Request for Qualifications

RFQ Number: FY21-1002-A&E
Architectural and Engineering Design Professional Services

FLINT HILLS AREA TRANSPORTATION AGENCY, INC
Finance Department
Melanie Tuttle, Finance Director
5815 Marlatt Ave
Manhattan, KS 66503
Telephone: 785-537-6345
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Sealed Qualifications are due no later than
1:00 p.m. CST on March 9, 2021

In order to receive communication, including addenda's, regarding this Request for Qualifications; 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 no not notify us of their interest in this solicitation.

Flint Hills Area Transportation Agency (FHATA)
Request for Qualifications #: FY21-1002-A&E
Architectural and Engineering Design Professional Services

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A. REQUEST FOR QUALIFICATIONS (ADVERTISEMENT)

Flint Hills Area Transportation Agency ("FHATA") is a nonprofit agency offering public transportation services in the Flint Hills region providing various public transportation services including Fixed Route services in the Cities of Manhattan and Junction City, as well as para transit services and demand response services through Riley, Pottawatomie, and Geary Counties. FHATA partners with the local governments in each jurisdiction, as well as various businesses and Kansas State University ("KSU").

1. Summary/Objective

FHATA is seeking a well-qualified Architecture and Engineer Firm (A&E Professional) to provide architecture, engineering, and design related services (Services), as further described in this RFQ and Attachments. We are seeking a firm with experience in transit storage and maintenance facilities, multi-modal planning, bus transit infrastructure, architecture, engineering, and pre-construction. Firms submitting a State of Qualifications (SOQ) must demonstrate comparable project-type experience. The Contract(s) that may be awarded following this Request for Qualification process will be based upon, without limitation, FHATA's professional service procurements and related applicable laws.

A&E Professional's responsibilities will be determined on a per Project Scope Basis. Construction budgets are not currently identified.

Any individual(s) or firm(s) proposing to perform engineering services, environmental services, pre-construction, and construction services must be appropriately licensed / registered in the State of Kansas at the time of submission of the Qualifications.

2. Pre-Submittal Conference and Inquiries:

Proposers may submit questions or inquires for clarification due by February 24, 2021 and must be submitted in writing to **Melanie Tuttle, Finance Director,** at mtuttle@fhata.org. and will anticipate having an answer by close of business March 1, 2021. If required, FHATA's response to these submissions will be in the form of an Addendum.

A pre-submittal conference will be held on **February 24, 2021 at 2:00 PM, CST**, as a virtual meeting via Zoom. Details on how to join the Zoom meeting are in Section C of this RFQ. It is not required to attend the conference; however, it is strongly suggested. FHATA staff will discuss the scope of work, general contract issues, and respond to questions and inquiries from attendees and those received in writing prior to the meeting. FHATA staff will not be available to respond to individual inquiries regarding the project outside of the pre-submittal conference, it is strongly recommended that interested firms attend the pre-submittal conference.

We will be unable to entertain conversation outside of the process outlined in this document nor will be able to entertain onsite visits. Neither offerors, nor members of their teams, shall communicate concerning this project with selection committee members, employees of FHATA, except as stipulated above. **Failure to abide by this requirement may result in rejection of the Offeror's Statement of Qualifications.**

3. Sealed Statements of Qualifications (SOQ) Closing and Submission

Sealed Qualifications must be received with all required submittals as stated in the RFQ, no later than **1:00 p.m. CST on March 9, 2021**. Qualifications received after time specified shall not be considered for award. Qualifications received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Qualifications not meeting specified delivery and method of submittal will not be opened nor considered

responsive.

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

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

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

B. NO SOQ 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 #FY21-1002-A&E*" on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Offerors' List by indicating below.

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

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

____ 2. We do not wish to propose under the terms and conditions of the Invitation For Bid document. Our objections are:

_____

_____

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

____4. We do not provide the services on which Qualifications are requested.

____ 5. Other: _____

____ We wish to remain on the Offerors' list for these services**.**

____ We wish to be removed from the Offerors' list for these services**.**

_____ _____

FIRM NAME SIGNATURE

C. RFQ SCHEDULE

SCHEDULE ITEM	DUE DATE
RFQ Issued / Advertised	February 9, 2021
Deadline for Inquiries	5:00 PM (CST) on February 24, 2021
Pre-Submittal Conference* Zoom Meeting ID: 835 5368 8526 Passcode: 901716 Phone number: 1-346-248-7799 https://us02web.zoom.us/j/83553688526?pwd=OE1QZ3JGQ1F5bDUwaFdkMkdZQngydz09	**2:00 pm (CST) February 24, 2021**
FHATA Response to Inquiries / Addendum Issued (required responses will be published on FHATA's website) https://rileycountyks.gov/1773/Bid-Postings	March 1, 2021
State of Qualifications (SOQ) Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503	**1:00 pm (CST) on March 9, 2021**
Selection Committee Review and Evaluation	March 17, 2021
Interviews with Shortlisted Firms (Optional)	March 22 – 24 , 2021
Negotiations with Awardee	March 29-30, 2021
Contract Award (Anticipated)	March 31, 2021

***Pre-Submittal Conference** – FHATA staff will discuss the scope of work, general contract issues, and respond to questions from attendees. FHATA staff will not be available to respond to individual inquires regarding the project outside of the pre-submittal conference, it is strongly recommended that interested firms attend the pre-submittal conference. Questions and inquiries must be submitted in writing a head of time to mtuttle@fhata.org. While attendance at the pre-submittal conference is not required; it is highly recommended.

Neither offers, nor members of their teams, shall communicate concerning this project with selection committee members, employees of FHATA, except as stipulated above. **Failure to abide by this requirement may result in rejection of the Offeror's Statement of Qualifications.**

D. SCOPE OF WORK

1. Purpose and Background Information:

FHATA is seeking a well-qualified Architecture and Engineer Firm (A&E Professional) to provide architecture, engineering, and design related services (Services), as further described in this RFQ and Attachments. We are seeking a firm with experience in transit storage and maintenance facilities, multi-modal planning, bus transit infrastructure, architecture, engineering, and pre-construction. Firms submitting a State of Qualifications (SOQ) must demonstrate comparable project-type experience. The Contract(s) that may be awarded following this Request for Qualification process will be based upon, without limitation, FHATA's professional service procurements and related applicable laws.

FHATA is seeking a design team with experience in transit storage and maintenance facilities, bus transit infrastructure, architecture, and engineering. Firms submitting a Statement of Qualifications (SOQ) must demonstrated comparable project-type experience.

The selected firm(s) (Contracted Firm(s)) will provide Services for a variety of FHATA projects. Future project specific requests will be issued as a Request for Task Order (RFTO). Each RFTO will contain its own scope of services, estimated value, and period of performance. Firms will then submit a Proposal including detailed Feel Proposal and other documents, in response to each RFTO. Construction budgets are not currently identified.

Any individual(s) or firm(s) proposing to perform architectural, engineering services, environmental services, pre-construction and construction services must be appropriately licensed / registered in the State of Kansas at the time of submission of the SOQ.

2. Terms:

The term of this agreement shall be for the period commencing the date of the award through June 30, 2023. FHATA reserves the right to exercise the option to renew the contract annually for up to two (2), one (1) year periods through June 30, 2025. Work in process prior to expiration of the Agreement shall be completed and as construed by FHATA to be within the "contract term".

3. Scope of Work:

FHATA is working in partnership with Federal Transit Administration (FTA) and KS Department of Transportation under federal and state grants reserve for these projects and awarded to FHATA and other possible sources. The project must conform to federal, state, and local design and accessibility standards, City and county building and development codes, sustainability goals and visual acceptability. Proposers should be aware that all federal regulations and certifications, etc. that apply to federally funded design and construction projects generally apply to the design and construction of these projects and proposers are to become familiar with these, including David-Bacon and other labor standards, DBE, ADA, Civil Rights, Seismic Safety, Buy America, etc. Proposers should inquire about those requirements prior to submittal of qualifications or proposals if they are not familiar with or do not understand them.

Fees are not included in this Request for Qualifications. Individual project fee proposals are to be submitted and Project Authorizations will be issued per each Project Scope, which define the specific project scope of services.

Scope of Work (continued)

General Scope Requirements (Specifications): FHATA is seeking a well-qualified Architecture and Engineer Firm (A&E Professional) to provide architecture, engineering, and design related services (Services), as further described in this RFQ and Attachments. We are seeking a firm with experience in transit storage and maintenance facilities, multi-modal planning, bus transit infrastructure, architecture, engineering, and pre-construction. Firms submitting a State of Qualifications (SOQ) must demonstrate comparable project-type experience. The Contract(s) that may be awarded following this Request for Qualification process will be based upon, without limitation, FHATA's professional service procurements and related applicable laws. Key terms and definitions are included in this Section of RFQ, Item #4.

A&E Professional's responsibilities will be determined on a per Project Scope Basis. The selected firm(s) (Contracted Firm(s)) will provide Services for a variety of FHATA projects. Future project specific requests will be issued as a Request for Task Order (RFTO). Each RFTO will contain its own scope of services, estimated value, and period of performance. Firms will then submit a Proposal including detailed Feel Proposal and other documents, in response to each RFTO. Construction budgets are not currently identified. Appendix A has been provided for general details and guidelines for the types of services that could be included in a project, as well as scope of current projects identified as part of the RFQ as well as possible future projects.

FHATA intends to award a Master Services Agreement (MSA) as a result of this RFQ process. The term "Agreement" and "Contract" as used herein refer to all of the Contract Documents that make up the MSA, inclusive of any subsequent Task Orders that may be issued.

