

Invitation to Bid

**Bid Number: FY25-1001-WRAPS
Vehicle Wraps and Installation Services**



FLINT HILLS AREA TRANSPORTATION AGENCY, INC

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

Bids are due no later than
2:00 p.m. CST on August 23, 2024

In order to receive communication, including addenda's, regarding this Invitation to bid; 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.

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Vehicle Wraps and Installation Services

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Flint Hills Area Transportation Agency (FHATA)

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A. INVITATION TO BID

Flint Hills Area Transportation Agency (“FHATA” or Agency) is a unique combination of two legally separate Organizations working to provide the same common goal and vision to provide and promote the highest quality transit services to the Flint Hills communities. Flint Hills Area Transportation Agency, Inc. (a nonprofit corporation) and Flint Hills Area Transportation Board (a quasi-governmental entity) combined operate public transportation services including fixed route and demand response services in the tri-county area of Geary, Pottawatomie and Riley Counties, also known as the Flint Hills Region. Major fixed route services are offered in City of Manhattan and City of Junction City. FHATA partners with the local governments in each jurisdiction, as well as various businesses and Kansas State University (“KSU”).

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

1. Summary/Objective

FHATA is soliciting firms’ fixed price cost proposal for transit vehicle bus wrap printing and installation services for the period commencing August 2024 through June 30, 2027. FHATA reserves the right to exercise two (2) one (1) year extension options through June 30, 2029. It is FHATA’s intent to award one or more contracts for the wrap printing and installation services no later than August 30, 2024.

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. The selected Contractor shall furnish, deliver, and install the specified quantity of bus wraps on as needed basis. Prices agreed upon are to remain firm for the duration of the Master Agreement, unless otherwise specified. The total prices shall be exclusive of all taxes.

2. Bid Questions/Comments:

Any questions, comments or requests for clarification are due from bidders by **5:00 p.m. CST, August 7, 2024** 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 August 9, 2024. If required, FHATA’s response to these submissions will be in the form of an Addendum.

3. Bid Closing and Submission

Sealed Bids must be received with all required submittals as stated in the IFB, no later than **2:00 p.m. CST on August 23, 2024**. Bids received after time specified shall not be considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Bids not meeting specified delivery and method of submittal will not be opened nor considered responsive.

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

Submission: Envelopes or Subject Heading must be labeled “IFB / FY25-1001-WRAPS”. Proposals submitted via paper, must include one original hard copy signed by an authorized official, in addition to one unbound copy and/or digital copy (via flash drive). This is a sealed bid, no electronic submission of bids will be accepted. Proposals should be comprehensive, accurate, and effective without unnecessary bindings or decorative or extraneous materials. The proposal package should consist of two (2) volumes and properly labeled. Each volume described below should be separately bound in the envelope / electronic attachment and identified with IFB Number, name, offeror’s identify and volume number and volume title printed on the cover page. (See Section E.1 of the IFB)

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Bids and communication regarding the bids must be addressed and delivered to FHATA at the following address and labeled

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

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

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

4. Public Bid Opening

Public Bid Opening **2:00 p.m. CST on August 23, 2024**, will be held via TEAMS (Online), TEAMS information is provided in Section C of the IFB.

Flint Hills Area Transportation Agency (FHATA)

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B. NO BID REPLY FORM

To assist us in obtaining good competition for our Invitation For Bids, 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 “*Bid # FY25-1001 WRAPS*” on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Bidders’ List by indicating below.

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

Flint Hills Area Transportation Agency (FHATA)

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C. BID SCHEDULE

SCHEDULE ITEM	DUE DATE
IFB Issued / Advertised	July 24, 2024
Deadline for Bidder Questions, Comments, & Requests for Clarifications No pre-bid conference, must send questions in writing to mtuttle@fhata.org	5:00 PM (CST) on August 7, 2024
FHATA Response to Questions	August 9, 2024
Bid Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503	2:00 pm (CST) on August 23, 2024
Public Bid Opening: (via TEAMS) Microsoft Teams Join the meeting now Meeting ID: 284 536 906 970 Passcode: vLcAXN	2:00 pm (CST) on August 23, 2024
Contract Award (Anticipated)	August 30, 2024

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”).

