

**KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
MANHATTAN, KS 66506
PHONE 785-532-6214 FAX 785-532-5577**

Date: 7/22/2013
CONTRACT NO.: 40340
Replaces Contract No.: 40202, KSU641, & KSU691

Procurement Officer: CARLA BISHOP
Phone: 785-532-6214
E-Mail: kspurch@k-state.edu

Item: SHUTTLE SERVICES
Primary Using Departments: Office of Student Activities & Services, Housing & Dining Services, Parking Services,
Office of International Programs, Student Access Center, Continuing Education.

Period of Contract: 8/1/2013 to 7/31/2018 with option to renew for one additional five-year period

Contractor Information: FLINT HILLS AREA TRANSPORTATION AGENCY (ATA)
5815 MARLATT AVENUE
MANHATTAN, KS 66502
Contact: ANNE SMITH
Phone: 785-537-6345; FAX: 785-537-6327; E-mail: asmith@rileycountyks.gov
Prices: See Individual Groups
Payment Terms: Net 30
Shipping Information: Not Applicable

The purpose of this agreement is to establish the responsibilities to be assumed by the contracting parties in connection with transporting Kansas State University faculty, staff, and students as outlined in each of the following groups.

For this consideration hereinafter mentioned, to be paid by K-State to ATA and the services to be provided to K-State by ATA, the parties have mutually agreed as follows:

Term of Contract. Contract is for five years, from 8/1/2013 to 7/31/2018 with the option to renew for another five-year period.

Open-Ended Contract. This contract is between ATA and K-State to furnish an undetermined quantity of a good or service in a given period of time.

Modification. This contract shall be modified only by the written agreement of the parties with the approval of the K-State Director of Purchasing.

Price. Prices shall remain firm for a year at a time. On the anniversary date, i.e. August 1, the price may be adjusted up or down, keyed to market conditions. Request to change pricing shall be submitted in writing ninety (90) days prior to the effective date. It is understood that in the event the parties cannot agree upon the new price, the contract will be terminated. Refer to page 3 re: fuel surcharge.

Insurance. ATA shall maintain applicable insurance coverage and provide a certificate of insurance to K-State.

Disputes. The decision of the K-State Director of Purchasing shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the contractor.

Termination. The K-State Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- (1) The Contractor fails to make delivery of goods or services as specified in this contract; or
- (2) The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The using department or the K-State Director of Purchasing shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as may be authorized in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of this notice shall be presumed to have occurred within three (3) days of the date of the notice.

The K-State Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of the State of Kansas. In the event that the K-State Director of Purchasing elects to terminate this contract pursuant to this provision, he/she shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Right and Remedies. If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of the Contractor, the termination shall be a termination in the best interest of the University.

The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, or strikes other than by the Contractor's employees.

In event of termination, ATA shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the University.

The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

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 State which consent will not be unreasonably withheld or delayed. This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

Third Party Beneficiaries. This Contract shall not be construed as providing an enforceable right to any third party.

Captions. The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

Severability. If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

GENERAL SPECIFICATIONS.

Transportation Services. ATA shall determine and operate the standard routes.

Transportation Schedule. Refer to each group for details. ATA reserves the right to determine that service needs to be cancelled due to inclement weather. ATA provides “general public transportation”; this service is based on a first come first serve basis, no prioritizing of rides shall be permitted.

Vehicles. ATA shall provide the necessary equipment, e.g. 20 passenger bus, Para Transit, etc., for the transportation of the various routes or special events. Such equipment shall be clean, in good operating condition, including operable heating & air conditioning, and include ramps or lifts when necessary. ATA shall be responsible for insurance, maintenance, and fuel for the equipment. Should capacity constraints require the use of either additional vehicles or the acquisition of a larger transit vehicle the parties may enter into negotiations to modify the agreed upon budget in order to provide the additional level of service.

Drivers. ATA shall provide drivers for the bus who will be employees of ATA. ATA shall be responsible to license, supervise, and discipline the drivers. ATA will certify that all drivers are properly licensed and confirm to all applicable requirements for motor carrier drivers and have been drug tested in compliance with any applicable laws, rules, and regulations.

Eligible Riders. Refer to each group for details. In general, all others who may ride the bus upon the established routes will be subject to paying the regular fare (currently \$2.00 per ride). Bus drivers will not refuse service in violation of K-State’s anti-discrimination policy, which is as follows: Kansas State University is committed to a policy of nondiscrimination on the basis of race, sex, national origin, disability, religion, age, sexual orientation, or other non-merit reason, including veteran’s status.

Eligible Rider’s Responsibilities. ATA provides each eligible rider access to the ATA rider handbook. Refer to website: www.rileycountyks.gov. Click on “ATA Bus”, then on “Rider Handbook”. K-State shall encourage eligible riders to comply with the policies and procedures outlined by ATA in the handbook.

Website. ATA will provide a website that can be integrated into K-State sites. Timing changes are important to customers using the system, so changes should be highlighted on the site.

Fuel Surcharge. Due to erratic changes in the cost of fuel, ATA and K-State reserve the right to add a fuel surcharge to the cost of the service when deemed appropriate by both parties.

Invoices. Each department must be individually invoiced. Invoices shall be forwarded to the using department and shall state the following:

- (1) Date of invoice;
- (2) Date of shipment (or completion of work);
- (3) Purchase Order number and/or contract number;
- (4) Itemization of all applicable charges; and
- (5) Net amount due.

Payment. Payments will be made in regular routine per K.S.A. 75-6403 upon receipt by the ordering department of ATA’s invoice. Unless otherwise noted, payment terms shall be Net 30.

Contractual Provisions Attachment. The provisions found in Contractual Provisions Attachment is incorporated and made a part of this contract by reference. Refer to pages 9 & 10.

Contractor:

By: AmE STL

Printed Name: ANNE E SMITH

Title: EXECUTIVE DIRECTOR

KANSAS STATE UNIVERSITY

By:

Carla K Bishop
CARLA BISHOP

DIRECTOR OF PURCHASING