The following are general guidelines and requirements that each Project may include (but not limited to), it is important to note not every project will include every type of service and some projects will be done in partnership with another municipality or another entity. As noted, each project will have its own Project Authorization and Project Scope.

General Requirements: Deliverables, as specified in each RFTO, will be prepared in accordance with the applicable codes and regulations and FHATA standards. Each fee proposal response to a future RFTO issued under the MSA will include the position description and the negotiated fully burdened hourly compensation rate associated with the position and detailed staffing plan.

a. Conditional Assessments: estimate of remaining service life and code compliance reviews, investigation, analysis, and recommendation(s) for repair/replacement of existing building components including, but no limited to roofs, windows, doors, gutters and building envelope.
b. Architectural Design and Related Engineering Services: new building construction; building renovations (interior and exterior); building demolition; ADA Accessibility; roadways; sidewalks, etc.

    i. Preparation of estimates, schedules, plans, and specifications for projects and as otherwise requested.
    ii. Provide support services in other disciplines as required to accomplish primarily architectural task orders, including but not limited to:
        - Interior Design / FF&E (Furniture, Fixtures, and Equipment)
        - Structural
        - Civil
        - Electrical
        - Audio Visual
        - Telephone/data
        - Security
        - Mechanical (HVAC and Plumbing)

Scope of Work (continued)

- Fire Protection
- Landscape
- Code Consulting
- Cost Estimating
- Other Support services tasks as needed for the work.

c. Prepare criteria documents for Design/Build Procurements
d. Prepare design phase documents (Programming, Schematic Design (SD), Design Development (DD), 50% Construction Documents (CD), 95/100% CD for submittal and review. The CD design package submitted shall be a fully coordinated and complete set of contract documents.
e. Provide Cost Estimates at Programming/Space Plans, SD, DD and 100% CD and participate in scope to budget reconciliation process.
f. Participate in review of design documents with FHATA, site staff, local Fire Marshall, and representatives from other State or Local agencies as needed and prepare meeting minutes.
g. Coordinate FHATA provided drawings and reports as required. Includes, but not limited to, seismic studies, surveys, topographical maps and energy audits.
h. Where applicable, incorporate hazmat mitigation documents provided by FHATA Consultants into final document.
i. Prepare final set of plans and specifications for bidding.
j. Participate in bidding process (including advertisements), bid review and analysis, which will include preparing addenda and obtaining FHATA approval of addenda.
k. Prepare preliminary color/mater/fenestration boards of all applicable exterior.
l. Interior materials for review by FHATA at the end of the schematic design phase. Prepare final color/mater/fenestration boards during the design development phase based on FHATA team feedback. Prepare FF&A plans and specifications.
m. Construction Management Services:
    i. Assist in construction administration activities, including review of submittals, attendance at weekly on-site meetings, implementation of current FHATA required procedures.
    ii. Responses to requested for information (RFIs), review of contractor payment requests and change orders, and conducting meetings.
    iii. Participate in project close-out tasks, which will include the preparation of punch lists, the review of warrantees and guarantees, and the review and approval of final contractor payments.
    iv. Final Close-out
    v. Preparation and review of Record Documents and electronic files
n. Peer and constructability review of design and bid document review and analysis.
o. Field investigations and surveying
p. Feasibility studies, Development Planning, Marketing Analysis, Evaluation and Assessment
q. Additional miscellaneous services and tasks generally associated with Architectural Services and Building Engineering Services and Systems and as otherwise may require architectural services.
r. The selected consultant(s) and/or consultant teams shall keep proper records of all projects designed pursuant to this "on-call" services contract, including, but not limited, copies of all project correspondence, submittals, shop drawings, schedules, plans, specifications, addenda, change orders, construction change directives, contracts, as-builts and/or record drawings, and any pertinent data regarding the contract. All such project records shall be submitted to FHATA after the completion of the project and shall become property of FHATA.
s. The selected consultant(s) must have sufficient staff to handle several projects simultaneously and promptly complete assigned tasks. Work must begin on assigned tasks within ten (10) days of notification to proceed.

Task Order Process: A Request for Task Order (RFTO) will be sent to Contracted firm(s). FHATA reserves the right to modify, in any way deemed necessary and at any time so required, the specific qualifications and requirements for each and every position classification without prior notice to the Contracted Firm(s).

Scope of Work (continued)

Phases and Key Processes: Delivered documents in a phased approach using timelines for each of the following phases (as applicable). Phases will be more defined in the Project Authorizations for specific projects. A&E Professional will not proceed with the next phase or subphase in the Project Authorization without prior written authorization from FHATA.

a. Cooperation: FHATA and A&E Professional will commit, at all times, to cooperate with each other and with the Contractor and other involved in the Projects to the maximum extent possible and to proceed on the basis of trust, confidence, and good faith to permit each party to the Agreement and the Contractor to realize the goals sought and benefits afforded under the Agreement. Those benefits include satisfactory and timely completion of the Project and the performance of all obligations described in the Agreement.

b. Investigation of Existing Conditions: Review any available record documents/as-built drawings related to the existing site, building and adjacent utility infrastructure. Review any available record documents/as-built drawings at the City, County, other municipalities, utility companies, and other similar agencies relative to existing site conditions. Perform site visits to verify adequacy of record drawings/as-built drawings for use in site demolition and design documentation.

c. Communication/Meetings: Must provide ample time and travel in fees to address the meeting requirements for each project. Projects may require meeting to gain input, and for all stakeholders to share information and maintain clear understanding of project and the process. Each project the A&E professional and Owner will agree on required meetings and communication and the appropriate methods to be used. At a minimum weekly meeting will be held for updates unless the Owner waives.

d. Design Responsibilities: could include (but not limited to), schedule, lead, present, document and otherwise manage meetings associated with the design of the project. The A&E Professional will design the project based upon professional expertise, augmented by direction, and input received from FHATA personnel and the Construction Manager at Risk. The A&E professional shall be responsible for coordination with the governing jurisdictions, ensuring design review, permits and construction inspection. Local zoning, ordinances and codes must be adhered to, as well as site development guidelines and adherence to street acquisition, right of way permits, and utility easements. Other permits may apply. Prior to start of projects, all requirements must be identified in the project plan.

A&E Professional is responsible for coordination of design by all applicable professional disciplines including, but not limited to:

i. Complete civil (including surveying and drainage analysis)
ii. Architectural
iii. Acoustical
iv. Landscaping (including irrigation)
v. Structural
vi. Mechanical
vii. Plumbing (including the performance design and specification of the addressable fire sprinkler system along with architectural control of fire sprinkler head locations)
viii. Electrical Engineering (including telecommunications)
ix. Interior Design (including FF&E)
x. Cost estimating services for each phase.

A&E Professional shall be responsible for sustainable and environmentally responsible design. Shall be responsible to the climate and environment in a way that minimizes energy consumption yet creates a comfortable environment for staff and customers. Where applicable, a project may have required sustainability and LEED certification goals, those will be identified prior to planning phase. The A&E professional's design will demonstrate an understanding of each requirements.

Scope of Work (continued)

e. Furniture, Fixtures, and Equipment Design (FF&E) (If applicable): A&E Professional may provide interior design services and documentation at each phase of a project for FHATA review and approval. This may include coordination of logos and proprietary color schemes within the specifications of FF&A. Unless otherwise indicated FF&E will be procured and installed under a separate contract independent of the contract for construction. FF&E may be selected within categories given the standard office and modular furniture categories (office system workstation/chair/files, waiting area furniture, etc). Within these categories, appropriate selection will be made for the project, in collaboration with FHATA project manager. The only competitively bid, performance specification-based FF&E will be that which the A&E Professional recommends, and that maybe be determined appropriate for specific functions not covered in the contract. In such case the A&E Professional shall prepare a complete Bid Package set that will be sued by FHATA to request proposals for FF&E vendors.

During Conceptional Design Phase, the A&E Professional shall meet with FHATA Project Manager and appropriate user groups to define the projects FF&E requirements and budgetary goals, including assessment of existing FF&E to be relocated and new FF&E to be procured. In collaboration with FHATA Project manager, coordinate with vendors on FF&E selections, availability, and pricing. The A&E Professional shall provide a conceptual FF&E budget inclusive of all items required to furnish the building and allow it to be function. Conceptual level floor plans will be developed reflecting decisions reached with FHATA on relocated and new FF&A and reflecting the approved FF&E Budget.

At the Schematic Design Phase, the A&E Professional shall coordinate with vendors on FF&E selections, availability, and pricing, and shall provide FHATA approval preliminary FF&E layout plans, individual FF&E item selection and a Schematic FF&E Budget.

During Design Development Phase, the A&E Professional shall coordinate with vendors on FF&E selections, availability, and pricing, and shall be responsible for producing final FF&E layout plans, final FF&E selections, and final FF&E Budget.

During Construction Documents Phase, the A&E Professional shall coordinate with vendors on FF&E selections, availability, and pricing. Shall prepare final FF&E documents for FHATA review and approval.

The A&E Professional shall ensure that final FF&E layouts are fully coordinated with architectural, structural, mechanicals, telecommunications, fire alarm and electrical design to assure the compatibility of the FF&E with the building power, lighting, and other systems, prevent conflicts and ensure that all power and telecommunications outlets are provided as appropriate.

During Construction Administration Phase, the A&E Professional shall prepare final FF&E documents. Shall coordinate delivery and installation, as well as observe installation. The A&E Professional shall review the completion of all punch list items to establish the Date of Final Completion.

f. Design Review Submittals: The A&E Professional shall provide the following submittals for review. Each submittal will include written Plan Review comments. As part of each subphase submittal the A&E Professional shall prepare written responses to the comments. To ensure all issues are fully understood and resolved, responses shall be submitted to FHATA as soon as possible after receipt by the A&E Professional. FHATA will not authorize project to proceed into the next subphase of the project until all comment responses have been reviewed and accepted by FHATA. Submittal materials must be sufficiently complete and detailed to adequately describe the proposed design but shall not be of finished “presentation” quality.

