joint development opportunities and transit-oriented development opportunities including assessments of potential benefits to the FHATA, economic benefits (direct and indirect) to local communities, and proposed policies and recommended action for affected political jurisdictions.
- F. Assessing regional transit needs and issues and developing implementation plans for items within the regional transit vision.
- G. Assessment of management and staffing requirements for transit services, operations and/or projects, including preparation of budget projections.
- H. Assist with development, review and update of Agency's Transit Service Plan and General Guidelines. Including development of measures and standards for:
 - i. Transit System Asset Management
 - ii. Transit Performance in Both Coverage and Frequency bus routes and other transit service modes
 - iii. Level of Services provided for different transit service modes

2.2 Capital Project Planning

- A. Analyze the demand, feasibility and preferred locations for new or adjusted transit services and transit infrastructure. Infrastructure may include park and ride lots, transit centers/mobility hubs, transit stations or stops, bus pull out lanes, maintenance and servicing facilities, and/or joint development projects. Analysis may require review of environmental impacts, preparation of planning justification including demand estimates and cost-effectiveness analysis, and recommendation of preferred sites, and concepts.
- B. Conduct feasibility studies, studies of project alternatives, cost effectiveness analyses, joint and transit-oriented development analyses and other studies for transit services including new bus service, bus rapid transit, streetcar, light rail and other fixed guide way services. Prepare project justification documents for FHATA submission to the FTA or others in support of grant applications.
- C. Technology Assessment: Analysis of the feasibility and cost-effectiveness of deploying, expanding or upgrading various Intelligent Transportation System (ITS) and passenger information technologies into FHATA's operations and/or integrating these with FHATA and regional transportation/transit systems. Planning and conceptual engineering for ITS applications including real time transit information, transit traffic signal priority, etc. Other packages may include:
 - i. Fare Collection Management System
 - ii. Customer Information System
 - iii. Transit Fleet Management
 - iv. Transit Security
- D. Develop Order of Magnitude costs for planning and developing capital and operating budgets for proposed transit projects.
- E. Development of scope of service for preparation of Design and Construction documents, to be used by the FHATA in separate selection of firms.

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Scope of Work (continued)

2.3 Planning Level Engineer Services

- A. Conduct engineering analysis and technical feasibility of potential projects, site locations, traffic impact studies, and land use studies, etc.
- B. Prepare conceptual drawings, site plans and other materials for planning of proposed transit infrastructure projects.
- C. Develop order-of-magnitude construction and operating cost estimates.
- D. Assess new technologies and their application to the Flint Hills region and develop concepts and recommendations. Such technologies may include new fare collection alternatives, use of automatic or connected vehicles and technologies, micro-transit and ride hailing concepts and systems, new propulsion or fuel options, and other opportunities to take advantage of new technology.

2.4 FTA Compliance Independent Cost Estimating

- A. FHATA is required by the Federal Transit Administration (FTA) to complete an Independent Cost Estimate (ICE) for all procurements, including planning and design IDIQ work orders for professional services. As a scope task to FHATA's IDIQ programs, consultants may be asked to develop ICEs for a specific scope of services and projects.
- B. When a consultant is awarded an IDIQ work order, a separate IDIQ consultant may be asked to develop an ICE to assist FHATA in evaluating the fairness and reasonableness of the pending IDIQ work order agreement. The ICE consultant shall be compensated for developing each ICE at the contract rates agreed upon in their IDIQ. The ICE consultant is not eligible to participate in the future project(s) associated with an ICE that is developed.
- C. Consultants developing an ICE(s) shall be limited to not more than eight (8) man-hours to prepare the estimate. A separate ICE task order shall be established each year at the time of annual renewals so separate work orders shall not be required with each ICE request. Consultant shall invoice each ICE separately and the cost shall be applied toward their annual IDIQ contract maximum.
- D. If requested, the ICE consultant shall amend the original ICE to account for changed scope or other factors. ICE amendments shall be limited to four (4) man-hours.
- E. When requested, the ICE(s) shall be submitted to FHATA within five (5) business days of receiving a written request.

2.5 Environmental Review Services

- A. Initial site assessments and feasibility studies
- B. Environmental mitigation studies / reports
- C. Environmental review to support project planning with NEPA and SHIPPO Letters in accordance with Federal Transit Administration and other federal compliance requirements.
- D. Permitting services

2.6 Grant Writing

- A. FHATA relies on securing grants for advancing the development of its regional transit system and deploying new and innovative services. Furthermore, grants leverage the local funding commitments and political support for transit in the community. Federal funding for transit, through the Federal Transit Administration, is typically programmed for capital projects and has become very competitive, especially considering the growing interest and demand for expanded transit networks across the nation. Our experience finds successful FTA grant requests are strategically written to match the grant

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Scope of Work (continued)

program requirements, project focused, incorporate livability considerations in the planning process, reflect strong and diverse community partnerships, and propose a project and funding request that are appropriate from cost benefit and geography standpoints.

B. Experience and Expertise: The PROPOSER's Team has transit experts familiar with FTA grant programs and requirements and proficient grant writers on staff, ready to assist FHATA with its grant writing needs. Examples of staff work on successful FTA grant applications to support transit capital plans include:

- FTA Buses and Bus Facilities Grants Program – Section 5339
- FTA Capital Investment Grants – Section 5309
- USDOT Build Grants
- FTA Low No Transportation Grants
- STP/UZA Grants

3. Initial Task Order after IDIQ Contract:

Immediately after award of successful proposer(s), FHATA will issue the first Task Order for Transit Service Study of the current conditions of existing services, utilizing existing resources and limitations (staffing, funding, vehicles, performance of existing routes). For the purpose of the IDIQ, the proposer should indicate the Firm's ability and willingness to accept a Task Order for a project to begin no later than August 1, 2024.

The following is provided as a general scope for the initial task order to assist properly in making determination if they are capable of performing the work associated with the first task order according to the expected start date as well as a preliminary timeline. If proposer is able to perform the services, the actual timeline and costs will be negotiated through the Task Order process. It is not required for proposer to provide details of the specific project.

- *General Scope:* Consultant will utilize previous research, current data and existing conditions of current services to identify needs and gaps in service, develop solutions and provide recommendations for improvements. The Consultant will engage public, local governments and businesses. The services will meet the needs of the general public, the elderly, low income and disable individuals. New research and data will be collected as needed when new opportunities for enhancement and coordination are identified. The study must include technology assessment of current systems and provide realistic recommendations for improvements based on the resources available to the Agency. In addition, a study of on-demand services (micro-transit) and areas within the service area that a trial could be started.
- *Preliminary Timeline for Task Order:* It is desired to begin the project as soon as reasonable, for the purposes of the Task Order planning we have identified a rough timeline and expectations for completion. Task Order contractor will provide a more detailed timeline and expectation during negotiation of task order. It is expected the project planning to begin within twenty days of the negotiated task order. Alternate timelines will be identified through negotiation of task order.
 - Issue Task Order immediately following fully executed contract for IDIQ
 - Task Order Negotiation Period with Contractor: 2 weeks
 - Project to begin: No later than August 1, 2024
 - Project Completion: 6 months after the project starts but no later than January 31, 2024.

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Scope of Work (continued)

4. Terms: On Call Services, IDIQ

The term of this agreement shall be for a period of date of contract award through the end of 6/30/2025. The FHATA shall have the option to renew the contract annually for up to four (4), one (1) year periods (through 6/30/2029). Work in process prior to expiration of the Agreement shall be completed and as construed by FHATA to be within the “contract term.”

