

Request for Proposal

**Proposal Number: FY23-1013-DDS
DIGITAL DISPLAY SIGNAGE**



FLINT HILLS AREA TRANSPORTATION AGENCY

Finance Department
Melanie Tuttle, Finance Director
5815 Marlatt Ave
Manhattan, KS 66503
Telephone: 785-537-6345
Fax: 785-537-6327

Proposals are due no later than
5:00 pm CST on February 22, 2023

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

**Flint Hills Area Transportation Agency (FHATA)
Request for Proposal #: FY23-1013-DDS
Digital Display Signage**

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Flint Hills Area Transportation Agency (FHATA)

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A. REQUEST FOR PROPOSAL

Federal assistance is provided by FTA's Section 5311 and 5307, authorized under Catalogue of Federal Domestic Assistance Number (CFDA) 20.509 Formula Grants for Rural Areas and 20.507 Formula Grants for Urbanized Areas, respectively, for this purchase. The purchase 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 of applicable federal regulations and certifications that apply including but not limited DBE, ADA, Civil Rights, Seismic Safety, Buy America etc. Vendors should inquire about these requirements prior to submittal of qualifications or proposals if they are not familiar with or do not understand them.

1. Summary/Objective

FHATA is soliciting firm cost proposals for the following primary tasks: Flint Hills Area Transportation Agency is seeking proposals from respondents to implement digital display signage to present real-time transit arrival information for service at FHATA bus stops and shelters. The digital display signage will integrate with an existing AVL/CAD system to receive real-time data on vehicle locations and present the information to passengers on digital display signage. The proposed system shall be scalable over its estimated lifetime to support additional digital displays at other locations and transit facilities without replacement of initially installed components, including both hardware and software components. Further, it must be capable of integrating with the existing AVL/CAD system used by FHATA for its fixed route fleet.

FHATA will select a Vendor(s) based on the response(s) to this Request for Proposal. It is to be clearly understood by all proposers that the FHATA may select as few as one or more vendors to provide digital display signage. The vendors may be retained for a period through June 30, 2026. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2028. It is FHATA's intent to award one or more contract(s) no later than March 1, 2023.

See scope section of this proposal for additional details for each entity.

2. Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from Proposer by **5:00 pm CST, February 10, 2023** 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 February 15, 2023. If required, FHATA's response to these submissions will be in the form of an Addendum.

3. Proposal Closing and Submission

Proposals must be received with all required submittals as stated in the RFP, no later than **5:00 pm CST, February 22, 2023**. Proposals received after time specified shall not be considered for award. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Reponses may be submitted electronically via e-mail or may be submitted in paper to the office or faxed to 785-537-6327. Email and paper documents should be labeled "FY23-1013-DDS"

Email:

Melanie Tuttle, Finance Director

mtuttle@fhata.org

913.738.4262

or mail:

Flint Hills Area Transportation Agency

Procurement Department

5815 Marlatt Avenue

Manhattan, Kansas 66503

Submission of a response shall constitute a firm offer to FHATA for ninety (90) days from the date of the Request

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for Quote closing. FHATA reserves the right to reject proposals that alter the Proposal Response Form or otherwise take exception to the proposal requirements. Vendors may submit alternative proposals along with a complete description of the proposed alternative; however, the decision to accept or reject such alternative is entirely at the sole discretion of FHATA. There will be no public opening of proposals.

4. Response Requirements

Responses must include the following information:

The Proposal, along with all other accompanying documents and materials submitted by the vendor, will be deemed to constitute the entire Proposal. The Vendor shall promptly furnish any additional information requested relative to its Proposal, including delivery schedule, warranties, unit costs for the items, the experience, and qualifications of the vendor in the services required, and municipal or transportation references. All Federal and State clauses and certifications must be completed and fully executed to be considered responsive. Responses can be in the form of e-mail but it is recommended they be organized in one complete document.

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B. NO PROPOSAL REPLY FORM

To assist us in obtaining good competition for our Request for Proposals, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include “RFP #FY23-1013-DDS” on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Proposer’s List by indicating below.

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

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C. PROPOSAL SCHEDULE

SCHEDULE ITEM	DUE DATE
RFP Issued / Advertised	February 1, 2023
Deadline for Proposer Questions, Comments, & Requests for Clarifications	5:00pm, (CST), February 10, 2023
FHATA Response to Questions	5:00 pm (CST), February 15, 2023
Proposal Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503 mtuttle@fhata.org	5:00pm, (CST), February 22, 2023
Contract Award (Anticipated)	March 1, 2023

Flint Hills Area Transportation Agency (FHATA)

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D. SCOPE OF WORK

1. Purpose and Background Information:

1.1 Background

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

Federal assistance is provided by FTA’s Section 5311 and 5307, authorized under Catalogue of Federal Domestic Assistance Number (CFDA) 20.509 Formula Grants for Rural Areas and 20.507 Formula Grants for Urbanized Areas, respectively, for this purchase. The purchase must conform to federal, state, and local design and accessibility standards, City and County building and development codes, sustainability goals and visual acceptability. Vendors should be aware of applicable federal regulations and certifications that apply including but not limited DBE, ADA, Civil Rights, Seismic Safety, Buy America etc. Vendors should inquire about these requirements prior to submittal of qualifications or proposals if they are not familiar with or do not understand them.