Scope of Work (continued)

i. **Program Developmental Submittal**: Review project criteria to ascertain the basic requirements for the Project. After review of project criteria, the A&E Professional will meet with FHATA and identified facilities users to gain an in depth understanding of project needs and provide initial feedback to all attendees. Must provide a written report, detail requirements to be determined by each project and must include an estimate of Probably Construction Costs. The A&E Professional must assist FHATA in analysis of the probable cost of the Project and make mutually agreed changes to the design concept to maintain the cost of the Project within the established budget.

ii. **Conceptual Design Submittal**: In general, a design concepts shall be presented to FHATA before proceeding with final schematic documents. Some projects may require multiple design options, which will be determined during the project scope. The concepts are to communicate site, functional and massing relationships. The concepts must be presented in diagrammatic form. Include with each concept the approximate net assignable gross area efficiency factors. Describe all area separations, occupancy separations, compartmentation, fire-rated construction requirements, hazard classifications, exiting requirements, general code provisions, and project-specific provisions. Include diagrams describing these issues as applied to the specific project design. Include with each concept a Probable Construction Cost Estimate and Total Cost of Ownership Analysis.

iii. **Schematic Design Submittal:** A&E Professional shall review the Project Program with FHATA and other identified stakeholders, solicit and receive comments and recommendations. Confirm FHATA's understanding of the subject matter, determine any additional, modified, or alternative requirements and obtain FHATA's approval. The A&E Professional will employ a competent surveyor or engineer to provide all necessary surveys and soil reports. Based on the Project Program, the A&E Professional shall provide Schematic Design Documents which will consist of drawings, and other documents depicting the scale and relationship of Project components, for the review of FHATA and for approval. Provide Life Cycle Cost Analysis and Total Cost of Ownership analysis, based on the Statement of Probably Construction Cost and Life Cycle Cost Analysis. Provide budget estimates of FF&E.

iv. **Design Development Documents (DDs):** Based on Schematic Design Documents and any amendments approved by FHATA, A&E Professional shall prepare Design Development Documents for review with FHATA and approval. Consists of drawings and other documents to delineate, and define the general design of the entire Project, including size and character as to architectural, structural, mechanical, and electrical systems, materials, and any other Project elements as may be appropriate. Provide an estimate of Probably Construction Costs including all proposed optional price items and cash allowances.

v. **Construction Documents (CDs):** Based upon the DDs and any further amendments of any kind approved by FHATA, the A&E Professional shall prepare detailed construction documents setting forth the requirements for the construction of the entire Project, including complete Bid Documents, Drawings, Specifications, and a revised estimate of Probable Construction Cost.

vi. **Final Submittal:** The A&E Professional shall provide fully updated versions of the deliverable documents listed in the Design Development Subphase Submittal, reflecting 100% complete drawings, checked, and coordinated with all sub-consultants. Must include (but not limited to):
   - Final Code analysis, including description of all area separations, occupancy separations, compartmentation, fire-related construction requirements, hazard classifications, exiting requirements, general code provisions, and project specific provisions.
   - Final structural, mechanical, electrical, acoustical, vibration, lighting and other calculations used by the A&E Professional as a basis for design.
   - Cut sheets for final selection of all equipment.
   - Final material and color boards
   - Net assignable and gross area calculations
   - All bidding documents, ready for reproduction, with all final comments from the CDs submittal resolved.
   - A&E Professional stamp shall be affixed to documents only after FHATA review of the CDs and incorporation of all final comments.

Scope of Work (continued)

- Master plan/expansion information to inform future project planning teams.
- Provide an estimate of Probably Construction Cost, including all proposed optional price items and cash allowances.
- Required permits.

vii. Reproducible Drawings and Specifications

g. Construction Phase Services and Documents

i. **Construction Administration (CA) Subphase**: CA shall commence with FHATA's acceptance for the final GMP issuance of a Notice to Proceed with Construction or, if FHATA elects to proceed on a different delivery method determined by FHATA After submittal which reflects Project completion. The A&E Professional shall have authority to act on behalf of FHATA only to the extent provided in the Agreement for each project. At or new the end of the CA, FHATA and the A&E Professional will schedule a Pre-Construction meeting to establish procedures for the Construction Phase of the Work, including, among other matters, expected handling of submittals and FHATA activities schedules. In addition, the meeting shall include, but not be limited to, discussions of key contract provisions, unresolved scheduled coordination concerns, procedures for paperwork processes, inspections, and acceleration of work and any other items of importance based on the Projects specific attributes and goals. The A&E Professional shall attend progress meetings, to address and resolve such matters as procedures, scheduling problems, work deficiencies, submittals, Requests for Information, and/or other matters relating to the completion of the Project in accordance with the Construction Documents and progress schedule. Special meetings shall be held as requested by FHATA or deemed necessary by the A&E Professional. Written minutes shall be distributed to all attendees within two (2) business days after each regular meeting and any special meeting.

4. Key Definitions:

a.) A&E Professional: Representative of FHATA for the Project as provided in the Contract Documents, whose agreement is with FHATA, and (1) who is qualified professional properly licensed in the State of Kansas to furnish applicable design and construction administrative services, and (2) is not representative of FHATA except for the approval and certification of Contractor progress payment applications, and Substantial Completions, if so designated.

b.) Construction Costs: Items of Work which are paid for by FHATA to the Contractor. Does not include any design or consulting fees, survey and testing costs, or readily movable furnishings/equipment, unless agreed to in advance in writing by FHATA.

c.) Contractor: Contractor and all persons and entities engaged by FHATA for the Project and such engaged person's or entities' officers, employees, agents, independent contractors, and authorized representatives involved in any way in the Project and any substitute persons or party permitted under the terms of the agreement.

d.) Construction Documents: Plans and specifications prepared by the A&E Professional for each Project Scope, approved by FHATA, and incorporated into the Agreement by reference after such approval, to be used to construct each Project Scope. All amendments and modifications to the Construction Documents must be approved by FHATA prior to incorporation into the Agreement.

e.) Construction Phase: Defined as including the following subphases: Construction Administration, Closeout and Warranty and may include some activities that occur after Final Completion.

f.) Consultant: Entity or person, other than the Contractor or the A&E Professional who performs any design or engineering services directly on behalf of FHATA and shall include all employees, agents and authorized representatives of such entities or persons.

g.) Contract Time: Shall mean the time period for A&E Professional's performance of the Scope of Services and completion of the Project as set forth in the Scope of Services.

Scope of Work (continued)

h.) Day: refers to the calendar day unless otherwise denoted.
i.) Design Phase: Defined as including but not limited to the following subphases: Program Development, Conception Design, Schematic Design, Design Development, Bidding and Construction Documents
j.) Design Submission Documents (DDs): Consist of drawings and specifications prepared at specific phases of the design effort by the A&E Professional including Programming, Schematic Design, Design Development and Construction Documents as well as other documents prepared by the Contractor that are submitted for FHATA's approval for each subphase of the design services.
k.) Final Completion: Defined as 100% completion of all Work by the Contractor described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all (1) punch lists; (2) close out documents; (3) owner training/start up activities, and (4) third party commissioning.
l.) General Contracting: Single prime contracting model, contractor bids on complete set of construction documents provided by the owner, must include a contingency in the bid.
m.) Professional Services: Defined as all services described in this Agreement, the Project Authorization(s), and the Project Authorization Revision(s), if any.
n.) Projects: Structures, buildings, site work, landscaping, irrigation, on-site work, off-site work, or other improvements to real property of every kind and nature provided for or reasonably inferable to provide a complete building(s), transit system(s), for the intended purpose funded in whole and/or in part with federal funds.
o.) Project Authorization: is the document authorizing Professional Services for a particular Project Scope.
p.) Project Budget: Total cost to FHATA for the project.
q.) Project Criteria: Developed by or for FHATA to describe Owner's program, requirements, and objectives for the Project, including use, space, price, time, site, utility, parking, and expandability requirements, as well as all submittal requirements and other requirements affecting Contractor's performance of its Work. The Project Criteria may include conception documents, design criteria, performance requirements, and other Project specific technical materials and requirements prepared by or for FHATA.
r.) Project Owner: Flint Hills Area Transportation Agency (FHATA)
s.) Project Scope: Individual sub-project of the overall Project, authorized via a Project Authorization to this Agreement. Each Project Scope will have a unique Project Budget, schedule, Project Criteria, and Compensation.
t.) Punch List: Minor items of Work identified and listed by A&E Professional and agreed to by FHATA to be completed by Contractor after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended, and which will not prevent the issuance of a certificate of occupancy.
u.) Subconsultant: entity or person who performs any services directly on behalf of the A&E Professional and shall include all employees, agents and authorized representatives of such entities or persons.
v.) Subcontractor: (of any tier) any entity or person who performs a portion of the Work, on or off site, directly on behalf of the Contractor, including any materials, workers, and suppliers, and shall include all employees, agents, and authorized representatives of such entities or persons.
w.) Substantial Completion: Date on which Contractor's Work, or an agreed upon portion of the Work, is sufficiently complete, as determined by the A&E Professional or FHATA's issuance of Certificate of Substantial Completion, so that FHATA can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. In order to achieve Substantial Completion, all Work must be complete except for items included on the approved punch list. As

Scope of Work (continued)

part of substantial completion all required inspections, State fire Marshall certificates, Boiler inspection, ACC Inspection for natural gas lines, and preliminary test and balance of the mechanical system must be obtained or completed.

x.) Work: Comprised of all activities required in order to complete the Project as defined by the Project Criteria and Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.