5. Proposer 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. Proposer must:

- A. Demonstrated understanding of concepts and requirements of RFQ.
- B. Provide at least three (3) public agencies your firm provided similar services within the past three (3) years.
- C. Provide key personnel proposed (including sub consultants), including names, titles, resume and explanation of work history. Personnel must remain assigned to the project throughout the period of the contract. No diversion or replacement shall be made without the submission of a resume and explanation of professional work history of proposed replacement demonstrating equal or better skills and qualifications.
- D. Any subcontracting firm or individual must be clearly identified in the proposal, as well as a brief description of how the subcontractor will be used. It is expressly understood that by proposing subcontractor(s), the contractor assumes full liability and responsibility for subcontractor’s performance. Subcontractors must be approved by FHATA prior to the contract award. If applicable, Proposers shall provide the following information regarding unaffiliated firms that will perform a portion of the work.
 - Company name
 - Address
 - Contact person and title
 - Telephone number, facsimile number and email address
 - Indicate if an affiliate or subsidiary of another firm and provide details
 - Date business was established and number of years under present ownership/management
 - Services to be performed on this project and pricing must be identified
 - Resumes indicating experience, education, licenses and certifications of key personnel that will be involved in this project
 - Provide up to three (3) current, relevant references for contracts performing similar work. Include contract amount, contract start/end dates, type of services performed, assigned Project Manager and other key personnel.
- E. Licenses and Certifications: Selected firm(s) must guarantee that ALL technicians, prime and sub-consultants performing work are licensed as appropriate at the time of Proposal submission and remain appropriately licensed throughout the projects assigned and are legally able to perform related work as assigned. Provide a list of applicable certifications and licenses (issue date and expiration dates).

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Scope of Work (continued)

6. The IDIQ Contract

- A. It is FHATA's intent to negotiate and award contract(s) to a minimum of one qualified firm with a possibility of a maximum of three qualified firms.
- B. The contract will be an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with an obligation for service being based on the issuance of a specific Task Order (TO) with detailed scope of services and cost information. The Agency is not obligated for services until a work order is issued and executed. It is expected that the value of contracted services shall not exceed \$100,000 annually, but the actual amount may be more or less and FHATA does not guarantee a minimum annual level of compensation to any Consultant awarded an IDIQ Contract.
- C. The IDIQ Contract will be a negotiated instrument and is an umbrella contract that does not designate specific projects or tasks of services. The IDIQ Contract establishes a relationship, specifying terms and conditions of employment, as well as establishing negotiated hourly rates for different professional, technical and administrative classifications of personnel proposed to be available for performance of work. Compensation for performance under the Agreement will be on an incurred cost plus fixed-fee basis, or in selective cases, based on a negotiated fixed price basis. The terms of the Agreement shall establish an hourly rate schedule for the Consultant and subconsultants for specific classifications of personnel.
- D. Consultants awarded an IDIQ umbrella contract will be offered an opportunity to negotiate for the award of specific Task Orders (TO). FHATA reserves the right to negotiate independently with each Consultant.
- E. The services may not be required on a constant, continuous basis, but rather on an as-needed, on-call basis, during the term of the Contract. The Consultant will provide services pursuant to negotiated TO. Each TO may vary in its size and scope and may entail providing a single support staff person for limited durations. Each TO will be issued on a fixed-price basis.
- F. The IDIQ contracts with consultants are NON-EXCLUSIVE. The FHATA expressly reserves the right to contract with other consultants and contractors for performance of the services described in this RFQ. FHATA retains and does not vacate any discretionary rights or authority because of any IDIQ Contract for specified services.
- G. Consultant's coordinator (team leader) will represent the consultant's team and will be the primary contact responsible for all transmittals and communications to the FHATA Project Manager. Likewise, the FHATA Project Manager will represent FHATA as the primary contact responsible for all transmittals and communications to the Consultant.
- H. The Consultant will notify FHATA whenever there is a new sub consultant to be added to the existing TO or to the contract, and submit loaded hourly rates for their position. Prior approval from FHATA is required before the new sub consultant can be added to the current contract/TO.
- I. It is understood and agreed that the Consultant's agreement shall govern only those TO's mutually negotiated and agreed to under each Consultant's IDIQ Agreement and shall not in any manner affect, modify, amend or otherwise change any other contract or agreement that may heretofore have been entered into between the parties.

Flint Hills Area Transportation Agency

Request for Qualifications: IDIQ FY24-1103-TPSC

Scope of Work (continued)

J. Negotiation of a TO shall not modify, change or amend the Consultant's agreement with the FHATA.

7. The Task Order (TO) Process

The administrative procedures for issuing, negotiating and administering the Task Order are set forth below:

- A. The FHATA Project Manager may issue a request for preparation of a TO generally describing the objectives and goals of a project. The Consultant will develop the scope of work, and outline the specific tasks to be accomplished. Tasks will be listed under specific discipline headings and each task will list the various categories of staffing and hours required to perform the work. If applicable, other professional consultants and technical support services will be listed with estimated costs. Allowable, reimbursable expenses will be itemized.
- B. All travel expenses, if any, shall be approved in advance and in accordance with the FHATA's Travel Policy for Contractors as indicated in Appendix H2. No modifications will be accepted.
- C. DBE Participation
 - i. Each TO may contain a DBE participation goal, as established by FHATA prior to the TO's issuance. Consultants who fail to meet the DBE participation goal shall show and document its "good faith efforts" to achieve the DBE goal. Good faith efforts shall be based on FHATA's prior established requirements. Failure to provide established DBE participation or evidence of good faith effort on a TO will disqualify the Consultant from future task orders.
 - ii. For TOs that contain DBE goals, the Consultant will explain how and what means will be used to achieve the DBE goal (i.e., partnership, limited partnership, subcontractor, etc.). Only work performed directly by the DBE will be counted toward the DBE participation. Majority firms attached as subcontractors to DBE subcontractors on a TO will not be counted toward that DBE commitment.
 - iii. Once the TO has been accepted in writing by FHATA, Consultants may not remove or modify a DBE's work without prior approval from FHATA. The reasons for the termination, substitute or modification must be documented, with the DBE firm must be notified in writing prior to any change.
- D. FHATA Project Manager may issue a TO to a Consultant of FHATA's choice for negotiation of services and pricing. The Consultant will use the negotiated loaded hourly rate as agreed to in the IDIQ Contract. The Consultant will use the team leader, team members, subcontractors, and fees as agreed to in the IDIQ Contract.
- E. If a consultant desires to be awarded a negotiated TO, they must negotiate in good faith and present FHATA with a fair and reasonable price position at the inception of negotiations. If negotiations fail, then FHATA will proceed to negotiate with the next consultant.

Flint Hills Area Transportation Agency

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Scope of Work (continued)

- F. All TOs will include the following information:
 - i. Proper name of the project or short title.
 - ii. Assigned FHATA procurement number.
 - iii. Brief narrative description of the project.
 - iv. Scope of work.
 - v. Identified disciplines involved, with various categories of staffing assigned and hours considered necessary for each work element at the contracted hourly rate, to be broken out between Prime and Subcontractor.
 - vi. Amount of anticipated expenses.
- G. For simple or small TOs the submittal procedures and data may be modified by the Project Manager. The complexity of the project will determine the makeup of the TO. In either case, FHATA will be looking for a clear, definitive description of the project so both the Consultant and FHATA may negotiate a fair and reasonable price for the services to be performed.
- H. When a TO is accepted, a specific time of performance will be agreed to by both the FHATA and the Consultant. A written Notice to Proceed (NTP) will be issued.
- I. Written approval of the TO by the Finance Director or Executive Director constitutes a Notice to Proceed (NTP). TOs may require work on an emergency basis, which may include nights and/or weekends.