1.2 Project Overview

FHATA is soliciting firm cost proposals for the following primary tasks: Flint Hills Area Transportation Agency is seeking proposals from respondents to implement digital display signage to present real-time transit arrival information for service at FHATA bus stops and shelters. The digital display signage will integrate with an existing AVL/CAD system to receive real-time data on vehicle locations and present the information to passengers on digital display signage. The proposed system shall be scalable over its estimated lifetime to support additional digital displays at other locations and transit facilities without replacement of initially installed components, including both hardware and software components. Further, it must be capable of integrating with the existing AVL/CAD system used by FHATA for its fixed route fleet.

Quotes submitted by interested vendors are to include general information about the company, experience, and a general timeline for completion of the initial order specified in #3. Vendors are expected to provide recommendations to ensure a high-quality product. Details of materials proposed must be included.

Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any brand or item or product. However, approved equals or better must be pre-approved by the Buyer.

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Scope of Work (continued)

1.3 Systems Overview (Current State)

The Agency has one facility that houses operations, administration and our bus maintenance facility and currently employs approximately 45 full-time equivalent employees. The Agency currently has thirty-four buses in its fleet and no administrative vehicles and operates public transportation services in the Flint Hills Region and each entity operates under federal and state grants. FHATA operates 2 major fixed route systems (1 under 5307 Urban Formula funds and 1 under 5311 Rural Formula Funds) as well as demand response services throughout a tri-county area. All systems currently operate utilizing the same software and on-vehicle technologies.

- CAD-AVL Fleet Software – REVEAL – schedules and real time GTFS tracking for all fixed routes and demand response services, across all services. The system utilizes on board GPS location devices provided by REVEAL. The system provides real time GPS capabilities through cellular data.
- The AVL System data is transmitted using a real-time passenger interface software called SWIFTLY. SWIFTLY uses existing cellular data networks, and on-board GPS capabilities through REVEAL and on board surveillance system (see next comment).
- On Board Vehicle Surveillance: Each vehicle is equipped with a Surveillance system with onboard broadband routers with GPS capabilities, with tracking through software called MotoTrax, and REVEAL purchase through vendor AngelTrax. This system is used in conjunction with Swifly together to provide the schedules and real-time GTFS feeds that are published independent of FHATA's feed.
- Transit App is contracted to provide exclusive trip planning and real-time arrival estimates for the entire FHATA fixed route transit services. Any aggregated feed must be in a format that Transit can readily use with no additional modification.
- Cellular Data: Currently the vehicle tracking systems use cellular data packages through the software vendor with AT&T. FHATA has a separate cellular data package with Verizon for data not provided by outside software vendors.

2. Terms:

FHATA will select a Vendor(s) based on the response(s) to this Request for Proposal. It is to be clearly understood by all proposers that the FHATA may select as few as one or more vendors to provide digital display signage. The vendors may be retained for a period through June 30, 2026. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2028. It is FHATA's intent to award one or more contract(s) no later than March 1, 2023.

Vendors will provide pricing based on price-per minimum order for the products listed in Attachment 2, entitled Proposal Response Form and Required Pricing Page. FHATA plans to initiate a purchase order as detailed in Section 3.2 of the Scope.

FHATA will be obligated only for the specific quantities of materials and/or services that are authorized by issuance of a specific Purchase Order. Purchase Orders will be issued on as needed basis and will specify specific terms and conditions. Prices agreed upon are to remain firm for the duration of the Agreement, unless otherwise specified. The total provided shall indicate if sales tax is included.

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Scope of Work (continued)

3. Scope of Services, Objectives and Tasks:

3.1 General Scope:

It is FHATA's desire to procure Digital Display Signage that meets or exceeds the technical specifications set forth in this document and is as close to a standard off the shelf, service-proven system as possible.

The selected vendor shall be responsible for providing a complete, fully operational and integrated Digital Display signage system and shall serve as systems integrator for all components and interfaces (internal and external). The Vendor is also responsible for all connections and terminations where their equipment integrates with existing CARTA equipment and communication systems.

The proposed Digital Display signage will receive a data feed from the existing AVL system which will contain the data elements required to provide real-time transit arrival information on digital displays. The initial purchase order (described in 3.2) will be for solar powered touch digital displays installed at bus stops and shelter locations identified by FHATA.

3.2 Initial Purchase Order

The Initial Purchase Order requests 5 of the 10 electronic display signs shall be obtained upfront and the remaining 5 signs within a two-year period. Relative transit software must be accessible on the display, whether installed from the vendor or provided elsewhere. Installation and maintenance service agreement is not required to be performed by the vendor, which a third party may be needed if necessary. The mounting equipment structure will be required and can be supplied by the vendor or by an outside organization as well.

3.3 Vendor Responsibilities

- a. *Digital Display Signage System Design:* The vendor will be responsible for procuring, installing, configuring, and testing all hardware and software required. The proposed system must be compatible with all future revisions and software/hardware versions for the entire life of the contract. Any upgrades or patching required to bring newer software/hardware versions into production must be included as part of this entire contract life. All communication between Digital Display signage system equipment must be through the main AVL server.