FHATA is soliciting firms’ fixed price cost proposal for transit vehicle bus wrap printing and installation services for the period commencing August 2024 through June 30, 2027. FHATA reserves the right to exercise two (2) one (1) year extension options through June 30, 2029. It is FHATA’s intent to award one or more contracts for the wrap printing and installation services no later than August 30, 2024.

1.2 Project Overview

FHATA FLEET INFORMATION AND CURRENT BRANDING: The Agency currently has 27 Vehicles in the fleet, with five different versions of vehicle wraps. We are expecting to receive three additional vehicles before the end of August to be included in the first purchase order. In addition, we will be receiving three additional vehicles at a later date that is undetermined at this time. Currently the Agency has separate fleet branding for services that (a) operate in and around Junction City/Geary County; (b) for services that operate in and around City of Manhattan/Riley County/Pottawatomie County; (c) fixed route services operated on the Kansas State University Campus. FHATA is currently working with Kansas State University to rebrand their bus fleet for the fixed route services that operate on the college campus. The number of fleet branding will be reduced to one Flint Hills Services Wrap and the Kansas State University Branding that exists today. The fleet is made up of Ford E-450 20 Passenger Cut-Away Buses (various years with slight variations in the body year) and Ford Transit Van. Vehicle details and specifications are included in Scope of Services and Appendix 1.

INITIAL PURCHASE ORDER: The Agency will be expecting to rewrap at least 20 vehicles in the first purchase order but could be up to 30 vehicles. A second purchase order will be issued when the new vehicles arrive.

We are requesting the following services for each fleet branding:

- Kansas State University Fleet (KSU): A firm fixed bid for rewrapping existing fleet with existing designs as needed for repair and refresh. There will be no change to design at this time. We currently have 5 vehicles with KSU Branding. The allotment of buses will be at the discretion of FHATA, to be determined with issuance of each Purchase Order.
- Flint Hills Services: A firm fixed bid for rewrapping existing fleet and wrapping new vehicle as needed. The allotment of buses will be at the discretion of FHATA, to be determined with issuance of each Purchase Order.

Bidders must bid on all Pricing Tables and must provide cost associated with onsite installation if required. Awarded contractors must provide both printing of wraps and installation services, as well as services to remove existing wraps on buses.

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Scope of Work (continued)

2. Scope of Services, Objectives and Tasks:

2.1 General Scope, Objectives

- a) **Bus Sizes:** The bus wraps shall be for various sized vehicles but the entire fleet currently consists of Ford E-450 20-Passenger Cut-away Buses and one (1) Ford Transit Van. Bus sizes vary in actual length based upon the year and model of the vehicle, and therefore window and door placement can vary. The contractor shall provide wraps and installations services for all vehicle types. See [Appendix 1](#) for a complete listing of the vehicles including make/model/year and current service.
- b) **Wrap Materials:** The contractor shall provide bus vehicle wraps with cold laminate substrate material of white Vinyl 3M IJ 180CV3, 2-mil with gloss finish or an approved equal. See examples in Appendix 4-10 and the following sections for details of each Wrap Design Artwork. The contractor will be responsible for verifying artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped.

The graphic renderings may depict the wrap rolling over the top of the vehicle past the drip rail; however, the vehicle wraps shall be designed such that they stop at the drip rail. And the new wrap designs will not cover the windows.

- c) **Vehicle Wraps** will cover both sides of the vehicle (excluding windows), as well as minimum requirements for the back of the vehicle. In addition to the selected theme, at a minimum the vehicle will include minimum labeling (as described below), placement may vary dependent upon the vehicle size and placement of windows, doors, etc. and colors will vary depending upon the wrap branding (detailed in the next section): Samples have been provided below for visual purposes. Pictures are not drawn to scale. ATA reserves the right to add, remove, or otherwise modify any requirements and/or graphics to meet the operational and strategic objectives of the agency.



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Scope of Work (continued)

Driver Side and Passenger Side must include the following labels below. Wraps will not cover the windows (this is a change from current vehicle wraps). Placement may vary dependent upon size of vehicle, placement of windows and doors, and colors will match applicable wrap theme.