8. Invoice, Reporting and Evaluation

- A. Progress reporting is a required element for each TO. The frequency and scope of reporting will be negotiated with each TO, but is generally expected to be on a monthly basis providing a brief narrative status of work accomplished, work in process, compliance with TO budget and issues of interest to FHATA. FHATA expects to evaluate performance under each TO and discuss the evaluation results with the Consultant. The purpose of the evaluation(s) will be to ensure the continued quality of the Consultant's work under the agreement while making a record of performance.
- B. Invoices shall include the following information: Progress invoices should be billed monthly, due by the tenth day following a month end, and payable within 15 days of receipt.
 - Contract number, Work Order number and Project title
 - Detail of work hours performed by Consultant's staff including rate of pay
 - Detail of work hours performed by any Subcontractor including staff and rate of pay. A copy of the subcontractor's invoice should be included.
 - Detail of any expenses incurred, including travel, along with receipts and documentation.

Flint Hills Area Transportation Agency (FHATA)

Request for Qualifications: IDIQ FY24-1103-TPSC

E. PROPOSAL INFORMATION/INSTRUCTIONS

1. Proposal Submission

Details and instructions for submittals of Statement of Qualifications (SOQ) including submission due dates and locations, can be found in Section A of this RFQ. At a minimum, each Proposal should contain the following elements:

Item	Description	RFQ Reference
VOLUME 1: TECHNICAL PROPOSAL (Maximum page limit 30 pages)		
A	Cover Letter: Brief letter, signed by an authorized person, and should identify all materials and enclosures being forwarded in response to the RFQ. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person and their email address.	
B	Understanding of Project: 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 Specific Categories in Section D 2.1 – 2.7 should be specifically identified. If a proposer does not have qualifications to perform work within a specific category it should be expressly identified, and the Proposer should not include this section in their proposal. If a subconsultant is proposed to complete a portion of the scope listed in 2.1-2.7 the roles must be specifically identified.	Section D Scope of Work
C	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. Must include details of proposed subcontractors. Provide an Organization Chart showing how the account will be staffed in all functional areas. Must include subconsultants who will participate during the course of services. Must identify designated project manager, who will function as the primary point of contact between FHATA and the team proposed to provide services through Task Order.	Section D Scope of Work
D	Subcontractor Utilization Plan: Subcontractors must be approved by FHATA prior to contract award. If applicable, proposer shall provide information regarding unaffiliated firms that will perform a portion of the work.	Section D Scope of Work
E	References: Provide at least three (3) references to which you have performed similar services over the past five years. Contact information for all references must be up to date.	Section F Evaluation & Attachment 4
F	Relevant Projects: Relevant projects should be recent, completed within the last five (5) years. Must provide a minimum of five (5) projects and not more than seven (7) similar in terms of project type, size, complexity, budget, and schedule.	Section F Evaluation
G	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.	
VOLUME 2: PRICE PROPOSAL AND ACKNOWLEDGEMENTS DOCUMENTS		
A	All proposers shall 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.	Attachment 1 Vendor Registration Form
B	Contract Terms and Conditions and Certifications: Section G must be signed in its entirety, and each page initialed for agreement to terms and conditions, including ALL required Federal and State clauses and certifications. Missing or improperly executed forms could be considered incomplete and non-responsive.	Section G Terms and Conditions and Required Certifications

Flint Hills Area Transportation Agency

Request for Qualifications: IDIQ FY24-1103-TPSC

Proposal Information/Instructions (continued)

Item	Description	RFQ Reference
C	Proposal Response Form: 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.	Attachment 2
D	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 7
E	Other Forms and Acknowledgements (if any): Additional forms and acknowledgments requested in Section I must be provided as requested.	Section I

2. Communications:

- A. In cases where communication is required between Proposer and 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.
- B. 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 bidder from consideration from the award of this contract.
- C. 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 and published on FHATA website.
- D. In order to receive communication, including addenda’s, regarding this Request for Qualification; 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.

3. Proposal Pricing (Fee Schedule):

- A. The successful Proposer(s) will be required to submit a Rate Schedule, in a similar format of the Rate Schedule provided in [Attachment 2](#), and include not-to-exceed direct hourly rates, overhead rates, fixed-fee, and fully burdened hourly billing rates. The Rate Schedule will be evaluated in the negotiation phase and, once agreed to by FHATA, will form the basis for a billing/payment provision. FHATA reserves the right to request additional documentation supporting the pricing data.
- B. The Proposer shall complete the Fee Schedule and provide firm, fully burdened Hourly Billing Rate by role and responsibility to meet the requirements of the RFQ. The fee schedule, 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. Annual rates may be renegotiated; however, the Proposer should provide a not to exceed price increase on an annual basis.

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Proposal Information/Instructions (continued)

- C. The proposal shall be net and shall reflect any available discount. A separate discount for timely payment shall not be given consideration in evaluating proposal, except in the case of proposal that end in a tie.

4. 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 RFQ, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFQ or not. The Proposer should clearly identify any exceptions or omissions to the requirements set forth in the RFQ.
- B. **Form of Contract: IDIQ.** A **sample** copy of the standard FHATA IDIQ contract is attached to this RFQ as [Appendix 3](#). The standard contract terms and conditions outline various legal and administrative duties 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.

5. Authorization to Proposal:

If an individual doing business under a fictitious name makes the Bid, the Bid shall so state. If the Bid 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.

6. Incomplete Proposal:

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

7. Withdrawal of Proposals:

- A. Proposals may be withdrawn upon written request received by FHATA before the time fixed for closing. Withdrawal of a bid shall not prejudice the right of the bidder to submit a new bid, provided it is received in a timely manner as provided above. The bond or certified check of any bidder withdrawing its bid, 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 bids.

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Proposal Information/Instructions (continued)

8. Disclosure of Proprietary Information:

- A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposals:
- 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
 - 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 RFQ, or all bids are rejected, the bids 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 Bidder of the request and the Bidder 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.

9. Protests:

- A. The Agency’s Bid Protest Policy can be found on our website at <https://www.fhata.org/about-procurement>. Policy includes information regarding pre-submittal, post-submittal/pre-award, and post award.
- B. All protests must be submitted to:
- Flint Hills Area Transportation Agency
Attn: Procurement Officer
5815 Marlatt Avenue
Manhattan, KS 66503
- C. 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.

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.

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Proposal Information/Instructions (continued)

10. 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 1.16 percent. **There is no contract goal for this procurement, however a task order may be issued with a specific project goal.** Information regarding FHATA's DBE policy and procedures can be found at <https://www.fhata.org/dbe>

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F. PROPOSAL EVALUATION, ACCEPTANCE AND AWARD

1. Statement of Qualifications (SOQ) Evaluation:

Basis of Award: A selection committee will evaluate the Statement of Qualifications (SOQ) submitted in response to this RFQ based on a series of criteria identified under Evaluation Criteria. Offerors determined to be most qualified to perform the professional services will be short-listed and may be sent an invitation to attend an interview. Interviews, if held, will be conducted in accordance with the requirements set out in the FHATA Procurement Code and may be held via Zoom video conference.

Firms or individuals submitting SOQs will be placed in rank order based on their qualifications and demonstration of addressing the needs reflected in the Scope of Services. Rankings of firms or individuals submitting qualifications will be sorted by category reflected in the Scope of Services Section D, Scope 2.1 – 2.6 based on their relative strengths within each category. In this case, all SOQs will be evaluated using the same selection criteria as reflected in the previous section, but the selection criteria would be applied within the context of each respective category to develop the respective categorized ranking such that firms or individuals submitting SOQs may have different rankings among categories.

Proposals will be evaluated using the following criteria: description of each criteria are detailed below the table.

