NOTICE TO VENDORS

Invitations are extended for bids/proposals on the attached document.

ITEM: Shared-Ride Services for SafeRide Program

USING DEPARTMENT: Kansas State University – Center for Student Involvement

PERIOD OF CONTRACT: Date of Award through August 31, 2021 with four (4) one (1) year renewals.

GUARANTEE: none required

SCOPE OF INVITATION:

Kansas State University (KSU) is seeking proposals for a ride share service to provide safe rides, Thursday through Saturday night from 11:00 p.m. to 3:00 a.m. to benefit students on the main campus located in Manhattan, Kansas.

Pre-proposal conference will be held at 11:30 AM CT, June 9, 2020 via Zoom.

READ THIS INVITATION CAREFULLY

Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid. Inquiries about this Invitation should indicate the proposal number and be directed to the procurement officer. Return in a sealed envelope or other container only the signature page, cost page, and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.
GENERAL INFORMATION
Kansas State University was founded in 1863 as the country’s first operational land-grant university. Kansas State University has campuses in Manhattan, Salina and Olathe; Global Campus, which serves distance education students; and K-State Research and Extension has a presence throughout Kansas. Forbes magazine, The Princeton Review and U.S. News & World Report have recognized the University as one of the best in America. More than 21,000 students from all 50 states and more than 100 countries attend Kansas State University. Students can choose from more than 250 majors and options in nine colleges: Agriculture; Architecture, Planning & Design; Arts & Sciences; Business Administration; Education; Engineering; Health & Human Sciences; Polytechnic; and Veterinary Medicine. The Graduate School offers more than 100 academic programs. From the 8,600-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the university is home to more than 90 research centers. Kansas State University is recognized by the Princeton Review as one of America’s best colleges, and U.S. News & World Report lists the University among the top 75 public universities in the U.S.

BACKGROUND
Currently, KSU operates a SafeRide program and its mission is to save lives and prevent injuries and damage to property by offering students and their guests a safe alternative to drunken driving and other threatening situations. The current SafeRide bus transit service has experienced a drop in student users and the program seeks to provide a safe transit mode through a ride share service.

GOALS
The Center for Student Involvement is seeking proposals for a ride share service provider to provide a safe ride home for students who live within the designated city limits of Manhattan area. This service will operate Thursday through Saturday nights from 11:00 pm to 3:00 am, to benefit students on the main campus located in Manhattan, Kansas.

Kansas State University is looking for a vendor to provide:
- Shared-ride service operation via a mobile application which allows students to schedule a SafeRide.
- Allow for management of shared-ride discount tracking and assessment for administrators.

CONTRACT
The contract will be from the date of award through August 31, 2021 with options to renew for four (4) additional one-year periods upon mutual agreement.

PROPOSAL PROCESS INSTRUCTIONS AND PARAMETERS
1. **Proposal Reference Number:** The RFP number, listed on the first page, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Purchasing contact reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this Request except with designated participants in attendance ONLY DURING:
   - Negotiations,
   - Contract Signing,
   - As otherwise specified in this Request.

   Violations of this provision by vendor (also sometimes referred to throughout as “operator”) or University personnel may result in the rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement. Final evaluation and award will be made by KSU, through the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):
   - Student Live Representative
   - Center for Student Involvement Representative
   - SGA Representative
   - Assistant Director Purchasing
   - Office of General Counsel Representative (as advisor)
3. **Pre-Proposal Conference:** Pre-proposal conference will be held at 11:30 AM CT, 06/09/2020 via Zoom. Zoom Meeting Instructions.
   a. Register in advance for this meeting: [https://ksu.zoom.us/meeting/register/tJEkfuGpgzMpHdccg2wgPxyPrBqGvBvX9Xx](https://ksu.zoom.us/meeting/register/tJEkfuGpgzMpHdccg2wgPxyPrBqGvBvX9Xx)
   b. After registering, you will receive a confirmation email containing information about joining the meeting.

   Attendance is expected at this pre-proposal conference. Questions to be addressed at the conference may be submitted in writing by sending them to the K-State Purchasing contact (e-mail kspurch@k-state.edu) prior to close of business on 06/05/2020. Impromptu questions will be permitted and spontaneous unofficial answers provided, however vendors should clearly understand that the only official answer or position of KSU will be in writing.