- Minimum 4” High contrasting vinyl letters ten-digit telephone number with two dashes “785-537-6345”
- Minimum 2.2” High contrasting vinyl letters website address “www.fhata.org”
- ataBus Logo

Rear Side

- aTaBus Logo matching theme colors minimum size 11” by 9.4”
- Minimum 3.3” High contrasting vinyl letters “General Public Transportation”
- Minimum 4” High contrasting vinyl letters ten-digit telephone number with two dashes “785-537-6345”

- d) The contractor shall be responsible to verify the vehicle measurements are accurate prior to production of the wrap. (e.g., the contractor shall measure the vehicle for proper fit for the wrap and make any adjustments needed to the Artwork to have it properly fit the vehicle. However, the contractor shall consult with the FHATA Marketing & Communications Specialist of any adjustments/changes needed prior to production. Approval for such changes must be obtained in advance.

There may be some design layout differences between the various model years that will require some adjustments and modifications to the wrap design and installation which shall be accommodated by the contractor.

- e) The contractor must provide a proof sample sheet on the wrap material to be used to FHATA prior to production of any order so that FHATA can verify and approve the colors utilized. The contractor must receive written approval from FHATA on the proof sample. If the ordered wraps received deviates from the approved proof sample, then the FHATA reserves the right to reject the wrap order and require the contractor, at the contractor’s expense, to replace the wraps.
- f) A notice of award issued by FHATA does not constitute an authorization for shipment of products or supplies or a directive to proceed with services. Before providing equipment, products, supplies, and/or services for FHATA, the contractor must receive a properly authorized purchase order and Notice to Proceed document.
- g) Prior to commencement of work the contractor must contact the FHATA Marketing & Communications Specialist for finalized artwork. A contact name and contact information will be provided to the awarded contractor(s) upon finalization of the contract award.
- h) If delivering the printed wraps to FHATA prior to performance of the installation services where the wraps will be stored at the facility, then contractor shall individually package the wraps and clearly label each package to indicate the specific wrap design, as well as, designate on the package label details as what is enclosed in the package (i.e., bus size and any other pertinent information to help identify the contents of the package).
- i) 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 (Refer to Section D, Paragraph 4). This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer. *All request for approved equals shall be received in writing no later than August 7, 2024.*

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Scope of Work (continued)

2.2 Kansas State University Branded Wraps

- a) Refer to [Attachment 2](#), Pricing Tables #1 for Bid Response Form and Bid requirements.
- b) Refer to [Appendix 2](#) for an example of the five (5) Wrap Designs Artwork. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped. The samples are provided for visual, ATA will provide actual design files at the request of the printer.
- c) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in [Pricing Table 5](#).
- d) For the vehicles wrapped using the special design for Kansas State University, the contractor must provide a proof sample sheet on the wrap material to be used to FHATA and KSU officials, prior to production of any order so that FHATA and KSU can verify and approve the colors utilized. The contractor must receive written approval from FHATA and Kansas State University on the proof sample. If the ordered wraps received deviates from the approved proof sample, then the FHATA reserves the right to reject the wrap order and require the contractor, at the contractor's expense, to replace the wraps.
- e) All work related to Kansas State University is copyrighted and cannot be reproduced without consent from KSU officials.

2.3 Flint Hills Services Branded Wraps – Fixed Routes

- a) Refer to [Attachment 2](#), Pricing Table #2 for Bid Response Form and Bid requirements. Pricing should include the cost to remove existing wraps.
- f) Refer to [Appendix 3](#) for an example of the Wrap Designs Artwork. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped. The samples are provided for visual, ATA will provide actual design files at the request of the printer.
- b) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in Pricing Table 5.

2.4 Flint Hills Services Branded Wraps – Demand Response

- a) Refer to [Attachment 2](#) Pricing Table #3 for Bid Response Form and Bid requirements. Pricing should include the cost to remove existing wraps and install new.
- b) Refer to [Appendix 4](#) for an example of the two (2) Wrap Designs Artwork, Theme 1: Red and White and Theme 2: Black and Purple. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped.
- c) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in Pricing Table 5.

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Scope of Work (continued)

3. Timeline / Deliverables:

Contractor must provide an estimated timetable for delivery of wraps, and completion of installation. General time table should include the length of time needed for transport of vehicles (if required), wrap removal, and installation, identifying the length of time a vehicle will be required to be out of service operations.

4. Inspection and Acceptance:

Within ten (10) calendar days of receipt of each order, the contractor shall understand and agree that all supplies/products and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective may be rejected. FHATA shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date (ie within ten calendar days) by which replacements must be received.