As part of the system design, the vendor will be required to utilize in-place communications infrastructure at bus stops and shelters for transmitting real-time transit information to digital displays from the central software required for digital display management.

- b. *Digital Display Signage System Software Installation:* The Vendor shall grant FHATA the right to use all software and firmware provided under the contract and will not impose any licensing restrictions on interfacing data to and from the digital display system software. FHATA shall be the owner of all software data. The Vendor shall provide for hosting of the content management software. Hosting services, monthly service fees, maintenance and licensing for the software shall be provided for the duration of the warranty period for all digital display signage system software. FHATA shall have the option to extend the duration of software hosting beyond the system warranty period to be negotiated with system vendor at future periods. The Vendor is responsible for obtaining all required permits from the jurisdictions.

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Scope of Work (continued)

c. *Digital Display Hardware Installation:*

- i. **Vendor Installation:** The Vendor will be responsible for installation of digital signage. Upon field in installation and configuration of digital signs, the vendor will be responsible for testing all digital display signage system hardware components and sub-components and ensuring interfaces are working properly.
- ii. **FHATA Installation:** The Vendor must provide detailed step by step installation instructions, as well as specifications for installing and testing digital signage. FHATA will determine if use of third-party installation is required. Vendor must provide technical support for questions for installation. Manuals must be provided.
- iii. **Mounting Equipment:** Vendor must provide details of requirements for mounting equipment onsite both to existing signposts (12', 2" Telespar and 10' 1.75" Telespar) or Bus Shelter posts, include requirements for mounting brackets and other materials needed as well as replacement parts needed to have on hand for repairs.
- iv. **Vendors proposal and Pricing** must clearly indicate if Vendor proposal is for Vendor installation or FHATA Installation.

d. *Digital Display System Integration with AVL System:* The Vendor shall be responsible for completing the integration of the Digital Display signage system with FHATA's AVL system for receiving real-time transit information and shall serve as systems integrator for all components and interfaces (internal and external). Successful completion of Digital Display System Integration shall be achieved upon the successful completion of the thirty-day System Acceptance Testing period.

e. *Digital Display Signage System Training:* The vendor shall provide a comprehensive training program that enables FHATA's employees to operate and maintain the system. The training plan shall assume training for FHATA system operators and IT and maintenance personnel. Training topics shall include:

- i. Digital display signage operator training
- ii. Hardware training for IT and maintenance personnel (maintenance and troubleshooting)
- iii. System administrator training including 3rd party interfaces (i.e GTFS data fee, APIs)

The Vendor shall provide a detailed training plan in conjunction with the overall project schedule. The plan will provide a description and duration of each course. All training will be conducted onsite (either in person instruction or via video conference) at FHATA's facility. Course instructors must have prior training experience and intimate familiarity with all aspects of the systems, training materials, and training aids. Additional training shall be provided by the Vendor at no cost to FHATA under the following circumstances.

- i. Major modifications to the software and/or hardware made after the initial training due to system(s) defect(s) and/or upgrade(s) within two (2) years of installation; and
- ii. Delays in systems deployment after initial training for which the Vendor is responsible.

All proposal pricing must detail what is included in the proposed fees for training and continued support.

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Scope of Work (continued)

- f. *Digital Display Signage Operations Manual and Maintenance Manuals*: Complete manuals must be provided for each item of equipment with succinct instructions on how to operate the equipment. Pictograms and photos are encouraged. Fault procedures need to be described as well as directions for dealing with problems.

The Vendor shall provide manuals for each item of equipment to include drawing which identify the various parts and assemblies in the equipment. The materials provided shall contain, but not be limited to: a description of operations; installation procedures; preventative maintenance procedures and program; repair procedures; diagnostic procedures; wire diagrams; electrical schematics with board and cable identification; and adjustment procedures. The manuals must identify any special tools required for any of the procedures for the following types of sections (1) Preventative Maintenance; (2) Troubleshooting and Corrective Maintenance Section; (3) Shop Repair Section.

3.4 Required Technical Specifications of System

The following are expected to be the minimum applicable specifications which FHATA will accept as part of the RFP for Electronic Signage.

- Gray scale E-Paper Display with ease of visibility and minimal energy utilization
- Solar Power and cellular functionality with no electrical wiring dependency
- Display Real-time information, including rider alerts, bus time, route details, maps, and more
- Ability to mount to any bus stop pole either provided by vendor or obtained separately.
- Availability for text to speech that meets ADA requirements.
- Remote management, diagnostics, and health monitoring with minimal maintenance
- Must accept GTFS-RT, JSON, or XML API's
- Tamper resistant to avoid theft and accident situations.
- Minimum of 13" screen size display
- Environmental Factors:
 - Robust in inclement weather conditions from -20°F up to 150°F
 - Humidity 0 to 100%, relative
 - Direct sunlight viewing rated and readable.
 - Designed for 24/7 continuous outdoor, in direct sunlight operation.
- Cellular Coverage: Vendor must identify if cellular coverage is provided by Vendor agreement or if FHATA is responsible for providing Cellular coverage. The proposal must include details on cellular requirements. FHATA's available cellular in the service area include AT&T, Verizon, T-Mobile.

3.5 Optional Add-ons Features (not required):

The following are additional features that are desirable but not required to be included in the RFP guidelines pricing must be separately identified.