5. <u>Firm Qualifications:</u>

Any individual(s) or firm(s) proposing to perform architectural services, engineering services, environmental services, pre-construction, and construction services must be appropriately licensed / registered in the State of Kansas at the time of submission of the Qualifications.

The Offeror must have demonstrated a high level of professionalism and skill, with a proven track record for projects detailed in Appendix 1.

E. RFQ INFORMATION/INSTRUCTIONS

1. Statement of Qualifications:

The SOQ, along with all other accompanying documents and materials submitted by the proposer, will be deemed to constitute the entire SOQ. The proposer shall promptly furnish any additional information requested relative to its SOQ. At a minimum, each SOQ should contain ALL the elements included in Attachment I.1, we strongly encourage that the checklist included in Attachment I.1 be included with your SOQ package to ensure all elements have been included. **All Federal and State clauses must be stated as is, we cannot negotiate or accept any request for changes to the Federal and/or State clauses and all clauses must be signed and included in the SOQ packet.**

2. Submittal:

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

a) One (1) Complete SOQ in an 8.5" x 11" format, using double sided printing, spiral bound, and clearly marked as original and three (3) copies clearly marked as copies for a total of four (4).
b) One (1) digital copy of the complete SOQ in a single PDF file on a USB Flash Drive.
c) Use of font no less than 10 points.
d) Limit SOQ Technical Proposal to twenty-five pages for Section D Scope. Resumes and Required Forms and Certifications (Sections F.2I and J) are excluded from the twenty-five (25) page count. A page is defined as any side of paper that has content (ie. A piece of paper printed with information on both sides is considered two pages). Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures or general firm information and are limited to one (1) page per individual.
e) On the outside of the sealed submittal package display the Offeror's name, project title and project number as "RFQ FY21-1002-A&E"

Submit complete packets to:

Flint Hills Area Transportation Agency
c/o Procurement Department
5815 Marlatt Avenue
Manhattan, KS 66503

The envelope must be labeled "RFQ / FY21-1002-A&E"

3. Submittal Deadline:

a) Sealed SOQ will be received until the date and time specified for SOQ closing in Section C, "SOQ Schedule". SOQ received before the SOQ closing time will be kept securely sealed. **SOQ submitted by facsimile (fax) machine or electronic mail (e-mail) will not be accepted.**

b) At a time specified for SOQ opening, all SOQ properly received will be opened. There will be no public opening. Any SOQ received after this time will not be considered.

RFQ Information/Instructions (continued)

4. Price information:

The Design Professional shall not submit or communicate, in any form to Flint Hills Area Transportation Agency, any information on fees, price (hourly rates), man-hours or any other associated cost information. Kansas law and Federal procurement rules prohibits the Agency from considering any information on fees, price (hourly rates), man-hours, or any other cost information during the request for qualifications (RFQ) competition.

5. Disqualifications:

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

a) The number of originals and/or copies of the RFQ response specified.
b) Adherence to the maximum page requirements for the SOQ.
c) Deposit of qualification in correct location
d) Submitting pricing information, which is not allowed a the RFQ stage. Failure to provide required information. All documents that are required to be submitted with this RFQ are listed in Section E and Section I Attachments. The Offeror shall read all forms carefully before signing. Incomplete SOQ documents may render the SOQ non-responsive.
e) Omission of required federal and state certifications and contract provisions outlined in Attachments.
f) Submission via fax, email or unsealed.
g) Inappropriate communication (see E.6 Communications)

6. Communications:

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

Minor / Informal Questions: If a proposer has informal questions about technical formatting requiring the RFQ or if you have information questions about the purchasing process, please contact Melanie Tuttle, mtuttle@fhata.org or 913.738.4262. FHATA will answer informal questions verbally and makes no warranty of any kind as o to the correctness of any verbal answers and uses this process solely to provide minor clarifications rapidly. Offerors shall no rely on any verbal responses. If you have formal questions, they must be presented at the pre-submittal conference or according to the due date in Section C for inquires.

In order to receive communication, including addenda's, regarding this Request for Qualifications; 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 and published on the FHATA procurement website https://www.rileycountyks.gov/1773/Bid-Postings. FHATA will not be responsible for communicating with firms or assuring delivery of addenda to any offeror. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Qualifications.

RFQ Information/Instructions (continued)

Formal Inquiries and Pre-submittal conference: A pre-submittal conference have been scheduled see Section C for details. FHATA staff will discuss the scope of work, general contract issues, and respond to questions from attendees. FHATA staff will not be available to respond to individual inquiries regarding the project outside of the pre-submittal conference, it is strongly recommended that interested firms attend the pre-submittal conference. Formal questions and inquiries may be submitted in writing a head of time to Melanie Tuttle, Finance Director at mtuttle@fhata.org, see Section C for due date.

Neither offerors, nor members of their teams, shall communicate concerning this project with selection committee members, employees of FHATA, Board members, except as stipulated above. **Failure to abide by this requirement may result in rejection of the Offeror's Statement of Qualifications.**

7. Professional License / Registrations:

Any individual or firm that is proposing perform architectural or engineering services must be appropriately licensed / registered in the State of Kansas at the time of submission of the qualifications.

8. Authorization to Submit SOQ:

a) If an individual doing business under a fictitious name submits the SOQ, the SOQ shall so state. If the SOQ 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 SOQ. If a corporation, Limited Liability Company or other legal entity makes the SOQ, an authorized officer shall sign it in the corporate name. If the SOQ 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 SOQ authorized thereof.

9. Disclosure of Proprietary Information:

a) An offeror 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 I the SOQ:

   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 SOQ 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 Offeror.

b) After either a contract is executed pursuant to the RFQ, or all SOQ are rejected, the SOQ 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 Offeror of the request and the Offeror 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.

10. Disadvantaged Business Enterprise (DBE) Requirements:

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

11. Withdrawal of SOQ:

a) SOQ may be withdrawn upon written request received by FHATA before the time fixed for closing. Withdrawal of a SOQ shall not prejudice the right of the Offeror to submit a new SOQ, provided it is received in a timely manner as provided above. The bond or certified check of any Offeror withdrawing its SOQ, in accordance with the foregoing condition, will be returned promptly.

b) No SOQ may be withdrawn for a period of ninety (90) days after the time set herein for the opening of SOQ.

12. Protests:

a) The following protest procedures will be employed for this procurement. For the purposes of these procedures, "days" shall mean business days of FHATA administrative personnel which are days other than a Saturday, Sunday or legal holidays observed by FHATA for such administrative personnel.

b) **Pre-Submittal.** A pre-submittal protest is received prior to the SOQ due date. Pre-submittal protests must be received by the Agency, in writing and addressed to the FHATA Finance Director, no later than five (5) days before the SOQ closing date.

c) **Post-Submittal/Pre-Award**. A post-submittal/pre-award protest is a protest against making an award and is received after receipt of SOQ but before award of a contract. Post-submittal protests must be received by the Agency, in writing and addressed to the FHATA Finance Director, no later than five (5) days after the SOQ closing date.

d) **Post-Award**. Post-Award protests must be received by the Authority, in writing and addressed to the FHATA Finance Director, no later than five (5) days after the date of the Notice of Intent to Award.

e) The FHATA Finance Director shall respond in writing within five (5) days from the date of the written request. If the protester is not satisfied with the response of the FHATA Finance Director, the protester may appeal in writing to the FHATA Executive Director within five (5) days from the date of the FHATA Finance Director's response.

f) The FHATA Executive Director will decide if the protest and the appeal (if any) have been given fair and reasonable consideration, or if additional consideration is warranted. The FHATA Executive Director's response will be provided within ten (10) days after receipt of the request. The FHATA Executive Director's decision is final and no further action on the protest shall be taken by the FHATA.

RFQ Information/Instructions (continued)

g) By written notice to all parties, the FHATA Finance Director may extend the time provided for each step of the protest procedures, extend the date of notice of award, or postpone the award of a contract if deemed appropriate for protest resolution.

h) Protesters shall be aware of the Federal Transit Administration's (FTA) protest procedures with the FTA Regional Office (ref: FTA Circular 4220.1F) If federal funding is involved, FTA will review protests from a third party only when: 1) a grantee does not have a written protest procedure or fails to follow its procedure or fails to review a complaint or protest; or 2) violations of specific federal laws or regulations have occurred.

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

F. SOQ EVALUATION, ACCEPTANCE AND AWARD

1. Statement of Qualifications (SOQ) Evaluation:

Basis of Award: A selection committee will evaluate the Statement of Qualifications 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 specified design 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 by Zoom video conference.

This procurement process will take place in the following steps:

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 SOQ's 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, top 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.2 of this Section. All Applicants receiving qualified status will be eligible to receive Master Services Agreement (Awardee). FHATA reserves the right to select the number of Awardees as it determined to be in its own best interest.

Step 2: After evaluation and interviews are completed, all Applicants receiving qualified status will be eligible to receive Master Services Agreement (Awardee). FHATA reserves the right to select the number of Awardees as it determined to be in its own best interest.

Step 3: Negotiation / Award: FHATA may proceed to negotiate a contract for services at a compensation which FHATA determines to be fair and reasonable. In making this decision, FHATA may take into account the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. If FHATA is unable to negotiate a satisfactory contract with the Awardee(s) considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that Awardee will be formally terminated. FHATA may then undertake negotiations with the next most qualified Awardee in sequence until an agreement is reached, or a determination is made to reject all Statements of Qualifications. FHATA will negotiate a fee for total services, along with a fee break down per each individual phase of the work. FHATA will negotiate Reimbursable Expenses, along with a breakdown of each expense category per each individual phase of work.