5. Installation

- a) The contractor will be responsible for the placement of full wraps on a variety of vehicle sizes.
- b) The contractor shall be responsible for cutting out and trimming the wraps as appropriate for the various vehicle features (such as cutting out window and door entry areas; trimming around light fixtures trimming, around door handles, wheelchair access latches, emblems, etc.).
- c) FHATA shall ensure that the buses have been properly cleaned prior to releasing the buses to the installation contractor for wrap installation.
- d) The contractor shall remove any decals and advertisements on the vehicles prior to placing the wraps on the vehicles. The contractor shall document what decals and advertisements were removed and inform FHATA.
- e) Prior to proceeding with the initial wrap installation, the contractor shall meet or discuss with the FHATA Marketing and Communications Specialist to review the vehicle to be wrapped and receive any guidance instruction on the wrap layout.
- f) The contractor must be able to perform a high complexity level of hands-on transit vehicle wrap installation that includes but is not limited to:
 - i. Flat Substrates
 - ii. Curves
 - iii. Corrugations
 - iv. Rivets
 - v. Seams
 - vi. Perforated Window Film
- g) The contractor shall be responsible for the proper disposal of any waste material generated during the wrapping process in accordance with Federal, State, and Local regulations and laws.
- h) Installation Location: If the awarded contractor is outside 100 mile radius of our headquarters, the contractor shall be required to wrap the vehicles on-site at the FHATA's site listed in Appendix #1 during the timeframes specified for the location or provide a reasonable transport option for transporting vehicles to and from offsite location. If the contractor is within the 100 miles radius they have the option of choosing onsite FHATA Facility or offsite at vendor location.

Either option must be planned and coordinated for efficiency and ensuring that no one single vehicle is out of service operations for more than 5 business days (including transport time to/from offsite location). No more

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Scope of Work (continued)

than three transit vehicles can be out of peak service times for purposes of wrap services. The installation schedule and logistics will be mutually agreed upon between FHATA and the Contractor in advance. The contractor must coordinate with the FHATA Project Manager at least four (4) days prior to arrival on-site or expected delivery of vehicles.

Travel expenses (if applicable) shall be pursuant to Appendix 6. The contractor must plan to wrap as many vehicles as possible per trip with the timeframe available per site location in order to minimize the number of trips made to the facility.

- i. Onsite at FHATA Facility: If the Contractor intends to utilize FHATA Transit's facilities for indoor vehicle wrap and graphic installation, the following applies:
 - FHATA currently operates a Maintenance Facility, which should have indoor space for approximately one (1) to two (2) vehicles at a time if graphic installations are performed during the day. If graphic installation are performed during the Graveyard shift between 8:00 PM and 6:00 AM, FHATA's indoor space may accommodate up to four vehicles at a time.
 - Workspace will be provided indoors. Space available may not have optimal lighting for installation and the space is heated but is not climate controlled for air conditioning. Contractors may want to assess and determine whether additional lighting should be planned prior to start of services. Any additional lighting needs shall be the responsibility and expense of the contractor. FHATA shall provide electrical outlets/extension cords as needed.
- ii. Contractors Facilities: The Contractor may elect to utilize its own facilities, or a rented; leased facility, to complete the installation of vehicle wraps and graphics as state herein.

6. Quality Assurance and Inspections:

- a) During the performance of the installation services, if the contractor damages any features on the vehicle, the contractor shall notify FHATA immediately within two (2) hours of the discovery of the damage, and the contractor shall be responsible for replacing and/or repairing the feature(s) prior to continuing performance of the Scope of Work. The Contractor shall not be entitled to any adjustment in the contract price for any work resulting from Contractor damage.
- b) The Contractor shall allow authorized FHATA staff to perform quality control inspections of the vehicle wrapping installation services at any point and at multiple times throughout the installation process. The Quality Control inspections shall be for the purpose of ensuring that the installation services are performed in accordance with the IFB requirements and vehicle wrap installation best practices for consistent quality that meets FHATA's needs and requirements.