- Multi-color display to interpret different bus route information/alerts and updates
- Solar lighting above/near display for visibility
- Interactive Kiosk: Must provide details regarding size and features available. Includes real-time information, routes maps and schedules, trip planning, touch technology, minimum resolution 1920 x 1080; tamper resistant and ADA compliant.

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Scope of Work (continued)

- On Vehicle Infotainment Signs: used FHATA buses to provide real time traveler information, including infotainment. Kiosks/Information signs mounted in the FHATA buses. Provide details of size, installation, management capabilities. Must be ADA compliant, tamper resistant, HDMI and DVI input, anti-glare glass, AVL system feed.
- Cellular service agreement if provided by vendor

4. **Inspection and Acceptance:**

System Acceptance Testing: All materials furnished, and all work performed under this specification shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the specification requirement, the appropriate items shall be replaced, repairs, upgrades, or added by the Vendor as appropriate to correct the noted deficiencies at no cost to FHATA. The vendor will be required to submit a test plan and procedures for each of the following types of tests. The following information must be included in each Test Plan:

- a. Test schedule.
- b. Identification of all tests to be performed, the purpose of each test and the identification of the functional requirement(s) being tested.
- c. Identification of hardware and software to be tested.
- d. Description of test procedures.
- e. Description of measures of effectiveness or pass/fail criteria.
- f. Description of methods or equipment used to record the test and test results.
- g. Description of corrective actions and re-testing procedures. and
- h. Identification of special testing conditions

All test plans and test procedures shall be submitted to FHATA for approval. FHATA and/or its designee reserves the right to witness any or all tests, without charge, and may include a check for compliance with all requirements set forth in this document and the resulting contract. The Vendor will provide reasonable notification to FHATA and/or its designee of all tests, but in any case, not less than five (5) business days.

5. **Warranty, Maintenance and Support:**

Digital Display Signage System Warranty: The Vendor will provide a three (3) year service and warranty policy on all components of the system including equipment, services, and software purchase under this contract. The warranty period will begin following the final system acceptance of FHATA. Vendors are required to identify their service facility in their proposals. FHATA reserves the right to approve or reject the service facility specified by the Vendors.

A complete copy of the Vendor's warranty shall be included in the proposal. Vendor shall provide a single point of contact for all warranty administration during the warranty period. The Vendor shall provide any software updates and patches for the current version at no cost to FHATA during the warranty and support period.

Ongoing Support and Maintenance – The Vendor shall provide ongoing user and technical support for a period of three (3) years as part of the warranty period.

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Scope of Work (continued)

6. Timeline

Describe details of initial order and timeline for receiving product, installation, and testing. Proposers shall describe the approach to completing the tasks described within the scope of the work presented in this document.

7. Future Orders (if applicable):

The Agency may engage in future orders with the vendor for Digital Signage. A purchase order will be issued for all future orders, timeline, method of pick-up and delivery, and order requirements will be agreed upon at that time.

8. Proposer Qualifications

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

9. 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 1.4 percent. **There is no contract goal for this procurement.** Information regarding FHATA's DBE policy and procedures can be found at <https://www.fhata.org/dbe>.

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E. PROPOSAL INFORMATION/INSTRUCTIONS

1. Proposal Submission

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

Item	Description	RFP Reference
A	Cover Letter: Brief letter, signed by an authorized person, and should identify all materials and enclosures being forwarded in response to the RFP. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person and their email address. Include All proposers shall complete a Vendor Registration Form (Attachment 1). To verify your firm's registration status, contact the FHATA's Finance Director at (785) 537-6345. Once registered, firms are responsible for submitting any changes to this document to FHATA.	Attachment 1 Vendor Registration
B	Proposal Response Form: Proposals submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.	Attachment 2
C	Contract Terms and Conditions and Certifications: Section G must be signed, and each page initialed for agreement to terms and conditions, including ALL required Federal and State clauses and certifications. Missing or improperly executed forms could be considered incomplete and non-responsive.	Attachment 6
D	Understanding of Project: A written technical proposal with supporting information and documentation must be included. The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials	Section D Scope of Work
E	Experience and Qualifications: Provide a description of your firm and statement of your experience, including material which demonstrates sufficient personnel with the licenses, disciplines, skills, experience and equipment required to complete the contract in a satisfactory manner.	Section D Scope of Work
F	References: Provide at least three (3) references to which you have performed similar services over the past three years. Contact information for all references must be up to date.	Attachment 4
G	Acknowledgement of Addenda (if any): In the event that Addenda are issued against this Request for Proposal, proposers will be issued a Receipt of Addenda Form to complete and return with the Request for Proposal, acknowledging receipt of all addenda issued. This is to safeguard FHATA and the proposer against failure to communicate any important information and changes to the scope of the procurement.	Attachment 5
H	Other Forms and Acknowledgements (if any): Additional forms and acknowledgments requested in Section I must be provided as requested.	Section H
I	Additional Documentation: Any additional information provided Proposer shall submit any other documents necessary to complete this proposal. This may include technical information or product brochures.	

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Proposal Information/Instructions (continued)

2. Submittal:

- a) Proposals must be submitted in writing to FHATA Finance Department by February 22, 2023. Proposals may be submitted electronically or by paper to our office (hand delivered or postal).