Promptly after selection of the most responsible and responsive Offeror, Offeror will be creating a priced proposal based on the Master Service Agreement to be executed by the successful Awardee. (see Step 6 for acceptance and execution of agreement).

Step 4: Acceptance: Each SOQ is to be submitted with the understanding that the acceptance in writing by FHATA of the SOQ to furnish the materials and services, or any part thereof, described therein shall constitute a contract between the Awardee and FHATA which shall bind the Awardee on its part to furnish and deliver at the price given and in accordance with the terms and conditions of said accepted SOQ and these conditions.

SOQ Evaluation, Acceptance and Award (continued)

Step 5: Execution of MSA / Delivery of Insurance Policies and Certifications: Upon acceptance and award of a SOQ by FHATA, a Master Service Agreement (MSA) shall be issued thereon and shall constitute a contract for furnishing the items described in the SOQ in strict conformity with the specifications and RFQ conditions. The Agreement shall be considered as made in Manhattan, Kansas, and the construction and enforcement of it shall be in accordance with the laws of the State of Kansas except those pertaining to conflicts of law.

The successful Awardee shall execute and return to FHATA the Agreement within ten (10) days after receipt of the Agreement issued after negotiation of the priced proposal. Failure to return the executive copies of the Agreement may result in rejection of the successful Awardee's Statement of Qualifications and withdrawal of the award. Within three (3) days of issuance of the MSA, the successful Awardee shall deliver FHATA the required insurance policies and certificates in a form satisfactory to FHATA. Failure to do so may result in rejection of the successful offeror's Statement of Qualifications and withdrawal of award.

The selected firm(s) (Contracted Firm(s)) may thereafter provide Services for a variety of FHATA projects. Future project specific requests will be issued as a Request for Task Order (RFTO). Each RFTO will contain its own scope of services, estimated value, and period of performance. Firms will then submit a Proposal including detailed Feel Proposal and other documents, in response to each RFTO.

2. Submittal Requirement and Evaluation Criteria

CRITERIA	Maximum Points
A – Introduction	10
B – Prime Firm Project Experience/Qualifications	70
C – Prime Team Member Experience	50
D – Subconsultant Experience (if applicable)	50
E – Understanding of the Scope	70
F – Project Management Controls and Team Approach	70
G – Work Location	5
H – Overall Evaluation of the Firm	15
I – Submittal Forms and Certifications	0
J – Resumes	0
TOTAL	**340**

Deviations and Exceptions: Deviations from the state requirements or exceptions stipulated by an Offeror in their SOQ may result in disqualifications. 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 Appendix I.1 SOQ Inclusion Packet and in Section E.

SOQ Evaluation, Acceptance and Award (continued)

(A) Introduction (10 points): Provide an introductory cover letter highlighting the prime firm's or (if a legal join venture) prime team's qualifications for this project. Also, indicate the following information the **primary point(s)-of-contact** of the prime firm:

1. Name
2. Telephone number
3. Direct e-mail address – email with this point-of-contract will be FHATA's primary form of communication with the firm.
4. License number(s) of the prime architect or engineer for this project must be included. Please note, any firms that are submitting as a joint venture or another legal partnering agreement must submit the contract for the formal arrangement before an interview, if shortlisted.
5. Organization Charter the represents the intended roles, responsibilities, authorities, and relationships. Please include all key sub-consultant members of the team.

(B) Prime firm Project Experience (70 Points): Describe a **minimum of five (5) and a maximum of seven (7) projects** similar in terms of project type, size, complexity, budget, and schedule where the Offeror's firm was Engineer of Record or Architect of Record.

The listed projects must demonstrate, through previously completed work, that the firm has developed expertise to provide the services as required for this project.

For each project listed, please provide:

- A description of the project, including the name of the institution and the size of the institution (number of buildings and acreage)
- The role of the firm on the project
- The name and role of all the sub-consultants you used on these projects.
- Features of the design that showcase your firm's unique perspective.
- The original agreement schedule by listing Start Date and Completion Date, and the actual start and completion dates, along with an explanation of any differences.
- The name of individuals from the proposed team who worked on the projects listed in this section, and what their role was on these past projects.
- The name and current phone number of the Owner's Project Manager or other representative from the Facilities Management/Construction Department for the project.

A high evaluation weighting will be applied to those firms who can substantiate successful demonstrated experience on:

- Projects that have included bus storage and maintenance facilities.
- Projects that have performed multimodal planning and design.
- Projects that have coordinated with numerous stakeholders from different agencies.
- Projects that have performed bus transit improvements.
- Projects at similar climates and elevations.
- Projects which were completed utilizing federal funding.
- Projects that were completed by the proposed team for this project (including prime firm and subconsultants team members).

SOQ Evaluation, Acceptance and Award (continued)

(C) Prime Team Member Experience (50 Points): Identify the specific individuals from the prime firm who are proposed to be assigned to this project, including their expertise working on similar projects. Resumes are to be included under Section (J). Clearly identify the specific individual(s) responsible for the following roles:

- The person who will lead the design development effort.
- The person who will be responsible for day-to-day management of the project, and coordination and communication during the project phases.
- The person(s) who will lead the specialty and other engineering design efforts.
- The person(s) who will lead the project documentation efforts.

For each key person identified above, project their length of time with the firm and at least two (2) comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm in Section (B) above, provide only the project name and the role of the key person. For other projects provide the following:

- Description of project
- Role of the person
- Project owner
- Reference information (current name with telephone number for each project listed)

Describe the current workload and availability of the designated prime team to service the project (including existing projects, pending projects, and this proposed project)

(D) Subconsultant Experience (50 Points): Identify the key subconsultant firms, and their primary personnel, who are proposed to be on the team for this project. Resumes are to be included under Section (J). For each firm identified, list **up to five (5) comparable projects** in which they have played a comparable subconsultant role. If a project selected is the same as one selected for the prime firm in Section (B) above, provide only the project name and the role of the firm, along with a more detailed role of the subconsultant scope.

For the projects provide the following:

- Description of project
- Role of the firm and team member names
- Project owner name
- Reference information (current name with telephone number for each project listed)

Describe each key subconsultant's team member's experience with comparable projects and clarify how these team members contributed to the success of these projects. For example, by managing Owner's requirements, energy efficiency, budget constraints, etc….

Describe each key subconsultant's experience working with the prime firm.

A higher evaluation weighting will apply to those Offerors who can provide subconsultant team that has comparable experience and a history working with the Prime Firm in successfully completing the projects listed in Section (B).

SOQ Evaluation, Acceptance and Award (continued)

(E) Understanding of the Project(s)/Additional Firm Experience (70 points): Discuss the major opportunities and challenges your team has identified on this project and describe how you intend to address those issues. Other than projects previously listed, describe any additional experience or unique capabilities your firm/team member's contribution.

(F) Project Management Controls and Team Approach (70 points): The success of a project is defined by the engaged participation of every single team member, from both the prime firm and its subconsultants. When answering the questions below, please make sure to consider every team member's contribution.

1. Design Management: Describe how your firm uses virtual design to provide certainty of project outcomes, communicate the design to stakeholders, and manage cost. Explain how your firm handles a situation where the Owner's Design Guidelines or Technical Standards may not be suited to the project's goals?

2. Budget Methodology and Cost Control: Explain how constructability, recommendations by the Construction Manger at Risk, value engineering, and other design phase cost controls will be utilized; Note that a construction Manager at Risk may not be involved in all projects. Define how federal funding will impact a project's scope, objectives, and deliverables.

3. Quality Control: Summarize your approach to quality control and quality assurance during planning, design, and construction administration. Explain how your firm will ensure communication to the entire team and produce properly executed drawings for this project.

4. Schedule Control: Provide a proposed design project schedule with recommended phasing for GMP and construction packages (site/foundations and building/systems). Provide information on how to manage the schedule in working within the guidelines of FHATA's design guidelines and technical standards, permit process, and general construction procedures.

5. Sustainability: Summarize your firm's approach to sustainability. Describe how your team will incorporate life cycle planning, transit operations analysis, durability, water conservation, and other sustainable design aspects into this project.

6. Universal Design: Summarize your firm's approach to universal design. Describe how this project will address accessibility and universal applications.

(G) Work Location (5 points): Indicate proximity of the Offeror's (and subconsultants') office to the Flint Hills Area Transportation Agency Manhattan facilities and your related ability to efficiently respond to all issues associated with the project. Include any logistics challenges and solutions to your current location to the project location.

Define the team's familiarity with the potential project location(s) with respect to topography, climate, regulations, codes, and other unique requirements.

(H) Overall Evaluation of the Firm (15 points): This is the overall evaluation of the firm/team and its perceived ability to provide the required services, as determined by the selection panel members. **No submittal response is required.**

SOQ Evaluation, Acceptance and Award (continued)

(I) Submittal Certification (0 points): Include completed RFQ Submittal all required forms and certifications listed in Appendix I Attachments. Failure to include, could result in disqualification.

(J) Resumes (0 points): resumes will help us determine the level of skills and qualifications of each proposed individual related to this specific type of project. Resumes for each key team member, including both prime firm and subconsultants, shall contain employee information only and no additional company information. Resumes shall be limited to a maximum length of one page per person.

3. Award/Rejection of SOQ:

FHATA reserve right to cancel this Request for Qualifications, to reject any or all Statement of Qualifications, and to waive or decline to waive any irregularities in any submitted SOQ, or to withhold the award for any reason it may determine in the best interest of FHATA and also reserves the right to hold open any or all Statement of Qualifications for a period of NINETY (90) Days after the date of opening thereof and the right to accepts a Statement of Qualifications not withdrawn before the scheduled opening date.