7. Vendor Qualifications

- a) The bidding contractor (company supplying the bid response) must have been in the commercial vehicle wrap and commercial vehicle wrap installation services business a minimum of three (3) consecutive years.
- b) The Contractor must have demonstrated a high level of professionalism and skill, with a proven track record of wrap design, creation and installation for commercial vehicles of similar sized vehicles as indicted herein (see [Appendix 1](#)). Refer to Attachment 4 "References" where the vendor should provide a minimum of three (3) references for the provision of wraps and installation services that is similar in nature, size, and scope as what is requested in this IFB.

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Scope of Work (continued)

8. Warranty/Guarantees:

- a) **Warranty on Installation Services:** FHATA requires a minimum warranty term of ninety (90) days for wrap installation workmanship and must be free of defects pertaining to the provisions of installation services. If the contractor ruins the bus vehicle wrap during installation services, the contractor shall be responsible for the expense in replacing the vehicle wrap and shall not charge additional fees for re-installation of the new wrap.
- b) **Warranty; Warranty of Title:** The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to FHATA by any other clause in this Contract.

Upon final acceptance by FHATA of all work to be performed by the Contractor, FHATA shall so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.

Contractor shall provide FHATA with good and marketable title to all products, equipment or materials delivered under this Contract, free and clear of all liens and encumbrances.

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E. BID INFORMATION/INSTRUCTIONS

1. Bid Submission:

Details and instructions on Bid Submission including submission due dates and locations can be found in Section A of the IFB. At a minimum, each Bid must contain the following elements:

Item	Description	RFQ Reference
VOLUME 1: TECHNICAL PROPOSAL (Maximum page limit 30 pages)		
A	Cover Letter: Brief letter, signed by an authorized person, and should identify all materials and enclosures being forwarded in response to the IFB. It shall be written on contractor letterhead and contain the contractor name, address, telephone number and name of contact person and their email address.	
B	Understanding of Project: A written technical proposal with supporting information and documentation must be included. The Bid shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials. Responses to Specific Scope Section D should be clearly identified. If a subconsultant is proposed to complete a portion of the scope, (ex. installation services) the subcontractor must be identified as well as their role must be specifically stated.	Section D Scope of Work
C	Experience and Qualifications: Provide a description of bidder company and statement of your experience, including material which demonstrates sufficient personnel with the licenses, disciplines, skills, experience and equipment required to complete the contract in a satisfactory manner. Must include details of proposed subcontractors and their work experience. Must identify designated project manager, who will function as the primary point of contact between FHATA and the team proposed to provide services through Task Order.	Section D Scope of Work
D	Subcontractor Utilization Plan: Subcontractors must be approved by FHATA prior to contract award. If applicable, proposer shall provide information regarding unaffiliated firms that will perform a portion of the work.	Section D Scope of Work
E	References: Provide at least three (3) references to which bidder has provided similar services over the past five years. Contact information for all references must be up to date.	Section F Evaluation & Attachment 4
F	Relevant Projects: Relevant projects should be recent, completed within the last five (5) years. Must provide a minimum of five (5) projects and not more than seven (7) similar in terms of project type, size, complexity, budget, and schedule.	Section F Evaluation
G	Additional Documentation: Any additional information provided Proposer shall submit any other documents necessary to complete this proposal. This may include technical information or product brochures.	
VOLUME 2: PRICE PROPOSAL AND ACKNOWLEDGEMENTS DOCUMENTS		
A	All bidders shall complete a Vendor Registration Form (Attachment 1). If you have one on file with FHATA and it is over one year since completion, it is recommended that you submit an updated form.	Attachment 1 Vendor Registration Form
B	Contract Terms and Conditions and Certifications: Section G must be signed in its entirety, and each page initialed for agreement to terms and conditions, including ALL required Federal and State clauses and certifications. Missing or improperly executed forms could be considered incomplete and non-responsive.	Section G Terms and Conditions and Required Certifications
C	Proposal Response Form: Proposals submitted on any other form may be considered non-responsive and therefore rejected. The authorized person signing the proposal shall initial any erasures, corrections or other changes appearing on the Proposal Response Form.	Attachment 2
D	Acknowledgement of Addenda (if any): In the event that Addenda are issued against this IFB, proposers will be issued a Receipt of Addenda Form to complete and return with the IFB, acknowledging receipt of all addenda issued. This is to safeguard FHATA and the bidder against failure to communicate any important information and changes to the scope of the procurement.	Attachment 7
E	Other Forms and Acknowledgements (if any): Additional forms and acknowledgments requested in Section I must be provided as requested.	Section I