Flint Hills Area Transportation Agency
Finance Director
Attn: Melanie Tuttle
5815 Marlatt Avenue, Manhattan, KS 66503

Or electronically via email to;
mtuttle@fhata.org

Envelope or email subject must be labeled **Request for Proposal / FY23-1013-DDS**

- b) It is highly desirable that the proposer include one (1) electronic copy of their proposal response on flash drive if they are providing via written.
- c) Proposals received after time specified shall not be opened or considered for award.
- d) FHATA reserves the right to reject proposals that alter the Proposal Response Form or otherwise take exception to the proposal requirements. Proposer may submit alternative proposals along with a complete description of the proposed alternative; however, the decision to accept or reject such alternative is entirely at the sole discretion of FHATA.

3. Submittal Deadline:

- a) Proposals will be received until the date and time specified for proposal closing in Section C, "Proposal Schedule." Proposals received before the proposal closing time will be kept secure until closing date.
- b) There will be no public proposal opening. Proposals will be opened and reviewed by the Agency's Executive Management Team after the closing date and time. Recommendations will be provided to each respective Board of Directors.

4. Communications:

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

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

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

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Proposal Information/Instructions (continued)

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

5. Protests:

a) The Agency's Bid Protest Policy can be found on our website at <https://www.fhata.org/about-procurement>

b) All protests must be submitted to:

Flint Hills Area Transportation Agency
Attn: Finance director
5815 Marlatt Avenue
Manhattan, KS 66503

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

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

6. Proposal Pricing:

a) Proposals shall be firm and final.

b) Proposer shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.

c) The proposal price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

d) The quantities specified for purchase by FHATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.

e) It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the FHATA. Any materials or services omitted from the specifications that are clearly necessary for

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Proposal Information/Instructions (continued)

the completion of this proposal, although not directly specified or called for in the specifications, shall be considered a portion of the proposal. Proposer shall indicate the additional material and services it has determined to be required for this procurement.

- f) Proposals shall indicate the unit price, extended to reflect the total proposal. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the proposer clearly indicates that the total price is based on consideration of being awarded all items of the proposal.
- g) Proposal shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating proposals, except in the case of proposals that end in a tie.

7. **Omissions and Form of Contract:**

- a) **Omissions.** The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.
- b) **Form of Contract.** A **sample** copy of the standard FHATA contract is attached to this RFP as [Appendix 2](#). The standard contract terms and conditions outline various legal and administrative duties and responsibilities assumed by persons or organizations contracting with FHATA. It contains terms and conditions affecting the successful performance of the procurement. **Proposals shall not stipulate any conditions or exceptions to the proposal package or addenda.** The successful proposer will be expected to execute this contract. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However, consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

8. **Authorization to Proposal:**

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

9. **Incomplete Proposal:**

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

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

Proposal Information/Instructions (continued)

10. Withdrawal of Proposals:

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

11. Disclosure of Proprietary Information:

- a) A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in I the proposals:
 - i. Marking each page of each such document prominently in 16-point font with the words “Proprietary Information;”
 - ii. printing each page of each such document in a different color paper other than the paper which the remainder of the proposal is printed; and
 - iii. Segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words “Proprietary Information” in at least 16-point font, along with the name and address of the proposer.
- b) After either a contract is executed pursuant to the RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked “Proprietary Information,” as provided above, is requested under the Kansas Open Records Law, FHATA will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, FHATA reserves the right to release any documents if FHATA determines that such information is a public record pursuant to the Kansas Law.

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F. PROPOSAL EVALUATION, ACCEPTANCE AND AWARD

1. Proposal Review Process:

The Executive Management Team is comprised of the Agency’s Executive Director, Director of Operations, Director of Finance and Director of Human Resources. This team will evaluate responsive and responsible proposals based on criteria below in #3. The Committee may request clarifications and/or additional information from any Proposer through written correspondence. At FHATA’s option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare and objective ranking of the proposals. FHATA may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

2. Evaluation of Proposal Responsiveness / Responsibility Determination

All proposals shall be initially reviewed by the Procurement Officer as assigned on the cover page. The Procurement officer’s review shall be limited to determine whether the Proposals comply with the requirements of the RFP, including minimum contract provisions, state and federal certifications. The procurement officer may, in his or her sole discretion, (1) reject any Proposals that are incomplete; (2) reject any Proposals that fail to conform to the requirements of the RFP; and/or (3) reject any Proposals that take exception to the Scope of Services. The Procurement Officer may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material. All Proposals that are not rejected by the Procurement Officer shall be evaluated by Executive team.

3. Proposal Evaluation (performed by Executive Team):

FHATA’s committee will evaluate all proposals based on the criteria described below (100 points total).