4. **Questions/Amendments:** Questions requesting clarification of the Request for Proposal must be submitted in writing to the Purchasing contact indicated on page 1, prior to the close of business on 06/11/2020. Each question or clarification should reference the appropriate RFP section. Answers to questions will be available in the form of an amendment on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/). Failure to notify the Purchasing contact of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of KSU. Any modification to this Request shall be made in writing by amendment and posted on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/). Only written communications are binding. It shall be the responsibility of all participating vendors to acquire any and all amendments and additional information as it is made available from the website cited above. Vendors are required to check the website periodically for any additional information or instructions.

5. **Appearance Before Committee:** Any, all, or no vendors may be required to appear before the PNC to explain the vendor’s understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, KSU may award without conducting negotiations, based on the initial proposal. KSU reserves the right to request information from vendors as needed. If information is requested, KSU is not required to request the information of all vendors.

   Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

   No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

6. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

7. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. KSU has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. KSU reserves the right to reject proposals which contain errors.

   A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the proposal. Failure to acknowledge receipt of any addenda may render the proposal to be nonresponsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

9. **Modification of Proposals:** A vendor may modify a proposal by written letter, email, or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Purchasing contact at the Purchasing Office prior to the closing date.
11. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language, or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the proposal closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

12. **Evaluation of Proposals:** KSU will review all proposals received. The criteria that will be used to evaluate proposals may include but is not limited to the following. Additionally, though no weighted value is assigned, consideration may also be given to, by way of example:
   
   a. Adequacy and completeness of proposal
   b. Vendor's demonstrated understanding of the project
   c. Compliance with the terms and conditions of the Request
   d. Information provided in the proposal in response to the **RFP RESPONSE CONTENT REQUIREMENTS**
   e. Response format as required by this Request
   f. Cost

   KSU reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The sole purpose of the evaluation process is to determine which proposal best meets KSU’s needs.

   Depending on the responses, KSU may implement a multi-stage process in which KSU will first elevate a certain number of proposers to compete in the next level.

   KSU reserves the right to award to the lowest responsive proposal without conducting formal negotiations, if authorized by KSU.

13. **Acceptance or Rejection:** KSU reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

14. **Proposal Disclosures:** Kansas State University is maintaining limited operation status through the end of the semester based on the latest guidance from the CDC. As a public health precautionary measure, K-State Purchasing will not hold any public bid openings until further notice.

   Proposal results may be obtained by requesting a bid tabulation from K-State Purchasing Office. Results may be obtained after contract finalization by sending the contract proposal number for each tab requested to kspurch@k-state.edu.

   Copies of individual proposals may be requested under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released, subject to any applicable exceptions to disclosure as set forth in the KORA. More information regarding the Kansas Open Records Act is available at http://www.k-state.edu/policies/ppm/3000/3060.html.

   Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

15. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of KSU. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. KSU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

   Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled “Proprietary” on each individual page and provided as separate from the main proposal.
Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Kansas State University does not guarantee protection of any information which is not submitted as required.

16. **Exceptions**: By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: “Exceptions”.

17. **Notice of Award**: An award is made on execution of the written contract by all parties.

18. **News Releases**: Only KSU is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

19. **Submission of Proposals**: Vendor’s proposal shall consist of the Proposal, including signature sheet, cost proposal form, applicable literature and other supporting documents. Proposals submissions must be uploaded through the bid submission secure file upload process.

20. **Deadline to Submit Proposal**: Vendor’s proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, submitted as follows:

   The official Signature Sheet, Cost Proposal form, and any other required documentation must be uploaded to the Vendor Bid Submission Secure File Upload portal,
   
   [https://www.k-state.edu/finsvcs/purchasing/bidsubmission.html](https://www.k-state.edu/finsvcs/purchasing/bidsubmission.html)

   Proposals submitted via any other method will not be considered (effective March 23, 2020). Under all circumstances, it shall be the vendor’s responsibility to ensure their bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office.

   All proposals shall be on the Kansas State University Signature Sheet and Cost Proposal forms, and submitted with all other responses required in the RFP RESPONSE CONTENT REQUIREMENTS section below. Under all circumstances it shall be the vendor’s responsibility to insure its proposal is properly received by the appropriate date/time at the Kansas State University Purchasing Office. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late proposal submissions.