CRITERIA	Maximum Points
Phase 1A: Initial Determination of Responsiveness (Pass/Fail): If pass then proposal moves onto Phase 1 evaluation	Pass / Fail
Phase 1B: Evaluation Criteria Evaluation (Non-Cost Proposal Applies to Each Category Scope Section D, 2.1 – 2.6 for Short-List (Top three selected in each category)	
A – Quality, Experience of Proposed Key Personnel (including subconsultants	30
B – Project Approach, Organization and Management of Proposed Work	20
C – Past Performance and Client References	20
Phase 2: Final Evaluation Criteria (after short-list)	30
TOTAL	100

A. Phase 1: Initial Determination of Responsiveness (Pass/Fail): Responses will be reviewed initially by the Procurement Team to determine on a pass/fail compliance with administrative requirements as specified in this RFQ. Only responses that meet this requirement will move to the next evaluation step. *Minimum Qualifications for Responsiveness (Pass/Fail):*

- i. **General Compliance with RFQ:** The proposer is compliant with all requirements of the solicitation and quality; clarity and thoroughness of the Proposal is not in question. The proposer/offeror has followed Proposal Format instructions and provided an easily followed, organized document for consideration.

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Request for Qualifications: IDIQ FY24-1103-TPSC

Proposal Evaluation, Acceptance and Award (continued)

- ii. **Federal and State Certifications / Acknowledgements:** All Federal and State certifications included in the RFQ must be included in the proposal submission and are all signed according to the instructions. Missing or incomplete certifications and acknowledgements are considered grounds for automatic rejection of the proposal.

Deviations and Exceptions: Deviations from the federal or state requirements or exceptions stipulated by an Offeror in their SOQ may result in disqualification. Language to the effect that Offeror does not consider this solicitation part of the contract may result in rejection of the Offeror's SOQ. Further qualification requirements are outlined in Section E.1 and Appendix I.

- iii. **Evidence of Qualifications:** FHATA reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subconsultant's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

FHATA reserves the right to determine at its sole discretion whether Proposer's Response meets the Responsiveness criteria as set forth within the document. In all responding Proposers are determined to be deemed Non-Responsive, Transit will cancel the Solicitation and reject all proposals.

Only responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements of the Solicitation.

B. Phase 1B: Non-Cost Proposal Evaluation, Applies to each Category in Section D Scope 2.1 – 2.6

- i. **Quality, Experience of Proposed Key Personnel (including subconsultants) (30):** Proposer should provide key personnel, including consultants, role in the project, and provide experience and qualifications, including resumes for proposed lead person(s)/project manager(s). Details of knowledge and project related experience applicable to the services required in this RFQ. Provide relevant experience in preparing and successfully providing transit planning services as exhibited by recent projects and references. Relevant experience the in the following must be demonstrated:
 - Transit Planning
 - Transit Project Oversight: Procurement, Disadvantaged Business Opportunity, Title IV, American with Disabilities Act
 - Environmental Review Services
 - Capital Project Planning
 - Public Outreach
 - Technology Services
 - Familiar of Project Area

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Proposal Evaluation, Acceptance and Award (continued)

- ii. ***Project Approach, Organization and Management of Proposed Work (20):*** FHATA evaluation committee will consider, among other things, the following:
 - The approach to the Project Work aligns with FHATA's scope and overall requirements as stated in the RFQ
 - The proposed team possesses successful, demonstrated experience in providing deliverables as required by this RFQ. The proposal includes specific items that are easily interpreted and understood as aligning with a required well organized, best scheduled, and managed approach to the deliverables.
 - Ability in experience in implementing government funded and regulated projects, with multiple stakeholders (FHATA, City of Manhattan, City of Junction, Pottawatomie County, Riley County, Geary County, neighborhood interest groups and individuals) and the ability communicate effectively with all.
 - Capacity of the firm to perform work in a timely manner
 - iii. ***Past Performance and Client References (20):*** FHATA anticipates that the Proposer will provide references for the Prime Proposer and its team of sub-consultants that confirm successful completion of relevant projects that closely support its ability to provide services identified in this RFQ. Relevant projects should be recent, completed within the last five (5) years. Must provide a minimum of five (5) projects and not more than seven (7) similar in terms of project type, size, complexity, budget, and schedule.
- C. *Phase 2: Final Evaluation (30):*** Interview / Overall Evaluation of the Firm: Highly qualified Proposers submitting responsive and responsible proposals may be invited to interview with the evaluation committee at their own expense. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers short-listed and moved through to Phase 2 evaluation, will be notified. Evaluation will consider the following (but not limited to):
- i. Proposers interview presentation was clear and concise
 - ii. Proposers showed knowledge and understanding of topics
 - iii. Proposer answered committee questions (whether in interview or written) logically and thoroughly
- D. *Rate Schedule:*** The successful Proposer(s) will be required to submit a Rate Schedule, in the format of the Rate Schedule provided in [Attachment 2](#) include not-to-exceed direct hourly rates, overhead rates, fixed-fee, and fully burdened hourly billing rates. The Rate Schedule will be submitted in Volume 2 but is not used in the evaluation process as described in Phase 1 and 2. It will be evaluated in the negotiation phase and, once agreed to by FHATA, will form the basis for a billing/payment provision. FHATA reserves the right to request additional documentation supporting the pricing data.

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Proposal Evaluation, Acceptance and Award (continued)

2. Overview of the Award Process:

- A. Step 1:** Upon receipt and evaluation of the SOQ submitted in response to this RFQ, FHATA will use a Selection Committee to evaluate and score each of the SOQs to arrive at a shortlist of no less than two (2) and more than five (5). Those Offerors who are selected to be short-listed may be subject to participate in interviews. FHATA reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and additional reference checks or visit completed projects following the interview.

FHATA intends to evaluate and select those Applicants based on the criteria outlined in F.1 of this Section. All Applicants receiving qualified status will be eligible to receive IDIQ. FHATA reserves the right to select the number of Awardees as it determined to be in its own best interest.

- B. Step 2:** After evaluation and interviews are completed, all Applicants receiving qualified status will be eligible to receive IDIQ. FHATA reserves the right to select the number of Awardees as it determined to be in its own best interest.
- C. Step 3:** Negotiation / Award: As described in Section D.6, the FHATA intends to award one or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. Services may not be required on a constant, continuous basis but rather on an as-needed basis during the term of the contract. Individual task orders will be negotiated and issued based on the fee structure provided. Task Order process is described in Section D.7. The FHATA is not obligated for services until a task order is issued.

It is the sole opinion of FHATA, which Proposals best meet the requirements set forth in this RFQ and is the best interest of FHATA. FHATA May enter into Contract negotiation with the successful Proposer(s). At which time the Rate schedules will be evaluated and agreed upon. If FHATA and the successful Proposer(s) are unable to negotiate an acceptable contract within a reasonable amount of time, FHATA will terminate negotiations and proceed to negotiations with the next highest ranked Proposer(s).

All responsive Proposers responding to this solicitation will be notified when FHATA has determined the successful Proposer(s).

- D. Step 4:** Execution of IDIQ Contract: The successful Proposer(s) will execute the final Contract and return to FHATA, together with the evidence of insurance, within ten (10) business days of its receipt. After execution by FHATA, a fully signed Contract will be provided to the Awarded Consultant.

This procurement may be subject to one or more financial assistance contracts between FHATA and the U.S. Department of Transportation, which incorporate the current Federal Transit Administration (FTA) Master Agreement and Circular 4220.1F as amended. The Proposer is required to comply with all terms and conditions prescribed for third party contracts in this solicitation.

Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this solicitation. To assure compliance with changing federal requirements, Contract Award indicates that the Proposer agrees to accept all changed requirements that apply to this Agreement.

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Proposal Evaluation, Acceptance and Award (continued)

3. Proposer’s Responsibilities:

- A. By submitting a SOQ, the proposer represents that proposer has read and understands the RFQ and the SOQ is made in accordance with the RFQ; and
- B. By submitting a SOQ, the proposer represents that proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to FHATA.

4. Reservations:

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

5. Licenses and Permits:

- A. The Proposer (and sub-consultants) 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 Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Environmental Protection Agency (EPA), the Kansas Department of Health and Environment (KDHE), the FTA, the Department of Transportation (DOT).