Scoring Criteria	Maximum Points	Description
(1) Proposer Qualifications and References	10	Will include a thorough and detailed review of the submitted Organizational Information.
(2) Past Experience with Vendor	5	Will include a thorough and detailed review of the past experience (prior 3 years) FHATA has had with the proposer and related work performed.
(3) Proposer’s Response to Technical Proposal <ul style="list-style-type: none"> ● Required Features ● Desired Features ● Add-ons & Customer Services 	35	Will include a thorough and detailed review of the responses to the Scope of Work and response to technical proposal, including work statement specifications, the quality, completeness, accuracy and level of detail of the Proposal and the Proposer demonstrates and understands the concepts and requirements of the RFP. Clarify of expression, succinctness of response will also be evaluated. Must demonstrate ability to provide meet timelines and perform services in a timely manner.
(4) Pricing Example: $\frac{\text{Lowest Price Proposed}}{\text{Proposers Proposed Price}} \times 50 = \text{Price Score}$	50	The proposed price with the lowest total price shall be given the full weight of points assigned to the Price Criteria. Every other proposal shall be given points proportionately in relate to the lowest price. This point total shall be calculated by dividing the lowest prices by the total price of the Proposal being evaluated with the result being multiplied by the maximum weight for price to arrive at a price score of less than the full score for price.

Flint Hills Area Transportation Agency (FHATA)

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Proposal Evaluation, Acceptance and Award (continued)

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

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

5. Unbalanced Proposal:

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

6. Competitive Negotiation

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

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

7. Best and Final Offer

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

8. Proposal Award:

The proposal shall be awarded to the proposer(s) whose proposal has been deemed the most advantageous to FHATA in accordance with the evaluation criteria detailed in Section F2. FHATA reserves the right to award any or all items of the proposal or not to award at all.

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

9. Purchase Order or Contract:

Upon acceptance and award of a proposal by FHATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the proposal in strict conformity with the specifications and proposal conditions. The purchase order or contract shall be considered as made in Manhattan, Kansas, and the

Flint Hills Area Transportation Agency (FHATA)

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Proposal Evaluation, Acceptance and Award (continued)

construction and enforcement of it shall be in accordance with the laws of the State of Kansas except those pertaining to conflicts of law.

10. Proposer(s) Responsibilities:

- a) By submitting a proposal, the proposer represents that proposer has read and understands the RFP and the proposal is made in accordance with the RFP; and
- b) By submitting a proposal, the proposer represents that proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to FHATA.

11. Reservations:

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

12. Licenses and Permits:

- a) The proposer shall, without additional expense to FHATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the work in this procurement.
- b) The proposer shall comply with all applicable and current rules, regulations and ordinances of any applicable federal, state, county or municipal governmental body or authority, including those as set forth by the Federal Transit Administration and the Department of Transportation (DOT).

13. Required Certifications and Documentation:

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

Flint Hills Area Transportation Agency (FHATA)

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G. APPENDIX:

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

1. [Travel Policy](#)
2. [Sample Contract](#)

Flint Hills Area Transportation Agency (FHATA)

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Appendix

1. 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 \$0.655 per mile (based on the IRS current established rate).

Flint Hills Area Transportation Agency (FHATA)

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Appendix

2. SAMPLE CONTRACT (provided for reference purposes only)

THIS CONTRACT (the “Contract”), made and entered into as of the _____ day of _____, 2022, by and between the **Flint Hills Area Transportation Agency (“FHATA”)**, a body corporate and politic, and a political subdivision of the State of Kansas, with offices at 5815 Marlatt Avenue, Manhattan, KS 66503 and _____ (“Contractor”), with offices at _____.

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

1. EMPLOYMENT OF CONTRACTOR.

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

2. SCOPE OF CONTRACT.

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

3. TERM.

The term of this contract agreement shall be for a period of _____ (____) year(s) beginning _____, **2022 and expiring on** _____. The services to be provided and performed shall commence upon receipt of a notice to proceed from the FHATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by FHATA to be within the “contract term”.

4. CONTRACT SUM.

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

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 Certifications; and
Appendix B.	Scope of Work; and
Appendix C.	Cost Page Submitted by Contractor; and
Appendix D.	Contractor’s Original Proposal Response; and

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

Flint Hills Area Transportation Agency (FHATA)

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H. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:

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

1. FHATA Vendor Registration Form
2. Proposal Response Form (Pricing Pages)
3. Power of Execution
4. References
5. Acknowledgement of Addenda
6. Contract Terms and Conditions and Federal and State Certifications



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

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

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

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

Please provide a description of the goods and services you are interested in providing to FHATA. Include the corresponding North America Industry Classification System (NAICS) Codes for your business type. For a listing go <https://www.census.gov/naics/>

NAICS CODE(S):

Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.	
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Standard Invoice Terms:	The Agency pays on a Standard Net 30 after date of invoice, unless otherwise stated in contract.
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DBE/SBE CERTIFICATION: FHATA participates in the U. S. Department of Transportation’s DBE and SBE programs. Certification in these programs is based on the regulations in 49 CFR Part 26. If your firm is interested in becoming a certified DBE or SBE, please contact FHATA’s DBELO at (785) 537-6345 or via email at fhata@fhata.org

- Is your firm a Disadvantaged Business Enterprise (DBE) based on the definitions and U.S. Department of Transportation certification guidelines in 49 CFR Part 26?** If YES, submit a copy of a copy of your current certification from your state’s UCP.
 NO YES Are you currently included in the KS DOT DBE Contractor List?
- Is your firm a Woman-Owned Business Enterprise (WBE) or Minority Owned Business Enterprise (MBE) certified by a nationally recognized organization?** If YES, please provide a copy of your certification documentation.
 NO WBE MBE DBE ACDBE

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

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

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

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Parts 180 and 1200, the Vendor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The Vendor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by FHATA. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to FHATA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract. (A) the Vendor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C. (B) The Vendor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000. (C) the Vendor agrees to provide FHATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

Termination:

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

United States Product and Service Preference

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

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

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

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

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

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

(1) Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, et seq., and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

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

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

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Contractor understands that it is required to include this Article in all subcontracts (if applicable). Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as FHATA deems appropriate.