4. Offeror'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.

5. Reservations:

This RFQ does not commit FHATA to award a contract, to pay any cost incurred in 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.

6. Licenses and Permits:

a) The Offeror 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).

7. Required Certifications and Documentation:

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

G. CONTRACT TERMS AND CONDITIONS

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

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

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

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

If to Contractor: _____

_____

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

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

Contractor's Initials _____

FHATA's Initials _____

Flint Hills Area Transportation Agency

Standard Purchase Order/Agreement Terms and Conditions
(Small Purchase of Goods/Services < $25,000)

VENDOR INTIAL_____

1. INTRODUCTION

(a) Goods covered by this Agreement shall be furnished subject to the terms and conditions set forth herein.

(b) This Agreement is the complete and exclusive statement of the terms of agreement between Seller and Buyer.

(c) No modification of this Agreement (including any addition, deletion, or other modification proposed in Seller's acceptance) shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's Purchasing Representative (or other authorized person(s)).

2. DEFINITIONS

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

3. CHANGES

(a) Buyer may at any time, by written order, make changes within the general scope of this Agreement. No such changes shall be made by Seller without prior written consent of Buyer.

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of this Agreement, regardless of whether changed by a written order, Buyer shall make an equitable adjustment in Agreement price, delivery schedule, or both, and shall modify this Agreement accordingly in writing.

(c) Seller must assert any right it may have to an adjustment in writing to Buyer and any such written assertion must be received by Buyer within thirty (30) days from date of receipt of Buyer's written change order. However, if Buyer decides the facts justify it, Buyer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(d) If Seller's proposal for adjustment includes cost of property made obsolete or excess as a result of Buyer's written change order, Buyer shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a Claim under Section 15 of this Agreement. However, nothing in this clause shall excuse Seller from proceeding with this Agreement as changed.

4. CONFLICTS BETWEEN PURCHASE ORDER DOCUMENTS

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

5. SHIPPING INSTRUCTIONS AND INSURANCE FOR GOODS

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

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

6. TITLE

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

7. RISK OF LOSS

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

(a) shipping point carrier, if Buyer pays carrier's transportation costs; or

(b) Buyer or Buyer's designee at final delivery destination specified in this Agreement, if Seller pays transportation costs.

8. PRICES AND NEW MATERIAL

Unless otherwise provided in this Agreement:

(a) Prices appearing herein include all packaging, crating, and shipping.

(b) Seller warrants that Goods furnished under this Agreement are new and are not of such age or so deteriorated as to impair their usefulness or safety. Used Goods that have been refurbished and warranted as new are considered used.

9. VARIATION IN QUANTITY OR QUALITY

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

10. QUALITY ASSURANCE/BUYER ACCEPTANCE

(a) Unless otherwise specified in this Agreement, Seller shall be responsible for all quality assurance measures necessary to ensure that only Goods conforming to the requirements of this Agreement are tendered to Buyer for acceptance. This shall include such testing, in process inspection and other verification measures as are customary in the industry to ensure that parts, components, and materials furnished by Seller's suppliers and incorporated into end Goods furnished to Buyer are not counterfeit or of suspect quality. Acceptance of any portion of the Goods prior to final acceptance shall not release Buyer from liability for faulty Goods, or failure to fully comply with all of the terms of this Agreement.

(b) Buyer reserves the right to inspect and test all Goods that have been tendered for acceptance; provided, however, Buyer is under no duty to make such inspection, and no inspection so made shall relieve Seller from any obligation under this Agreement. Buyer has the right to reject nonconforming Goods with or without disposition instructions from Seller, the right to require the correction, replacement, reperformance, the right to accept nonconforming Goods and reduce the Agreement amount to reflect the reduced value of the nonconformance(s), or the right to terminate this Agreement for cause.

11. SUSPECT/COUNTERFEIT GOODS

(a) Warranty. Seller warrants that all goods, including subassemblies, components, and parts, tendered to Buyer shall be genuine, new and unused, and conform to the requirements of this Agreement, unless otherwise approved in writing by Buyer prior to delivery. Seller further warrants that all components, parts, materials, and supplies incorporated into Buyer facilities or equipment by Seller during performance at Buyer's facilities shall be genuine, new and unused, and original-equipment-manufacturer goods, unless otherwise approved in writing by Buyer as suitable for the intended purpose prior to use. Seller's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to goods supplied to Buyer, and to certifications, affirmations, information, or documentation related to the authenticity and quality of goods supplied or delivered to Buyer under this Agreement.

(b) Warranty Indemnification. Seller shall indemnify Buyer, its agents, and assignees for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts furnished or used under this Agreement that are not genuine, original, and new and unused, or otherwise not suitable for the intended purpose. Seller's indemnity includes any financial loss, injury, or property damage resulting directly or indirectly from goods furnished or used under this Agreement that are defective, suspect, or counterfeit, or that have been provided under false pretenses, or that are materially altered, damaged, deteriorated, degraded, or result in product failure.

(c) Impoundment of Suspect or Counterfeit Goods. Suspect/counterfeit goods furnished under this Agreement will be impounded by Buyer. Seller must promptly replace them, at no cost, with goods acceptable to Buyer, and Seller shall be liable for all costs relating to discovery, removal, impoundment, and replacement of materials and equipment that exhibit suspect or counterfeit good characteristics or conditions. Because falsification of information or documentation may constitute criminal conduct, Buyer will segregate impounded goods and related paperwork pending a determination as to whether the segregated/impounded goods should be utilized as evidence.

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

(d) Right to Reject. Nothing in this clause shall limit Buyer's right to reject suspect and counterfeit goods and related paperwork, as non-conforming, to deny payment for such goods, to return such goods to Seller, or to assert other remedies provided under this Agreement or by law.

(e) Definitions. A good or other product, equipment, material or supply is suspect when inspection or testing indicates that it may not conform to established Government or industry-accepted specifications or national consensus standards or whose documentation, appearance, performance, material or other characteristics may have been misrepresented by the supplier or manufacturer. A counterfeit good or other product, equipment, material or supply is one that has been copied or substituted without legal right or authority or whose material, performance or characteristics have been misrepresented by the supplier or manufacturer.

Seller shall include this clause in subcontracts hereunder.

12. PREFERENCE FOR DOMESTIC PRODUCTS

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

13. FEDERAL, STATE AND LOCAL TAXES

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

14. INVOICES, DISCOUNTS, AND PAYMENTS

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

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

15. DISPUTES

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

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

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

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

(i) the Claim is made in good faith;

(ii) supporting data is accurate and complete to the best of Seller's knowledge and belief;

(iii) the amount requested accurately reflects the Agreement adjustment for which Seller believes Buyer is liable; and

(iv) a statement by the person certifying the Claim that they are duly authorized to certify the Claim on behalf of Seller.

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

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

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

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

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

16. RIGHTS AND REMEDIES OF BUYER

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

17. EXCUSABLE DELAYS

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

18. TERMINATION

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

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

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

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

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

(e) Opportunity to Cure. Buyer in its sole discretion may, in the case of a termination for default, allow the Seller an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Seller fails to remedy the default, to Buyer's satisfaction, within the time period permitted, Buyer shall have the right to terminate the Agreement without any further obligation to Seller. Any such termination for default shall not in any way operate to preclude Buyer from also pursuing all available remedies against Seller for said default.

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

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

19. PATENT INDEMNITY

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

20. WARRANTY

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

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

21. INDEPENDENT CONTRACTOR

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

22. RELEASE OF INFORMATION TO THE PUBLIC

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

23. CONFIDENTIALITY OF INFORMATION

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

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

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

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

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

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

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

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

25. LIABILITY AND INDEMNIFICATION

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

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

(c) Indemnification.

(1) To the fullest extent permitted by law, Seller agrees to and shall indemnify, defend and hold harmless Buyer, its Commissioners, officers and employees (the "Indemnified Parties") from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Seller, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing under this Agreement, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party, so long as such Liabilities are not caused by the sole negligence or willful misconduct of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

(2) In claims against any Indemnified Party, by an employee or Seller, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Seller, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Seller arising out of or resulting from the acts of Seller in performing under this Agreement, Seller shall promptly notify Buyer of such suit.

(3) If any action at law or suit in equity is instituted by any third party against an Indemnified Party arising out of or resulting from the acts of Seller, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing under this Agreement, and if Seller has failed to provide insurance coverage to Buyer against such action as required herein or otherwise refuses to defend such action, Buyer shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that Buyer shall give the Seller advance notice of any proposed compromise or settlement.

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

26. PROHIBITED INTERESTS

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

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

27. SEVERBILITY

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

28. NOTICES

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

29. ASSIGNMENT

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

FEDERAL PROVISIONS

30. CIVIL RIGHTS

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

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

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

(c) 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 Seller agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission ("EEOC"), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Seller agrees to comply with any implementing requirements FTA may issue.

(d) ADA Access Requirements (Amended April 2009). In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Seller agrees that it will comply with the requirements of U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Seller agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Seller also agrees to comply with any implementing requirements FTA may issue.

36. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by DBEs in U.S. DOT Financial Assistance Programs. The national goal for participation of DBEs is ten percent (10%). FHATA has established an overall goal for DBE participation is 2.9%. A separate goal has not been established for this procurement.

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

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

(d) The Seller must promptly notify the Buyer whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Seller may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Buyer.