6. Required Certifications and Documentation:

This project will be funded by federal and state funds. See [Section E.1 and Section I](#) for list of documents required to be submitted and [Section G](#) for complete contract terms and conditions.

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G. CONTRACT TERMS AND CONDITIONS AND CERTIFICATIONS

Review the Enclosed Standard Terms and Conditions for Large 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 Terms and Conditions
Federal and State Clauses and Certifications

Initials _____

GENERAL PROVISIONS

1. VENDOR REGISTRATION FORM

The standard terms and conditions, clauses and certifications should be accompanied by a Vendor Registration Form which includes basic terms and conditions for all vendors to follow regardless of spending limits. The Vendor Registration Form and this document constitute the entire Terms and Conditions that apply between Owner and the Contractor. The purpose of this form is to include additional terms and conditions, clauses and certifications required for purchases greater than \$10,000 (in the aggregate).

2. HEADINGS

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

3. AGREEMENT IN ENTIRETY

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

4. ASSIGNMENT

The Contract shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of FHATA. In the event FHATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon the inure to the benefit of the parties and their respective successors, assigns and legal representative.

5. SEVERABILITY

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

6. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

FHATA will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

7. CHANGES

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

8. DISPUTES

(a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by FHATA's Finance Director, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of FHATA Management shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Executive Director, with a copy to the Finance Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, and unless otherwise directed in writing by FHATA, the Contractor shall proceed diligently with performance in accordance with the Finance Director's decision.

(b) The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by FHATA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. REQUESTS FOR PAYMENT

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

b) Payment by FHATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after FHATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

c) All final invoices shall be submitted to FHATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds FHATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.

d) Subcontractor Payments

(1) Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

(2) Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from FHATA.

(3) The Contractor shall certify on each payment request to FHATA that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify FHATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.

(4) If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

(5) The Contractor agrees that FHATA may provide appropriate information to interested subcontractors who inquire about the status of FHATA payments to the Contractor.

(6) Nothing in this provision is intended to create a contractual obligation between FHATA and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

10. RIGHT TO OFFSET

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

11. SUSPENSION OF WORK

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

12. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to FHATA official identified in the Notification and Communication section. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of FHATA's contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.



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13. INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent, employee or representative of FHATA and FHATA shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

14. SUBCONTRACTORS

a) **Subcontractor Approval:** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of FHATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the written approval of FHATA as set forth herein.

Upon FHATA's request, Contractor must provide copies of subcontract agreements for DBE and non-DBE firms that include all required contract clauses.

b) **DBE Subcontractor Employment.** See Disadvantaged Business Enterprise Provisions.

15. DELIVERY

Materials and/or equipment shall be delivered to 5815 Marlatt Avenue, Manhattan, KS 66503. FHATA will assume custody of property at other locations, if so directed in writing by FHATA. Packing slips shall be furnished with the delivery of each shipment. FHATA reserves the right to inspect all deliveries or services before acceptance. All external components shall be wrapped for protection against damage during shipping and handling. Each specified unit shall be delivered to FHATA in first class condition and the Contractor shall assume all responsibility and liability for said delivery. FHATA reserves the right to extend delivery or installation, postpone delivery or installation, or reschedule delivery or installation in case the delivery or installation of service equipment under this Agreement shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause of circumstance beyond the control of the Contractor, as detailed in writing by the Contractor. The time of completion of a delivery or installation shall be extended by a number of days to be determined in each instance by FHATA.

16. ACCEPTANCE OF MATERIALS – NO RELEASE

Acceptance of any portion of the products, equipment or materials prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials, or for failure to fully comply with all of the terms of this Contract. FHATA reserves the right and shall be at liberty to inspect all products, equipment or materials and workmanship at any time during the Contract term, and shall have the right to reject all materials and workmanship which do not conform with the conditions, Contract requirements or specifications; provided, however, that FHATA is under no duty to make such inspection, and Contractor shall (notwithstanding any such inspection) have a continuing obligation to furnish all products, services, equipment or materials and workmanship in accordance with the instructions, Contract requirements and specifications. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of FHATA.

17. INSPECTION OF SERVICES

(a) The Contractor shall provide and maintain an inspection system acceptable to FHATA covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to FHATA covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to FHATA during contract performance and for as long afterwards and the Contract requires.

(c) FHATA has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. FHATA shall perform inspection and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform to Contract requirements, FHATA may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, FHATA may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
- (2) Reduce the Contract Sum accordingly.

(e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, FHATA may:

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of the work; or
- (2) Terminate the Contract for default.

18. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

19. PROHIBITED INTERESTS

No board member, officer, employee or agent of FHATA 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 therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

20. LICENSING, LAWS, AND REGULATIONS

The Contractor 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 Services, under this Contract.

The Contractor shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including but not limited to those as set forth by the Environmental Protection Agency, the Kansas Department of Health and Environmental, the FTA, the Department of Transportation, Kansas Department of Transportation.

21. INSURANCE

(a) The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth, which is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligation under the Liability and Indemnification section below. 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.

(b) The Contractor shall furnish to FHATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by FHATA. will submit certificates or other proof of insurance to FHATA, naming FHATA as an additional insured, upon notification of contract award.

(c) The requirements for insurance coverage are separate and independent of any other provisions hereunder.

(1) **Worker's Compensation:** The Contractor and any subcontractors shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with the Agreement.

(2) **Commercial General Liability:** Contractor shall procure and maintain at all times during the term of FHATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products completed operations for at least two (2) years following project completion, or as otherwise noted. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance FHATA may have.

(3) **Auto Liability:** The policy(ies) shall include automobile liability coverage for all vehicles,



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licensed or unlicensed, on or off FHATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.

(4) **Professional Liability Insurance:** Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.

(5) **Pollution Liability:** Where applicable, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability.

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

22. LIABILITY AND INDEMNIFICATION

(a) **Contractor's Liability.** Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.

(b) **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against FHATA, its commissioners, directors and employees arising out of the use of FHATA's premises (including any equipment) by any party in performance of this Agreement.

(c) **Indemnification.**

(1) To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless FHATA, its Board Members, 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 Contractor, 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 Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing under this Agreement, Contractor shall promptly notify FHATA 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 Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing under this Agreement, and if Contractor has failed to provide insurance coverage to FHATA against such action as required herein or otherwise refuses to defend such action, FHATA 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 FHATA shall give the Contractor advance notice of any proposed compromise or settlement.

(4) FHATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If FHATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to FHATA. Contractor shall promptly reimburse FHATA for the full amount of any damages, including fees and expenses of counsel for FHATA, incurred in connection with any such action.

23. CONFIDENTIALITY OF INFORMATION

(a) To the extent that performance under this Agreement requires that Contractor be given access to confidential or proprietary business or financial information belonging to FHATA or other companies, Contractor 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 FHATA.

(b) Contractor shall obtain written agreement, in a form satisfactory to FHATA, 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 Contractor's organization directly concerned with performance of the Agreement.

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

(d) Contractor agrees that upon request by FHATA it will execute a FHATA-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 FHATA, such an agreement shall also be signed by Contractor 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. PATENT INDEMNITY

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against FHATA, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. FHATA will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

FEDERAL PROVISIONS

1. CIVIL RIGHTS

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

(b) **Equal Employment Opportunity.** The following equal opportunity requirements apply to this Contract: (1) **Race, Color, Creek, National Origin or Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 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), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (2) **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (3) **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



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

(d) **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. 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 Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include this Article in all subcontracts (if applicable). 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.