   Proposals received prior to the closing date shall be kept secured and sealed until closing. KSU shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

**RFP RESPONSE CONTENT REQUIREMENTS**

The Contractor shall include the following in its response to this RFP in the same order as listed:

1. **Intent**
   a. Please describe the overall vision for the service with full and complete details and scope.
   b. Your submitted proposal is your opportunity to design a turn-key operation for KSU which should include your best offer.
   c. The submitted proposal should include your vision for the program, any revenue sharing opportunities for Kansas State University, any phases or "ramp up" required in delivery schedules of service, etc.

2. **Service Operator Information**
   a. Project team; including biographies and qualifications of lead team members.
   b. Include an organization chart that includes the entire company as well as the local team.
c. Your current market and clients; number, type, location and duration of other ride share service systems operated.
   1. Include all current operations, and the operating permitting requirements and history of compliance with permitting, state and local law.
   2. Company history; length of corporate operation, and related or ancillary business operations beyond shared mobility systems.
   3. Provide minimum of three (3) references of current clients having similar size and scope. Provide name of the organization
      i. Contact name
      ii. Phone number, email address
      iii. Brief summary of the scope and services provided to the references listed
      iv. Duration of the relationship
   4. Provide list of contract cancellations. Provide client and reason for cancellation.

3. Operations
   a. Provide a system operations overview of daily operations and administration, including;
      1. Hours of service availability, hours of customer service support, and hours of field support (i.e. outreach and customer service).
      2. Staffing plan and responsibilities for KSU campus operations.
      3. Plan for resolution of on-going issues, daily complaints and emergencies. Provide details on how your response time to resolve after complaints are reported, and handling of out-of-service complaints.
      4. Time frame for implementing program.
      5. Ability to offer service to customers without a credit card or smart phone.
   b. Contractor will operate the Program and mobile application (the “App”), which will allow for Riders to request a ride as follows:
      1. Program will operate Thursday through Saturday from 11:00 pm to 3:00 am throughout the academic year, excluding KSU holidays and intersession breaks. Information regarding KSU academic calendars is available via the following links: https://www.k-state.edu/registrar/calendar/

4. Geographic Boundaries
   Program services offered will:
   a. Operate within the city limits and who live within the designated city limits of Manhattan, KS. All rides must originate from a 5 mile radius of Kansas State University’s main campus. Pickups and drop-offs outside of the designated geographic boundaries will not be covered by the Program.
   b. Drop off Riders at residential locations only within the city limits of Manhattan, KS.
   c. Make geographic boundaries discoverable by Riders via the App.
   d. Automatically charge Riders for fares associated with drop-offs outside of the designated geographic boundaries.

Note: Kansas State University reserves the right to make modifications to the Program at its discretion, including but not limited to the following: adjusting the hours of operation, changing or expanding the geographic boundaries, etc. Contractor will acknowledge, in writing, any modifications/changes Kansas State University requests within twenty-four (24) hours of written notification by Kansas State University. Both parties will mutually agree upon implementation timelines based on complexity of University’s request.

5. Program Registration and Verification
   Riders are required to register for the Program. Eligibility to participate in the Program based on information provided by Kansas State University. Riders will complete and submit a registration form to Contractor. Contractor will process the registration form and verify Riders’ eligibility to participate in the Program based on information provided by Kansas State University. Contractor will issue and apply credits to Riders’ account once eligibility is confirmed. Riders will download the App to request a ride and the App will automatically apply credit to all eligible riders. University reserves the right to transition from weekly email list to direct integration between the App and University’s single sign-on service during the term of the Agreement.

   Credits will allow up to two (2) riders per ride request and will be billed as a single ride by Contractor. Separate requests will be required for ride requests of three (3) riders or more. Contractor is expected to maintain a fifteen (15) minute average pick-up time per ride request.

6. Accessibility and ADA Compliance
Contractor must provide equal access to the SafeRide for riders with disabilities, including those with accessibility needs, from Agreement start date. The App must allow for riders to request an ADA-compliant vehicle. Fares and average pick-up times will not differ from non-ADA ride requests.