AFFIDAVID OF NON-COLLUSION

The undersigned Vendor certifies, to the best of his or her knowledge and belief, that the Vendor has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise.

The Vendor has not, directly, or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of FHATA, or of any bidder, or anyone else interested in the proposed contract.

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

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

Signature	Date	Printed Name Title

The following documents must be returned:

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

Return completed Vendor Registration Packet to Flint Hills Area Transportation Agency
Finance Department, 5815 Marlatt Avenue, Manhattan, KS 66503
email: mtuttle@fhata.org

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

2. PROPOSAL RESPONSE FORM (PRICING PAGES)

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

Proposals shall be submitted on the Proposal Response Form provided. Proposers may submit additional attachments; however, the Proposers Firm Fixed Price must be included on the following tables. **Proposals submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.

Proposals must use the following Pricing Tables to submit their proposed pricing. Proposers may submit supporting documentation and detailed prices and is encouraged to provide a proposal for bundled or package if awarded multiple services and multiple years.

The undersigned, acting as an authorized agent or officer for the Proposer, does hereby agree to the following:

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposal and any subsequent Addenda. The Proposer shall immediately notify the FHATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the FHATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type / Print)

Date

Address / City / State / Zip

Authorized Signature

Title

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

Proposal Response Form (Pricing Pages) - Continued

PRICING TABLE 1: INITIAL ORDER

- The award of this solicitation will result in a Firm Fixed Price Not to Exceed contract on an annual basis.
- Prices should include applicable sales tax
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- A pricing table must be attached by using the one given or the vendor provides their own table.

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

	TASK / DESCRIPTION	Unit of Measure	Unit Cost	Firm – Fixed Price
1	Real-Time Signage Hardware and Software Package per Unit and Firm Fixed Price. Please provide detail of what is included in 1 Complete Unit. Must meet minimum requirements identified in Scope Section D: Items 3.1-3.4	10	\$	\$
2	Display Installation – Please specify if mounting equipment is included or sold separately. (3.3c)		\$	\$
3	Required Software: 1 time license or subscription price. Must include details of licensing agreement and terms. (3.3b)		\$	\$
4	Warranty and Preventative Maintenance or Service Agreement. Must provide details of what is included. (Item 5)		\$	\$
5	Cellular Service – Please specify if services are provided or through another network			
6	Shipping / Delivery Charges (if applicable)			
7	Other charges: (Must provide details)			
2	<i>Total Cost of Initial Purchase Order – Real-Time Signage</i>			\$

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

PRICING TABLE 2: OPTIONAL Add-On FEATURES / PER UNIT COST FOR FUTURE COSTS

- The award of this solicitation will result in a Firm Fixed Price Not to Exceed contract on an annual basis.
- Prices should include applicable sales tax
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- A pricing table must be attached by using the one given or the vendor provides their own table.

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

	TASK / DESCRIPTION	Unit of Measure	Unit Cost	Firm – Fixed Price
1	1 Unit for Future Purchase: Real-Time Signage Hardware and Software Package per Unit and Firm Fixed Price. Please provide detail of what is included in 1 Complete Unit. Must meet minimum requirements identified in Scope Section D: Items 3.1-3.4		\$	\$
2	Display Installation – Please specify if mounting equipment is included or sold separately. (3.3c)		\$	\$
3	Cellular Service – Please specify if services are provided or through another network		\$	\$
4	Shipping / Delivery Charges (if applicable)		\$	\$
2	Total Cost of 1 Unit – Future Purchase – Year 1 (thru 6/30/2024)			\$
3	Total Cost of 1 Unit – Future Purchase – Year 2 (thru 6/30/2025)			\$
2	Total Cost of 1 Unit – Future Purchase – Year 2 (thru 6/30/2025)			\$
	Optional Add-On Features (May attach a separate pricing page with details). Please provide specifications and details regarding each option:		\$	\$
1	Multi-color display			
2	Solar Lighting (above/near) display for visibility			
3	Interactive Kiosk			
4	Vehicle Infotainment Signs			
5	Other Add-Ons (please describe)			

Flint Hills Area Transportation Agency (FHATA)
Request for Proposal#: FY23-1013-DDS

3. POWER OF EXECUTION

Authorization of Proposer

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

(name of company)

a _____
(corporation, partnership, proprietorship)

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

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

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

(name of company)

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

Company

Signature, Title

Date

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

4. REFERENCES

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

Reference #1:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #2:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #3:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Flint Hills Area Transportation Agency (FHATA)

Request for Proposal#: FY23-1013-DDS

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 RFP FY21-0901-AS:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

**FLINT HILLS AREA TRANSPORTATION AGENCY
CONTRACT TERMS AND CONDITIONS
FEDERAL AND STATE CERTIFICATIONS**

**Review the Enclosed Standard Terms and Conditions For Purchases and Contracts Greater than \$10,000
This form should be included with the Vendor Registration Form. Each Page must be initialed for
acknowledgement and the last page must be signed by an authorized official.**

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
mtuttle@fhata.org
913.738.4262

Contractor Name: _____

Authorized Official Name: _____

Authorized Official Title: _____

Phone Number: _____

Address: _____

E-mail Address _____

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. Please note that a separate W-9 and Vendor Form.