2. ENVIRONMENTAL REGULATIONS (ADDITIONAL REGULATIONS)

(a) **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$150,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to FHATA. FHATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

(b) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$150,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to FHATA. The Contractor understands that FHATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

(c) **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, FHATA agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The Contractor agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this Agreement to report, any violation of these requirements resulting from any project implementation activity to FHATA. FHATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

3. VETERANS EMPLOYMENT

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(a) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and

(b) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

4. TERMINATION

a) **Termination for Convenience** – FHATA may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in FHATA’s best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to FHATA to be paid to the contractor. If the contractor has any property in its possession belonging to FHATA, the contractor will account for the same, and dispose of it in the manner FHATA directs.

b) **Funding Contingency** – If this Contract is subject to financial assistance provided by the U.S. Department of Transportation, the Contractor agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require FHATA to terminate the agreement.

c) **Termination for Default** – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, FHATA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by FHATA that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, FHATA, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

d) **Opportunity to Cure** – FHATA in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to FHATA’s satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from FHATA setting forth the nature of said breach or default, FHATA shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude FHATA from also pursuing all available remedies against contractor and its sureties for said breach or default.

e) **Waiver of Remedies for Any Breach** – In the event that FHATA elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by FHATA shall not limit FHATA’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

f) **Property of FHATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to FHATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner FHATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to FHATA’s Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

5. BREACH OF CONTRACT; REMEDIES

If the Contractor shall fail, refuse or neglect to comply with any terms of this Contract, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by FHATA. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by FHATA shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

6. EMPLOYEE PROTECTION

The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

7. RESOLUTION OF DISPUTES AND LITIGATION

The Provider and any third-party contractor or its subcontractor(s) agree that in the event of any major disagreement, default, breach or litigation, or any settlement agreement resulting from these, and involving a contract for greater than the simplified acquisition threshold, the Provider will promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region VII. Furthermore, the Provider and any third-party contractor or its subcontractors also must promptly notify the FTA Chief Counsel, Regional Counsel, and the U.S. DOT Inspector General, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.



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STATE OF KANSAS PROVISIONS

1. ACCEPTANCE OF CONTRACT

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

2. 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.

3. 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."



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CERTIFICATIONS (FEDERAL AND STATE REQUIRED)

1. 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 Contract hold any and all degrees, certifications, and licenses necessary in order to provide goods and/or perform services in the State of Kansas.

By signing the final page of this document and submitting, the undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

2. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) (CERTIFICATION)

(a) This Contract 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%). FHATA’s overall goal for DBE participation is 1.16%. A separate goal has not been established for this procurement.

(b) The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted agreement. 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, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsive. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

(c) Contractor may not substitute, remove or terminate a DBE subcontractor without FHATA’s prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy of FHATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor’s notice and advise 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 Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

(d) Good Cause, includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract; or
- (2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
- (3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements; or
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law; or
- (6) The DBE subcontractor is not a responsible Contractor; or
- (7) The listed DBE subcontractor involuntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels 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.

(e) Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to FHATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor’s notice and advise 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.

(f) The Contractor must promptly notify FHATA 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 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.

By signing the final page of this document and submitting, the undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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.

a) The Contractor, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined at 49 CFR Part 29, Subpart C.

b) The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.

c) The Contractor agrees to provide FHATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

By signing the final page of this document and submitting, the contractor 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.

4. 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



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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.

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.

5. FLY AMERICA CERTIFICATION

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.

By signing the final page of this document and submitting, the undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

6. NON-COLLUSION AFFIDAVIT

The undersigned CONTRACTOR certifies, to the best of his or her knowledge and belief, that the contractor 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.

The CONTRACTOR 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 bidder, or anyone else interested in the proposed contract.

7. 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:

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.

8. CERTIFICATION COMPANY NOT CURRENTLY ENGAGED IN A BOYCOT OF GOODS OR SERVICES FROM ISRAEL

In accordance with K.S.A 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes and integral part of business conducted or sought to be conducted with the State.

As a contractor entering into a contract with FHATA, it is hereby certified that the Company is not currently engaged in a boycott of Israel as set forth in K.S.A 75-3740e and 75-3740f.



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Special Provisions attached: (Check if included) – Yes No

Construction Terms and Conditions included

Other, please describe _____

Other, please describe _____

Signature and Certification

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

By signing and submitting, the Contractor, certifies that the certification in the in each of the clauses in this document is material representation of fact relied upon by FHATA. The Contractor certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any.

If it is later determined that the Contractor knowing 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.

Contractor Name:

EIN: _____

DUNS No: _____

Address: _____

Name/Title of Authorized Official

Signature of Authorized Official

Date

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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](#)

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Attachments

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 1.16 percent. **There is no contract goal for this procurement, however individual project goals may be established per Task Order.** Information regarding FHATA's updated DBE policy and procedures can be found at <https://www.fhata.org/dbe>

1. If applicable, provide a list of subcontractors, including their DBE status and estimated contract amounts using Forms 1 -3. A contractor must make efforts to invite DBE participation and must document those efforts. A list of qualified Kansas DBE businesses may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>.
2. **Non-discrimination** - 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 FTA-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 and must be certified with the Kansas Department of Transportation (KDOT). The KDOT list of certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>. Firms not certified by KDOT 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
 - 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.

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Appendix: DBE Requirement (continued)

5. Documents Due at Bid 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 Bid/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.

FHATA treats bidders' compliance with good faith efforts requirements as a matter of responsiveness. Failure to meet the contracted DBE participation commitment without documented evidence of good faith efforts may result in termination of the contract. It is the bidder's responsibility to provide evidence to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

In evaluating good faith efforts, *FHATA* will consider whether the bidder has demonstrated sufficient good faith effort in accordance with 26.53(a) & (c) using the following process:

- *FHATA* will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts.
- *FHATA* will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made.
- The determination concerning the sufficiency of the firm's good faith efforts is a judgment call: there is no quantitative formula.
- *FHATA* will ensure that all information is complete and accurate and adequately document the bidder's good faith efforts before they commit to the performance of the contract by the bidder.

Bid Submission: Each solicitation for which a contract goal has been established will require the bidders/offers to submit the following information with the bid/proposal submission:

- The names and addresses of DBE firms that will participate in the contract.
- A description of the work that each DBE will perform.
- The dollar amount of the participation of each DBE firm participating.
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
- If the contract goal is not met, evidence of good faith efforts (see next section for examples).

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Appendix: DBE Requirement (continued)

Demonstration of Good Faith-Efforts may be documented using the following procedures:

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - 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 contractor might otherwise prefer to perform these work items with its own forces.
 - 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.
 - Negotiating in good faith with interested DBEs.
 - a. It is the bidder'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 bidder 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 bidder'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 bidder 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.
 - 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 bids in the contractor's efforts to meet the project goal.
 - 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 aid in the recruitment and placement of DBEs.
 - If a firm is certified in another state or with another department, they can find information [here](#) about applying for KDOT certification. Contractors can share this information to firms interested in becoming certified as part of their good faith effort in the bid process. Additional resources can also be obtained through Local Small Business Development Center at Washburn University. <https://washburnsmallbusiness.com/>
6. **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.
 - 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.

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Appendix: DBE Requirement (continued)

- 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 Bid 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 Bidder/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.
 - 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 dmcnelly@fhata.org.

Flint Hills Area Transportation Agency

Request for Qualifications: IDIQ FY24-1103-TPSC

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. **Travel Per Diem Rate:** Contractors may bill travel per diems (lodging, meals and incidentals) in accordance with the per diem rates for Kansas issued by federal government and found at www.gsa.gov. Daily rates through September 2024 are as follows, rates are adjusted when US General Services Administration issues updates.
 - a. **Hotels and Lodging:** Maximum daily rate \$107.00 plus taxes and hotel fees for Manhattan, KS. Rates in excess of GSA per diem rates must have prior written authorization from FHATA.
 - b. **Meals / Incidentals:** Actual costs of meals, including tips less than 17%, will be reimbursed up to a maximum of \$59.00 per person per day. Actual receipts must be submitted (including details). A receipt that included Alcoholic beverages are strictly prohibited and are **not** an eligible reimbursable expense.
3. **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.
4. **Telephone:** Telephone, cell phone and internet costs are **not** eligible reimbursable expenses.
5. **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.
6. **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. Contractors will be permitted to ride Flint Hills ATA Public Transportation Services for free, and will be provided passes.
7. **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 (2024) of \$0.67 per mile (based on the IRS current established rate).