37. PROHIBITED WEAPONS AND MATERIALS

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

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

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

Any seller, subcontractor, employee or agent thereof, who has a firearm or other weapon, including those used for recreational purposes, in his/her possession, including on his/her person, in a vehicle on the Buyer's facilities, in a vehicle carrying the Buyer's customers, or accessible such as in first aid kits, toolboxes, purses, lunch or carrying bags, etc., at any time while performing the Buyer's contracted services or on the Buyer's property, including parking lots, concealed or not, shall be immediately prohibited from performing any further work for the Buyer, even if the person has a permit to carry a concealed weapon.

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

38. SUSPENSION AND DEBARTMENT

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.

STATE OF KANSAS PROVISIONS

39. ACCEPTANCE OF CONTRACT

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

40. ARBITRATION, DAMAGES, WARRANTIES

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

41. REPRESENTATIVE'S AUTHORITY TO CONTRACT

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

42. INSURANCE

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

43. INFORMATION

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

44. THE ELEVENTH AMENDMENT

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

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

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

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

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

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

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

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

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

H. APPENDIX:

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

1. **Architectural and Engineering Design Services Project Listing**
2. **Disadvantaged Business Enterprise (DBE) Requirements**
3. **Travel Policy**
4. **Sample Contract**

1. ARCHITECTURAL AND ENGINEERING DESIGN SERVICES (A&E) - PROJECT LISTING

We are seeking on-call (as needed) architectural, engineering, and appropriate consultant designs services (A&E Professional) for multiple projects and for different time periods, some projects are in pre-development stages, and awaiting funding and others the funding has been awarded. FHATA has projected timelines and initial budgets completed for projects. the following projects which are expected to begin as early as May 1, 2020.

Project specific requests will be issued as a Request for Task Order (RFTO). Each RFTO will contain its own scope of services, estimated value, and period of performance.

A. <u>Current Projects: (funding awarded)</u>

1) Bus Storage and Maintenance Facility Upgrades (Funded with 5310 and 5307 Federal Funds):
   - Project Location and Site Description: 5815 Marlatt Avenue, Manhattan, KS 66503
   - Projected Start Date (Planning): June 2021
   - Project Lead/Manager: FHATA
   - Federal Funds Awarded to date: AIC Grant = $222,030
   - Other Federal Funds: TBD

   This project is for upgrades to the existing Bus Storage and Maintenance Facility located in Riley County, Kansas. The project will include construction/add-on to the building; parking lot expansion; and installation of automatic gate system, and upgrade to the building security. The project will likely be completed in phases, as additional grant funds are awarded.
   - Building upgrades cost estimate = $246,700 (includes upgrades to existing HVAC system, building addition, and installation of glass partitions in existing offices, FFA&E).
   - Parking Lot Expansion cost estimate, to be determined and to be funded with 5307 Capital Grant funds.
   - Installation of automatic security gate system cost estimate, to be determined.
   - Upgrades to building security, to be determined.

2) PT-5339-18 Bus Stop Installations and Shelters (Funded with 5339 Federal Funds) (2 locations)
   a. Project Location #1: Dillons W- West loop, Manhattan, Kansas
      Projected Start (Planning): June 2021
      Project Lead/Manager: FHATA
      Federal funds Awarded to Date: $95,960

      Project will include ensuring ADA Accessibility, removal of pavement, asphalt and concrete work, raised crossing, curb and gutter work, signs, and installation of Bus Shelter and bench. Estimated project cost including design = $119,950. The project also includes the installation of bus stop pad and shelter (see general details following under B.2)

   b. Project Location #2: FH Gardens, Manhattan, Kansas
      c. Projected Start (Planning): September 2021
      d. Project Lead/Manager: FHATA
      e. Federal funds Awarded to Date: $24,016

      Project will include ensuring ADA Accessibility, sidewalk, and concrete work; ramps; curb removal; grading and earthwork; concrete pad and installation of Bus Shelter and bench. Estimated project cost including design = $30,020. The project also includes the installation of bus stop pad and shelter (see general details following under B.2)

B. <u>Future Projects: (waiting funding)</u>

1) Bus Storage and Maintenance Facility in Junction City / Geary County: this project would initially for programming and design development of new bus storage and maintenance facility. It will include evaluating possible locations to determine the best-suited site based on stakeholder needs and local government criteria. The facility would be a collaboration between FHATA and local governments (including city of Junction city, Geary county) as well as KS Department of Transportation (KDOT) and Federal Transit Administration (FTA). This new storage and facility will house FHATA's fleet for Regional Services provided in the Flint Hills Region of Geary County / Junction city. The timeline of this project has not been identified, and it will be based upon the Agency's ability to obtain federal, state and local funds. Facility features may include:
   - Secure indoor climate controlled and covered outdoor storage for the bus fleet.
   - Onsite renewable and/or green energy generation
   - Bus wash facility
   - Offices, administrative spaces, and driver support areas
   - Maintenance bays and storage cribs
   - Training/conference room
   - Evaluation of the site's potential for future Park N Ride
   - CDL test course
   - Evaluation of facility operation, maintenance & cost of ownership
   - Designed to support the future growth of FHATA.
   - Internet of Things (IOT) and connected/autonomous vehicle design considerations.
   - Work with the formal partnership of FHATA as well as other agency as well as other agency stakeholders such as USD 475 Geary County School, City of Junction City, Geary County, KDOT.
   - Evaluation of facility design criteria to support a future zero emission bus transition plan including infrastructure to support and grow with the transition of the fleet(s);
   - Presentation of a design solution that allows for a phased implementation and future building additions as a parking structure.

2) Construction of ADA-Accessible Bus Stop Pads and Shelters: The Agency plans to apply for future funding to assist in cost of capital projects for the construction of ADA-Accessible Bus Stop Pads and Shelters. Some current projects have been identified above, but future projects will be determined as funding comes available. Projects may include:
   - Assist with preparation and completion of engineering study on sites identified for bus stop pads and/or shelters. Provide a needs assessment and budget and timeline.
   - Construct concrete bus stop pads in accordance with engineering study and needs assessment, as well as compliance with applicable federal, state and local regulations.
   - Acquire all necessary licenses, certifications and permits, and payment of fees for the same.
   - Provide a pedestrian detour plan when sidewalks are closed due to construction.
   - Ensure that each site is ADA-accessible from/to curbs and sidewalks.
   - Furnish all labor, material and equipment necessary for satisfactory contract performance.
   - Provide a one-year warranty from the date of Substantial Completion.
   - Hire all subcontractors and ensure their compliance with contractual requirements.
   - Ensure that the complete site is clean and ready for use upon completion.
   - Davis-Bacon reporting requirements must be completed each week.

2. 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 1.45 percent. **There is no separate contract goal for this procurement, however specific projects may establish a separate DBE goal.**

1. If applicable, provide a list of subcontractors, including their DBE status and estimated contract amounts using Attachments I14 and I15. Make efforts to invite DBE participation. A list of Kansas DBE businesses may be found at https://kdotapp.ksdot.org/dbecontractorlist/.

2. **Non-discrimination -** This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as FHATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).

3. **DBE Certification -** FHATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26. A list of certified firms may be found at www.modot.mo.gov/ecr/index.htm. A directory of KDOT certified firms may be found at https://kdotapp.ksdot.org/dbecontractorlist/. MBE and WBE certifications for other agencies will not be considered.

4. **DBE Participation Credit -** DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

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

   a) The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified, and is a commercially useful function as defined by the Program. DBE Prime Contractors must perform thirty percent (30%) of the contract value.

   b) The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and

   c) Subcontractor participation with a lower tier DBE subcontractor; and

   d) Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.

   e) <u>NO CREDIT</u>, 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.

5. **Documents Due Within 48 Hours of SOQ 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 SOQ/Proposal Amount
- Total DBE Participation: Total amount of all work to be performed by DBEs (subs or primes)
- Total DBE Percentage: Dollar amount of "Total DBE Participation" divided by "Total Value of Work"

b) **Letter of Intent to Subcontract** - To be completed for each DBE firm on the project and signed by both the Prime and the DBE.

c) **Contractor Utilization Plan/Request for Waiver** - This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-conference meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Offeror must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Offeror must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime

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

3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBEs.

   a. It is the Offeror'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 Offeror 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 Offeror'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 Offeror of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Qualifications in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the FHATA or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

5. **Documents Due After Award**:

   a) FHATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation.

b) **Subcontractor Monthly Utilization Report -** Contractors will be required to submit this report with each pay application to FHATA. This report will include payments to ALL subcontractors – DBE and non- DBE. FHATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.

c) **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE) Project Participation -** Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's SOQ 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 Offeror/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 mtuttle@fhata.org.

3. TRAVEL POLICY

General Policy

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

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

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

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.

2. **Lodging:** Contractors may stay at the hotel of their choice, but will be reimbursed no more than a maximum daily amount of $130.00 plus tax unless the contractor obtains prior written authorization from FHATA.

3. **Meals:** The **actual costs** of meals, including tips of generally 15-17%, will be reimbursed up to a maximum of $70 per person a day. Alcoholic beverages are **not** an eligible reimbursable expense.

4. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by FHATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.

5. **Telephone:** Project-related, long-distance business calls will be reimbursed.

6. **Number of Trips to Travel Home on Weekends:** When extended stays in Manhattan are required, the FHATA will reimburse for trips home on weekends only every third weekend.

7. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel.

8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the three-county region (Riley County, Geary County, and Pottawatomie County) will be reimbursed at FHATA's current rate of $0.56 per mile (based on the IRS current established rate).