8. **Drivers and Vehicles**
   Contractor will:
   a. Conduct a driving record check of drivers ("Drivers") to ensure each Driver:
      1. Possesses all licenses as required by law to operate a motor vehicle;
      2. Is at least twenty-one (21) years old;
      3. Has a minimum driving history on one (1) year;
      4. Has valid personal auto insurance;
      5. Has committed no more than three (3) minor driving violations in the three (3) years prior to driving record check; and
      6. Has committed no major or severe driving violations in the three (3) years prior to driving to driving record check.
   b. Conduct a criminal background check of its drivers that will go back at least seven (7) years where permitted by law, and will include a social security trace, national and county-level searches, and a search of the Department of Justice National Sex Offender Registry. Contractor will review all results and will not approve any applicant drive with a pending charge or conviction for felonies involving weapons, sale or distribution of controlled substances, violence, theft, robbery, burglary, embezzlement, dishonesty, misappropriation, fraud, or sex crimes.
   c. Conduct, or cause to be conducted, a 19-point vehicle inspection. Vehicles must pass inspection in order to be approved for use on Contractor's platform.
   d. Provide evidence that driving record checks, criminal background checks, and vehicle inspections have been conducted of all drivers and their respective vehicles upon start of Agreement, when a new Driver is hired, and of July 1, of each year and the right to request this information at any time.
   e. Make drivers vehicles easily identifiable to riders (e.g., Contractor-provided logo materials, etc.).
   f. Provide drivers that are courteous with strong customer service skills.

9. **Accidents/Incidents**
   Contractor will notify University within twenty-four (24) hours of any accidents or incidents that occur while providing rides during a SafeRide trip.

10. **Customer Service and Rider Feedback**
    Contractor will:
    a. Respond to all comments related to SafeRide and provide compliment/complaint feedback reports to Kansas State University.
    b. Manage and address all customer service-related issues within twenty-four (24) hours of notification.
    c. Provide a toll-free line, email, or other means of Contact for SafeRide.

11. **Marketing**
    a. Contractor will create, implement and maintain a marketing plan, preapproved by Kansas State University, to publicize the relationship between Kansas State University and Contractor.
       1. Any use of Kansas State University's trademarks and/or logos is subject to licensing and approval. Additional information regarding Kansas State University's trademarks and licensing policy is available via the following link: https://www.k-state.edu/logos/
       2. NOTE: Contractor shall have no right to use the name, seal, logos, mascot, trademarks, or colors of Kansas State University or any photograph, videotape, or drawing of those buildings structures, or facilities that are uniquely identified with Kansas State University for any purpose except as authorized by Kansas State University in connection with an annual sponsorship payment.
    b. General Advertising and Outreach Opportunities
       1. Additional SafeRide marketing may be performed by Contractor with preapproved by Kansas State University. Marketing could include, but not be limited to, general information about SafeRide, instructions on how to request a ride, etc.
       2. Provide content and marketing materials (e.g., artwork, flyers, signs, table-top displays, etc.); and
       3. Set up informational table, s/booths/signs in areas of main campus.
    c. Any and all advertising and outreach opportunities must be preapproved by Kansas State University.

12. **Account Management Team**
Contractor will provide a dedicated Account Management Team for Kansas State University. The Management Team will assist in developing communications to promote the use of the program for Share Ride, provide guidance on strategies to optimize performance and adoption, and provide additional insights and reports. The Management Team will monitor SafeRide to ensure it is taking place during the approved hours of operation and within the designated geographic boundaries.

13. Compliance Liaison
   a. Identify and describe roles of Liaison; the operator must identify a liaison as primary point of contact for Kansas State University for both regular business hours and after hours related to solving service issues.

10. Operating Reports
    Contractor will provide Kansas State University with Operating Reports every Monday. In the event that a Monday falls on a holiday, Operating Reports will be due the following business day. Operating Reports may include, but not be limited to the following: Riders’ names, ride origin and destination, ride mileage, pickup and drop-off times, number of rides provided, information detailing all rides which were marked as a no-show, and rides canceled prior to driver arrival.

11. Invoicing
    Contractor will provide Kansas State University with invoices detailing the number of credits redeemed, number of rides provided, and the cost per ride broken down by zip code. Invoices will be submitted to Kansas State University on a monthly basis.