Flint Hills Area Transportation Agency

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Appendix

3. SAMPLE CONTRACT (provided for reference purposes only)

THIS INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT (the “Contract”), made and entered into as of the ____ day of ____, 2024, by and between the Flint Hills Area Transportation Agency (“the Owner”), a nonprofit corporation organized in the State of Kansas, with offices at 5815 Marlatt Avenue, Manhattan, KS 66503 and ____ (“Contractor”), with offices in ____.

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 Owner and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR; TASK ORDERS.

- a. This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by the Owner in accordance with that certain Proposal FY24-1103 submitted by the Contractor dated ____, 2024, a copy of which is attached hereto as Appendix E and incorporated herein by reference (“Proposal”).
- b. FHATA and the Contractor agree to be bound by the terms and conditions of this Contract when a Task Order (also referred to as “TO” as defined in paragraph c below) is executive for a specific task. FHATA hereby retains Contractor as independent contractor for the sole purpose of performing the services described in the Task Order awarded to Contractor as described herein. For each TO awarded to Contractor, Contractor hereby agrees to perform such services (the “Services”) described in each TO on the terms and conditions as set forth.
- c. Task Order: At any time during the Term (as defined in Section 3 below), FHATA may negotiate with the Contractor a Task Order (TO) describing the nature of one or more specific tasks, the cost framework to be used by Contractor and any other information relating to the TO or other Work. FHATA and Contractor agree that the form of the TO may change during the term of this Contract. Contractor acknowledges that FHATA may in its sole discretion amend, delete or add provisions to a TO based on negotiations, including without limitation, the terms and conditions, proposal formats, and terms of compensation which must be mutually agreed to in writing. Based on the offer received, FHATA may negotiate with Contractor regarding the specific tasks and price. If Contractor is selected, Contractor and FHATA shall execute the TO, and there shall exist a binding obligation between Contractor and FHATA pursuant to the terms of this Contract and the TO regarding the Services.

2. SCOPE OF CONTRACT.

- a. Contractor’s duties under this Contract are generally to provide “on-call” innovative services as described in Scope of Services (sometimes referred as the “Project” or the “Work”, attached hereto as Appendix C and incorporated herein by reference. Task Orders’ will specify work to be performed and limits of Contractor’s authority. Approved TO’s shall be attached to this Contract and become a part thereof.

3. CONTRACT TERM AND TIMES.

- a. Time is of the essence: all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- b. Contract Term Dates: The Contract shall have a term of (AWARD DATE) through June 30, 2025. The FHATA shall have the option to renew this agreement annually for four (4), one-year periods. Work in progress prior to expiration of the Contract shall be completed and is construed by FHATA to be within the “Term”.

4. COMPENSATION.

- a. The Contractor agrees to perform the services to be specified as negotiated in each TO in an aggregate amount not to exceed One Hundred Thousand Dollars (\$100,000) annually. Compensation for services to be performed under each TO under this Contract shall be on the fully loaded per hour rates of the job classification personnel performing the task order tasks for actual work performed with each TO having a guaranteed not to exceed total amount.
- b. The parties agree that all TO’s will comply with the Fully Loaded Rate Agreement as negotiated for the Contractor, attached as Appendix C and incorporated herein by this reference. All cost components are subject to audit and possible adjustment based on the audited information.
- c. IT is expressly understood agreed that in no event shall Contractor be compensated in an amount greater than the amount specified in any individual TO for the services performed under such TO.
- d. Travel costs shall follow the Travel Policy incorporated into this Contract as Appendix D and shall be reimbursed only with prior written approval of FHATA’s project manager.
- e. No mark-up, profit, fee or overhead will be taken by the Contractor on subcontractor’s invoices.

Flint Hills Area Transportation Agency

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Appendix: Sample Contract Continued

5. MANNER OF PAYMENT

- a. The contractor will submit the monthly progress invoice for Task Order during the preceding month to FHATA's Project Manager. All invoices shall be numbered, dated, and submitted showing the Task Order number, the Purchase Order number, and the Contract Number.
- b. Each invoice shall detail, pursuant to the categories of costs (i.e. labor costs, general and administrative expenses, subcontractors' costs, general and administrative overhead costs for subcontractors, other direct costs, fixed fees for Contractor and subcontractors, and the DBE proportion), for services performed during the billing period; the personnel performing these services and their applicable hourly rate of compensation, which shall conform to the rates specified in the Rate Agreement, shall also be detailed.
- c. The invoices shall be in a format acceptable to the FHATA Project Manager. Monthly invoices from Contractor shall be submitted not more than fifteen (15) days after the end of each calendar month. Invoices submitted more than one hundred eighty (180) days beyond the date work performed will not be reimbursed.
- d. Provided the services performed have been acceptable, approved invoices shall be paid within thirty (30) days of their receipt. Submittal of the final invoice shall be made no more than thirty (30) days after completion of work specified, unless such date is change by mutual agreement of Contractor and FHATA.

6. BINDING EFFECT

- a. This Contract has all requisite approvals of the parties hereto and will insure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

7. REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- a. Contractor's Representations: In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- b. Contractor's Certifications" Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in completing for or in executing the Contract. For the purposes of this Paragraph 7.02:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of Owner, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.
- c. Standard Terms and Conditions, Federal and State Clauses and Certifications
 - i. Contractor acknowledges and certifies that the contractor understanding and compliance with all applicable federal and state clauses identified in Appendix A.
 - ii. Contractor acknowledges that annual recertification of applicable federal and state clauses is required at the same time the annual renewal is completed.

8. MISCELLANEOUS PROVISIONS AND CONTRACT DOCUMENTS.

- a. The following Appendices are attached hereto by reference as part of this Contract. This Contract and any amendments

Flint Hills Area Transportation Agency
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Appendix: Sample Contract Continued

issued hereafter, constitute the entire Contract between the FHATA and the Contractor.

Appendix A. General Contract Terms and Conditions, Federal and State Certifications and Clauses; and

Appendix B. Scope of Work; and

Appendix C. Cost Page Submitted by Contractor; and

Appendix D. FHATA's Travel Policy for Contractors

Appendix E. Contract Documents Incorporated by reference into this Contract

9. ORDER OF PRECEDENCE

- a. In the event of a conflict in terms of language among the documents, the following order or precedence shall govern:
 - i. FHATA's Standard Terms and Conditions;
 - ii. Specific written amendments or modifications / change orders to the executed Contract;
 - iii. This executed Contract;
 - iv. Contractors Proposal; and
 - v. FHATA's RFQ and Scope of Services / Work

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

(CONTRACTORS NAME)

By _____

FLINT HILLS AREA TRANSPORTATION AGENCY

By _____
Anne Smith, Executive Director

Flint Hills Area Transportation Agency
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments

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. The following should be included with Volume 2 of Response to RFQ.