4. SAMPLE CONTRACT: MASTER SERVICE AGREEMENT

THIS Multiple Award Master Services Agreements ("MSA") for Architecture and Engineering and Related Services (the "Contract"), made and entered into as of the_____day of_____, 2021, by and between the **Flint Hills Area Transportation Agency ("FHATA")**, a body corporate and politic, and a political subdivision of the State of Kansas, with offices at 5815 Marlatt Avenue, Manhattan, KS 66503 and _____**("Contractor")**, with offices at_____.

NOW, THEREFORE, in consideration of the covenants and conditions to be performed by the respective parties hereto and of the compensation to be paid as hereinafter specified, the FHATA and the Contractor agree as follows:

1. EMPLOYMENT OF CONTRACTOR.

   This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by FHATA in accordance with that certain SOQ submitted by the Contractor dated_____, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("SOQ").

2. SCOPE OF CONTRACT.

   FHATA and Contractor desitre to enter into this Agreement for Contractor to provide FHATA multi-discipline Architectural, Engeinnering and Design Consultant Services, consistent with the Request for Qualifications (RFQ) solicited by the FHATA, dated_____entitled "_____"(sometimes referred to as the "Project" or the "Work"), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the Architectural, Engineering and Design Consultant Services as needed at the firm, fixed prices stated in the Appendix C attached hereto for the FHATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein, any Task Order issued hereunder, and their Attachments and Exhibits.

3. TERM.

   The term of this contract agreement shall be for a period of _____(__) year(s) beginning_____**, 2021 and expiring on_____**. The services to be provided and performed shall commence upon receipt of a notice to proceed from the FHATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by FHATA to be within the "contract term".

4. CONTRACT SUM.

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

SAMPLE

5. MISCELLANEOUS PROVISIONS.

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

Appendix A. Contract Terms and Conditions; and
Appendix B. Scope of Work (included Original RFQ)*; and
Appendix C. Negotiated Rates Submitted by Contractor*

*Contractor's Original SOQ Response and the Complete Original RFQ and any amendments thereto are on file, and can be requested by contacting FHATA.

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

(CONTRACTOR'S NAME) FLINT HILLS AREA TRANSPORTATION AGENCY

By_____ By _____

Anne Smith, Executive Director

SAMPLE

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 SOQ packet. If any of these forms are left out, incomplete or not signed where applicable the SOQ could be considered nonresponsive and therefore could be rejected.

1. SOQ Inclusion Packet (Checklist)
2. FHATA Vendor Registration Form
3. Power of Execution
4. Qualification Certification
5. Acknowledgement of Addenda
6. Disadvantaged Business Enterprises (DBE) Certification
7. Suspension / Debarment Certification
8. Lobbying Certification
9. Fly America Certification Form
10. Non-Collusion Affidavit
11. Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation
12. Certification Company not Currently Engaged in a Boycott of Goods or Services from Israel

1. SOQ INCLUSION PACKET (Checklist)

The following is provided to ensure that all required documentation has been included in the Statement of Qualification Packet. The Offeror can use the Column (1) to check the box when it is completed and ensure it has been included in the packet. The items marked with a "Yes" in Column (2) Required, must be included in order for the SOQ to be considered responsive, if any of these are items are missing or incomplete the SOQ is automatically considered to be non-responsive and cannot be considered. In addition, all Federal and State clauses must be stated as is, we cannot negotiate or accept any request for changes to the Federal and/or State clauses and all clauses must be signed and included in the SOQ packet.

(1)	Required (2)	Description
		SOQ Submittal: The following are limited to a total of twenty-five page count See Section E.2
	Yes	**Cover Letter and Introduction – Section F.2(A)**
	Yes	**Prime Firm Project Experience: Section F.2(B)**
	Yes	**Prime Team Member Experience: Section F.2(C)**
	Yes	**Subconsultant Experience: Section F.2(D)**
	Yes	**Technical Proposal / Understanding of Project: Section F.2(E)**
	Yes	**Project Management Controls and Team Approach: Section F.2(F)**
	Yes	**Work Location: Section F.2(G)**
		SOQ Additional Information: Not included in twenty-five-page count limit:
	Yes	Resumes: Section F.2(J) – No more than 1 page per individual
	Yes	Insurance: Copy of valid proof of insurance certificate, including worker's compensation, and the liability amounts covered for contractor. Self-insurance plans will be reviewed and may be considered acceptable as valid insurance.
		Required Forms and Certifications: (Section F.2(I)
	Yes	Acknowledgement of Contract Terms& Conditions (Section G)
	Yes	Attachment I.2: **Vendor Information:** Include Vendor Information. All Offerors doing business with the FHATA 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 or email at mtuttle@fhata.org. Once registered, firms are responsible for submitting any changes to this document to FHATA.
	Yes	Attachment I.3 Power of Execution
	Yes	Attachment I.4 Certification of Qualification
	Yes	Attachment I.5Acknowledgement of Addenda (if any)
	Yes	Attachment I.6 (Federal) Disadvantage Business Enterprises (DBE) Certification
	Yes	Attachment I.7 (Federal) Suspension/Debarment Certification
	Yes	Attachment I.8 (Federal) Lobbying Certification
	Yes	Attachment I.9 (Federal) Fly America Certification Form
	Yes	Attachment I.10 (Federal) Non-Collusion Affidavit
	Yes	Attachment I.11 (State) Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation
	Yes	Attachment I.12 (State) Certification Company not Currently Engagement in a Boycott of Goods or Services from Israel

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

Thank you for your interest in doing business with the Flint Hills Area Transportation Agency (FHATA). To be placed on the FHATA Registered Vendors List for goods and services, please complete this form **in its entirety** and return it to the FHATA Finance Department. Submittal of this registration form will place your company on the FHATA Registered Vendor List, but does not guarantee a solicitation. The list will be periodically purged. If you do not receive solicitations, inquire to confirm that your company remains on our list. *Firms* ***are required to submit this information to FHATA once. However, it is your responsibility to notify FHATA of any changes to your business that may affect your registration (i.e. address, contact information).***

Legal Entity Name:				**Phone:**	
Doing Business As:				**Toll-free Phone:**	
Physical Address:				**Fax:**	
City:				**Email:**	
State:		**Zip:**		**Website:**	
Contact Person Name:				**Title:**	
Contact Phone:				**Contact Email:**	
Mailing Address:				**Phone:**	
City:				**Fax:**	
State:		**Zip:**		**Comments:**	

Business Type:	○ **Individual**	○ **Partnership / LLC**	○ **Corporation** **Other:** ○
If Incorporated, in Which State:		**Federal Tax ID No:**	**Years in Business:**

Does your firm have a Data Universal Numbering System (DUNS) number as a Federal contractor? If so, please provide. DUNS numbers may be obtained free of charge from Dun & Bradstreet at 1-866-705-5711 or at www.fedgov.dnb.com/webform.	DUNS # _____

Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	○ Less than $250,000	○ $250,000 to $500,000	○ $500,000 to $1 Million
	○ $1 Million to 5 Million	○ $5 Million to 10 Million	○ More than $10 Million

Standard Invoice Terms:	**Due Dates**	**Discount Days**	**Percent**

Please provide a description of the goods and services you are interested in providing to FHATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing of the codes visit U.S. Small Business Administration's website at http://www.sba.gov/content/small-business-size-standards.

NAICS CODE(S):	

1. **Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26?** If YES, submit a copy of a copy of your current certification from your state's UCP.

   ○ NO ○ YES ☐ ATTACHED

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

   ○ NO ○ YES ☐ ATTACHED

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

DBE/SBE CERTIFICATION: The FHATA participates in the U. S. Department of Transportation's DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact FHATA'a Finance Director at (785) 537-6345 or via email at mtuttle@fhata.org

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

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

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

   a. 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.

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

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

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

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

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

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

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

Records Retention and Access: The Contractor agrees to provide FHATA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until FHATA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

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

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

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

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

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

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

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

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

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

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

Signature	**Date**	**Printed Name**	**Title**

The following documents must be returned:

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

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

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

4. 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.

All contractors are required to notify FHATA Administration in the event a certification or license becomes invalid during the contract period. All licenses and certifications must be valid at all times while under contract.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

5. 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 ***FY21-1002-A&E***:

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 _____

6. DISADVANTAGED BUSINESS ENTEPRISES (DBE) CERTIFICAITON

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 1.45 percent. **There is no separate contract goal for this procurement, however specific projects may establish a separate DBE goal.**

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

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

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify FHATA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of FHATA.

Signature: _____

Name & Title: _____

Company: _____

Date: _____

7. SUSPENSION / DEBARMENT CERTIFICATION

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

1) is included on the federal government's suspended and debarred list;

2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;

3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for
    a. commission of fraud or criminal offense pertaining to performing a public transaction,
    b. violation of any federal or state antitrust statute, or
    c. embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

4) is indicted or charged by a governmental entity for any of the charges in 3) above; and

5) has had any public transaction terminated for cause or default within three years preceding this proposal.

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

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

8. LOBBYING CERTIFICATION

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure. See 49 CFR 20.400.]

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

9. FLY AMERICA CERTIFICATION FORM

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

10. NON-COLLUSION AFFIDAVIT

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

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

11. AGREEMENT TO COMPLY WITH THE POLICY AGAINST SEXUAL HARRASSMENT, DISCRIMINIATION, AND RETALIATION

State of Kansas Policy Regarding Sexual Harassment

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

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

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

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

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

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

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

_____
Contractor Name (Type or Print)

By: _____ _____
Signature Printed Name

_____ _____
Title Date

12. CERTIFICATION COMPANY NOT CURRENTLY ENGAGED IN A BOYCOTT 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 an integral part of business conducted or sought to be conducted with the State.

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

_____ _____
Signature, Title of Contractor Date

_____
Printed

_____
Name of Company