12. Data Security
    a. Describe in detail the front and back-end technology.
       1. Include data availability, specifications, and content.
    b. Scope and specifications of data available.
    c. Method of tracking device utilization and availability.
    d. Method of making usage data available to Kansas State University, and the public
       1. Including components/details of a data dashboard.
       2. Include screenshots, and provide examples of any similar monthly reports.
    e. Describe opportunity for user to opt out of data tracking
    f. Operator must describe all/intended use and sharing of data to be collected and Kansas State University must approve operator sharing data with any third party. Operator will agree to share data with Kansas State University for business purposes.
    g. Describe your privacy and data practices and corresponding notices for users and clients.
       1. Student information collect by Kansas State University and shared with Contractor is DSS”). subject to Family Educational Rights and Privacy Act (“FERPA”) protections.
       2. Additionally, Contractor will comply with Payment Card Industry Data Security Standard (“PCIDSS”).

13. PCI Compliance; operator must provide evidence of compliance with PCI requirements
    a. Acknowledge that operator is the merchant of record for credit card processing.
    b. PCI 3 compliant card processing - Attestation of compliance required at proposal response.

14. University Rights and Responsibilities
    University will
    a. Provide informational emails regarding SafeRide on behalf of Contractor that will be disseminated to all riders using the campus-wide email system.
    b. Utilize social media, including Twitter accounts to notify campus community about SafeRide.
    c. Provide campus signage as allowed.

15. Provide a schedule for implementation that comports with the required timelines set out under ADDITIONAL CONTRACT REQUIREMENTS.

16. An acknowledgment and assurance to agree to the required contract terms listed and described under ADDITIONAL CONTRACT REQUIREMENTS.

17. An acknowledgment and assurance of the following:
    a. the vendor is a corporation or other legal entity;
    b. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a
proposal;
c. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
d. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict; i.e. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
e. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting KSU the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for exclusion of the proposal at the option of KSU; and
f. the vendor has not been retained, nor has it retained a person to solicit or secure a University contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

18. Political Subdivisions: Political subdivisions, [including but not limited to the Kansas Board of Regents and its member institutions Riley County, City of Manhattan, and local unified school districts (USDs)] are permitted to utilize contract administered by Kansas State University if agreed by operator. Conditions included in this contract shall be the same for political subdivisions. KSU has no responsibility for payments owed by political subdivisions. The operator must deal directly with the political subdivision. Bidders shall indicate below if pricing is available for political subdivisions.

19. Tax Clearance Certificate: A “tax clearance” is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process please go to: http://www.ksrevenue.org/taxclearance.html.


**TIMELINE FOR AWARD**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued</td>
<td>May 29, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Questions due</td>
<td>June 5, 2020 by 5:00 PM CT</td>
</tr>
<tr>
<td>Pre-Proposal Meeting via Zoom</td>
<td>June 9, 2020 at 11:30 AM CT via Zoom</td>
</tr>
<tr>
<td>Questions due</td>
<td>June 11, 2020 by 5:00 PM CT</td>
</tr>
<tr>
<td>Addendum issued (if needed)</td>
<td>June 16, 2020</td>
</tr>
<tr>
<td>Closing Date</td>
<td>June 26, 2020 by 2:00 PM CT</td>
</tr>
<tr>
<td>Intent to Award</td>
<td>July 24, 2020</td>
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<tr>
<td>Contract starts as soon as possible, as determined by Kansas State University</td>
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1. Retention of Records: Unless KSU specifies in writing a different period of time, the Operator agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

   a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years.

   b. The Operator agrees that authorized federal and state representatives, including but not limited to, University personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine operator’s records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to KSU.
2. **Data and Other University Property**: Operator must agree to return any or all data furnished by KSU promptly at the request of KSU in whatever form it is maintained by Operator. On the termination of expiration of this contract, Operator will not use any of such data or any material derived from the data for any purpose and, where so instructed by KSU, will destroy or render it unreadable.

3. **Subcontractors**: The Operator shall be the sole source of contact for the contract. KSU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

4. **Assignment**: The contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

5. **Termination**: Kansas State University may terminate this contract, or any part of this contract, for any reason upon 30-day written notice to Operator, and such termination shall be effective three calendar days from the date 406 of such notice, should any of the following occur:
   a. Operator becomes insolvent or files for bankruptcy;
   b. Operator fails to deliver the Services within the time specified by the contract or any written extension;
   c. If Operator is in breach of any other terms of this Agreement and Operator fails to cure such breach within five (5) business days of receipt of notice of such breach;
   d. Or if, in Kansas State University’s sole discretion the SafeRide Program provided by the Operator creates a risk to the health and safety or Kansas State University or the Kansas State University student community.
Closing Date:       June 26, 2020  

Item:         Shared-Ride Services for SafeRide Program  

Department:  Kansas State University – Center for Student Involvement  

SIGNATURE SHEET  

We submit a proposal to furnish goods and services during the contract period in accordance with the specifications.  