Construction Terms and Conditions Included (check here)

Contract # _____

Contract Date# _____

Check if Annual Recertification: (Existing Contract with no changes) Year _____ of _____



Flint Hills Area Transportation Agency
Standard Terms and Conditions
Federal and State Clauses and Certifications

Initials _____

GENERAL PROVISIONS

1. VENDOR REGISTRATION FORM

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

2. HEADINGS

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

3. AGREEMENT IN ENTIRETY

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

4. ASSIGNMENT

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

5. SEVERABILITY

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

6. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

7. CHANGES

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

8. DISPUTES

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

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

9. REQUESTS FOR PAYMENT

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

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

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

d) Subcontractor Payments

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

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

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

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

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

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

10. RIGHT TO OFFSET

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

11. SUSPENSION OF WORK

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

12. BANKRUPTCY

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



Flint Hills Area Transportation Agency
Standard Terms and Conditions
Federal and State Clauses and Certifications

Initials _____

13. INDEPENDENT CONTRACTOR

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

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

14. SUBCONTRACTORS

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

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

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

15. DELIVERY

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

16. ACCEPTANCE OF MATERIALS – NO RELEASE

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

17. INSPECTION OF SERVICES

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

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

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

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

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

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

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

18. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

19. PROHIBITED INTERESTS

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

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

20. LICENSING, LAWS, AND REGULATIONS

The Contractor shall, without additional expense to FHATA, be responsible for obtaining any necessary licenses and permits, and for complying with all federal, state, and municipal laws, codes, and regulations applicable to the providing of products, equipment or materials, or the performance of the Services, under this Contract.

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

21. INSURANCE

(a) The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth, which is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligation under the Liability and Indemnification section below. Contractor shall maintain for the duration of the contract such insurance as will protect it and FHATA from all claims, including Workers' Compensation, and will hold FHATA harmless from, and indemnify FHATA for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

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

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

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

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

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



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

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

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

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

22. LIABILITY AND INDEMNIFICATION

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

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

(c) **Indemnification.**

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

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

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

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

23. CONFIDENTIALITY OF INFORMATION

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

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

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

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

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

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

24. PATENT INDEMNITY

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

FEDERAL PROVISIONS

1. CIVIL RIGHTS

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

(b) **Equal Employment Opportunity.** The following equal opportunity requirements apply to this Contract: (1) **Race, Color, Creek, National Origin or Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2002e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor ("U.S. DOL") regulations, "Office of Federal Contractor Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (2) **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (3) **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.



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

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

Contractor understands that it is required to include this Article in all subcontracts (if applicable). Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as FHATA deems appropriate.

2. ENVIRONMENTAL REGULATIONS (ADDITIONAL REGULATIONS)

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

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

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

3. VETERANS EMPLOYMENT

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

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

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

4. TERMINATION

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

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

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

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

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

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

5. BREACH OF CONTRACT; REMEDIES

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

6. EMPLOYEE PROTECTION

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

7. RESOLUTION OF DISPUTES AND LITIGATION

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



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STATE OF KANSAS PROVISIONS

1. ACCEPTANCE OF CONTRACT

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

2. INFORMATION

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

3. THE ELEVENTH AMENDMENT

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



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CERTIFICATIONS (FEDERAL AND STATE REQUIRED)

1. QUALIFICATION CERTIFICATION

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

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

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

(a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by DBEs in U.S. DOT Financial Assistance Programs. The national goal for participation of DBEs is ten percent (10%). FHATA’s overall goal for DBE participation is 1.16%. A separate goal has not been established for this procurement.

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

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

(d) Good Cause, includes the following circumstances:

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

(e) Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to FHATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor’s notice and advise FHATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why FHATA should not approve the Prime Contractor’s action. IF required in a particular case as a matter of public necessity (e.g. safety), the response period may be shortened.

(f) The Contractor must promptly notify FHATA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of FHATA.

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

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

4. LOBBYING CERTIFICATION

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. See 49 CFR 20.100.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is



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a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

5. FLY AMERICA CERTIFICATION

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

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

6. NON-COLLUSION AFFIDAVIT

The undersigned CONTRACTOR certifies, to the best of his or her knowledge and belief, that the contractor has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise.

The CONTRACTOR has not, directly, or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of FHATA, or of any bidder, or anyone else interested in the proposed contract.

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

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

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

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

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

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

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

All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

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

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

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

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

This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.

Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

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

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



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

Construction Terms and Conditions included

Other, please describe _____

Other, please describe _____

Signature and Certification

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

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

If it is later determined that the Contractor knowing rendered an erroneous certification, in addition to remedies available to FHATA, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor Name:

EIN: _____

DUNS No: _____

Address: _____

Name/Title of Authorized Official

Signature of Authorized Official

Date