1. FHATA Vendor Registration Form
2. Contract Terms and Conditions
3. Bid Response Form (Pricing Pages)
4. Power of Execution
5. References
6. Qualification Certification
7. Subcontractor Utilization Plan Certification
8. Acknowledgement of Addenda



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:		Business Phone:	
Doing Business As:		Website:	
Physical Address:			
City:	State:	Zip Code:	
Contact Person Name:		Title:	
Contact Phone:		Contact Email:	

Mailing Address: (if different)		City/State/Zip	
Business Type:	Attach Form W-9	Other:	
State of Incorporation:	Federal Tax ID No:	Years in Business:	

Sam.gov Are you registered at Sam.gov as an active Federal Contractor? If so, please provide. Unique Entity ID, Cage Code and Expiration Date:	DUNS # (if applicable)
Unique Entity ID: _____ Cage Code: _____ Expiration: _____	_____

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 go <https://www.census.gov/naics/>

NAICS CODE(S):

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.	
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Standard Invoice Terms:	The Agency pays on a Standard Net 30 after date of invoice, unless otherwise stated in contract.
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DBE/SBE CERTIFICATION: 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 DBELO at (785) 537-6345 or via email at fhata@fhata.org

- 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 Are you currently included in the KS DOT DBE Contractor List?
- 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 WBE MBE DBE ACDBE

Federal assistance is provided by Federal Transit Administration and KS Department of Transportation under federal programs Section 5311, 5307, 5339 and 5310 Programs. FHATA’s purchases must conform to federal, state, and local government standards and regulations. Vendors should be aware of applicable federal regulations and certifications that apply including but not limited DBE, ADA, Civil Rights, Seismic Safety, Buy America etc. Vendors should inquire about these requirements prior to submittal of qualifications, proposals or interest in doing business with FHATA. The following pages represent minimum requirements to be an approved Vendor with FHATA.



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

Applicable to Law: This agreement 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 Vendor, 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, sub agreement, or third party agreement, the federal government continues to have no obligations or liabilities to any party, including any subrecipient, third party Vendor, 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 ort Claims Act (K.S.A. 75-1010et seq.).

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 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.

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.

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.

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (a) Procure or obtain; (b) Extend or renew a contract to procure or obtain; or (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (2) Telecommunications or video surveillance services provided by such entities or using such equipment. (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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 Vendor 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.

Solid Waste. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Records Retention and Access: The Vendor 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 Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Vendor access to Vendor'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 Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Vendor 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 Vendor 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.

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.

Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Parts 180 and 1200, the Vendor 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 Vendor 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. (A) the Vendor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C. (B) The Vendor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000. (C) the Vendor agrees to provide FHATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

Termination:

FHATA may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in FHATA's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to FHATA to be paid to the Vendor. If the Vendor has any property in its possession belonging to FHATA, the Vendor will account for the same, and dispose of it in the manner FHATA directs.



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

United States Product and Service Preference

Buy America – The Vendor agrees to comply with 49 U.S.C. § 5323(j), and 49 CFR, Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Vendor further agrees to include these requirements in all subcontracts exceeding \$150,000.

Fly America: The Vendor 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 Vendor 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 Vendor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference: In the event that ocean shipment is required for any material or commodity pursuant to this agreement, the Vendor agrees to utilize United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels. The Vendor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to FHATA (through the Prime Vendor in the case of subcontractor bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, S.W., Washington, DC, 20590. The Vendor further agrees to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials or commodities by ocean liner and exceeds \$100,000.

AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE: I hereby swear or affirm that the business entity complies with the following:

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.

Equal Employment Opportunity. The following equal employment opportunity requirements apply to this purchase agreement:

(1) Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, et seq., and Federal transit laws at 49 U.S.C. § 5332, the 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.

(2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the 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.

(3) 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.

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

ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. 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 Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Contractor understands that it is required to include this Article in all subcontracts (if applicable). 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.

AFFIDAVID OF NON-COLLUSION

The undersigned Vendor certifies, to the best of his or her knowledge and belief, that the Vendor 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.

The Vendor 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 bidder, or anyone else interested in the proposed contract.

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.*

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

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
email: mtuttle@fhata.org

Flint Hills Area Transportation Agency
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments

2. PROPOSAL RESPONSE FORM (SCHEDULE OF FEES)

The Proposer shall complete the following Fee Schedule and provide firm, fully burdened Hourly Billing Rate by role and responsibility to meet the requirements of the RFQ. The fee schedule, 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. Annual rates may be renegotiated; however, the Proposer should provide a not to exceed price increase on an annual basis.

Proposals shall include this Proposal Response Form. Bidders may submit additional attachments; however, the Proposals Fully Burdened Rates must be identified in a similar format as provided in the following pages. **Proposals submitted on any other form may be considered non-responsive if they do not provide all required information.** The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.

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 Qualification 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 Agency 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 RFQ. 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	
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Authorized Signature	Title
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Name (Type / Print)	
---------------------	--

Telephone #	Facsimile #
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E-mail Address	
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Flint Hills Area Transportation Agency
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments- Proposal Response Form (continued)

SCHEDULE OF FEES:

The successful Proposer(s) will be required to submit a Rate Schedule, in the format of the Rate Schedule, and include not-to-exceed direct hourly rates, overhead rates, fixed-fee, and fully burdened hourly billing rates. Task Orders will be required to include not-to-exceed for each area included in the Task Order. The following table is provided as an option for submittal. Proposers may attach a separate Schedule of Fees, however, the minimum information must be identified, and the Proposal Response Form must be completed and attached. The proposer must clearly identify if a Section of Scope 2.1-2.6 is not included in the proposal or if the contractor cannot provide that service. Firm must be able to provide all services under a section, they cannot provide partial services, however a proposer can choose not to propose on the entire section. Individual names, titles and roles must be identified.

Key Staff Members and Project Managers, those requiring licenses or certifications, must be included by Name, Title, and Role. Staff level and administrative functions may be identified by role. Resumes and experience must be included for all key staff members and project managers.

ATTACHED DOCUMENT FOR PRICING AND FEATURES INCLUDED: (check here) _____

Scope Section 2	Rate Card	Fully Burdened Hourly Billing Rate	Provided by Prime or Sub* Consultant	Unable to provide Service (Place an X)
2.1	Transit Operations and Management Planning			
	Project Principle in Charge: Name / Title			
2.2	Capital Project Planning			
	Project Principle in Charge: Name / Title			
2.3	Planning Level Engineering Services			
	Project Principle in Charge: Name / Title			
2.4	FTA Compliance Independent Cost Estimating			
	Project Principle in Charge: Name / Title			

Flint Hills Area Transportation Agency
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments- Proposal Response Form (continued)

Scope Section 2	Rate Card	Fully Burdened Hourly Billing Rate	Provided by Prime or Sub* Consultant	Unable to provide Service (Place an X)
2.5	Environmental Review Services			
	Project Principle in Charge: Name / Title			
2.6	Grant Writing and Compliance Review			
	Project Principle in Charge: Name / Title			
2.7	Other Services Offered (Not required)			
	Project Principle in Charge: Name / Title			
3.0	Other Costs: all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the Task Order. Individual Task Orders will require a negotiated cost per project, however if the firm has known costs please provide, description of costs, billing rate per unit, identify unit, and purpose. Examples are provided below.			
3.1	Travel Costs: Refer to FHATA Travel Policy included in RFQ. If Travel related costs are applicable, Provide general details of transportation mode typically used (POV, flights, and estimate minimum nights stayed if overnight is required)			
3.2	Printing / Reproduction Cost: Please describe			
3.3	Other Cost: Please describe			

*If a Subconsultant is utilized, the Sub’s Firm and individuals and roles must be identified in the proposal.

Flint Hills Area Transportation Agency
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments

3. POWER OF EXECUTION

Authorization of Proposer

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
Request for Qualifications: IDIQ FY24-1103-TPSC

Attachments

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) _____

Flint Hills Area Transportation Agency
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Attachments

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 RFQ 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: _____

6. SUBCONTRACTOR UTILIZATION CERTIFICATION

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that each subcontractor has been notified that it has been listed in this proposal and that each subcontractor has consented, in writing, to its name being submitted for this RFQ. Additionally, I certify that I shall notify each subcontractor in writing if the award is granted to my firm, and I will make all documentation available to FHATA upon request.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency
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Attachments

7. 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 RFQ FY24-1103-TPSC:

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 _____