We understand that should our proposal be accepted, the provisions found in Contractual Provisions Attachment (form KSU-146a, rev.3-18), which is attached hereto, are hereby incorporated in the contract and made a part thereof.  

LEGAL NAME OF PERSON, FIRM OR CORPORATION ________________________________  

WEBSITE ____________________________________________________________________  

TELEPHONE NUMBER ___________________ FAX NUMBER ___________________________  

E-MAIL ________________________________________________________  

ADDRESS ___________________________________________________________________  

CITY & STATE ___________________________ ZIP CODE ________  

SIGNATURE ____________________________________  

TYPED NAME OF SIGNATURE __________________________________________  

TITLE ___________________________________  

DATE ________________________________  

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.  

ADDRESS ___________________________________________________________________  

CITY & STATE ___________________________ ZIP CODE ________  

TELEPHONE NUMBER ___________________ FAX NUMBER ___________________________  

E-MAIL ________________________________________________________
COST PROPOSAL

Vendor Name: ________________________________

The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Fare</td>
<td>$</td>
</tr>
<tr>
<td>Base Fare</td>
<td>$</td>
</tr>
<tr>
<td>Per Mile</td>
<td>$</td>
</tr>
<tr>
<td>Per Minute</td>
<td>$</td>
</tr>
<tr>
<td>Service Fee</td>
<td>$</td>
</tr>
<tr>
<td>Other Fees</td>
<td></td>
</tr>
</tbody>
</table>

See below for scenarios we would like the vendors to respond to:

<table>
<thead>
<tr>
<th>Pick up</th>
<th>Drop off</th>
<th>Est. Miles</th>
<th>Average Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tanner’s Bar and Grill</td>
<td>The Gramercy Apartment Complex</td>
<td>2.9 miles</td>
<td></td>
</tr>
<tr>
<td>(1200 Moro St.)</td>
<td>(2215 College Ave.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AJ’s NY Pizzeria</td>
<td>Wefald Hall</td>
<td>2.3 miles</td>
<td></td>
</tr>
<tr>
<td>(301 Poyntz Ave.)</td>
<td>(1805 Claflin Rd.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Old Chicago</td>
<td>Alpha Xi Delta</td>
<td>3.4 miles</td>
<td></td>
</tr>
<tr>
<td>(2001 Clocktower Pl.)</td>
<td>(601 Fairchild Ave.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bill Snyder Family Stadium</td>
<td>The Links Apartments</td>
<td>2.9 miles</td>
<td></td>
</tr>
<tr>
<td>(2201 Kimball Ave.)</td>
<td>(500 Admiral Way)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taco Lucha</td>
<td>University Gardens Apartments</td>
<td>2.2 miles</td>
<td></td>
</tr>
<tr>
<td>(1130 Moro St.)</td>
<td>(910 ½ Garden Way)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Is your pricing available to political subdivisions of the State of Kansas? Yes / No

Payment Terms: ____________ Will P-Card be accepted for payment? Yes / No

Will ACH (direct deposit) be accepted for payment? Yes / No

Proposal responses shall include a list of 3 (minimum) references on a separate sheet. Company name, contact, phone number and email address information shall be included for each reference.
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all copies of any contractual agreement by adding the following statement to the main body of the contract: “The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof.”

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.

3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively “University”) to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does 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 or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

6. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a “self-insurance” fund to protect against any such loss or damage.

7. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: [https://www.k-state.edu/policies/ppm/3000/3070.html](https://www.k-state.edu/policies/ppm/3000/3070.html).

8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves to right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.

10. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University’s students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.

11. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University’s own policies and procedures, including University’s anti-discrimination policy: [http://www.k-state.edu/policies/ppm/3000/3010.html](http://www.k-state.edu/policies/ppm/3000/3010.html). Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University’s anti-discrimination policy. Contractor also 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 contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.

12. **Information/Confidentiality:** As a state agency, the University’s contracts are generally public records, and therefore no provision of this contract shall restrict the University’s ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, 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.

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

14. **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.