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Bid Information/Instructions (continued)

2. Communications:

- a) In cases where communication is required between Bidder and FHATA, such as requests for information, instruction, clarification of specifications, etc. such communication shall be forwarded directly to Melanie Tuttle at mtuttle@fhata.org or fax to Finance Department at 785.537.6327.
- b) Any communication by Proposers with other FHATA employees, or with FHATA officers, agents, board members or any other individuals directly associated with FHATA, may result in the immediate disqualification of the bidder from consideration from the award of this contract.
- c) Questions received via facsimile, e-mail, or by telephone will be answered only in writing, and both the question and answer will be shared with all known solicitation holders and published on FHATA website.
- d) In order to receive communication, including addenda's, regarding this Invitation to Bid; you must notify Melanie Tuttle via email of your interest in this solicitation, mtuttle@fhata.org. All communication will be sent to known solicitation holders via email. FHATA will not be responsible for communicating with firms that do not notify us of their interest in this solicitation.

3. Bid Pricing:

- a) Bids shall be firm and final.
- b) Bidders 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 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.
- 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 the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
- f) Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g) Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.

Flint Hills Area Transportation Agency (FHATA)

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Bid Information/Instructions (continued)

4. Omissions and Form of Contract:

- a) **Omissions.** The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this IFB or not. The bidder should clearly identify any omissions to the requirements set forth in the IFB.
- b) **Form of Contract.** A **sample** copy of the standard FHATA contract is attached to this IFB as Appendix 7. 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. **Bids shall not stipulate any conditions or exceptions to the bid package or addenda.** The successful bidder will be expected to execute this contract. Contractors who take exception to the contract terms and conditions may contact the Buyer of Record prior to the due date to address concerns. However, consideration will only be given to negotiating terms and conditions not required by the Federal Transit Administration (FTA) which will be included in the final contract.

5. Authorization to Bid:

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

6. Incomplete Bid:

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

7. Withdrawal of Bids:

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

8. Disclosure of Proprietary Information:

- a) A bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the bids:
 - 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 bid 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 Bidder.

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Bid Information/Instructions (continued)

- b) After either a contract is executed pursuant to the IFB, or all bids are rejected, the bids will be considered public records open for inspection. If access to documents marked “Proprietary Information,” as provided above, is requested under the Kansas Open Records Law, FHATA will notify the Bidder of the request and the Bidder shall have the burden to establish that such documents are exempt from disclosure under the Law. Notwithstanding the foregoing, in response to a formal request for information, FHATA reserves the right to release any documents if FHATA determines that such information is a public record pursuant to the Kansas Law.

9. Protests:

- a) The Agency’s Bid Protest Policy can be found on our website at <https://www.fhata.org/about-procurement>. Policy includes information regarding pre-submittal, post-submittal/pre-award, and post award.

- b) All protests must be submitted to:

Flint Hills Area Transportation Agency
Attn: Procurement Officer
5815 Marlatt Avenue
Manhattan, KS 66503

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

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

10. Disadvantaged Business Enterprise (DBE) Requirements:

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. FHATA has established an overall goal for DBE participation of 1.16 percent. **There is no contract goal for this procurement, however a task order may be issued with a specific project goal.** Information regarding FHATA’s DBE policy and procedures can be found at <https://www.fhata.org/dbe>

Flint Hills Area Transportation Agency (FHATA)

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F. BID EVALUATION, ACCEPTANCE AND AWARD

1. Bid Evaluation:

- a) It is the intent of FHATA to award one contract to the responsive and responsible bidder whose bid conforms to this IFB and is the lowest in price. Factors such as discounts, transportation costs and life cycle costs will be considered in determining which bids are lowest in price.
- b) A responsible bidder possesses the ability to perform successfully under the terms and conditions of the proposed contract considering matters including Contractor integrity, record of past performance, and financial and technical resources.
- c) The low bidders will be required to demonstrate its ability to provide the times and/or perform services contained in the solicitation, in a timely manner, to the complete satisfaction of the Authority. Doubt as to technical ability, productive capability, and financial strength which cannot be resolved affirmatively may result in a determination of non-responsibility by FHATA.
- d) If the low bidder is eliminated, then the second lowest bidder will be required to demonstrate its ability to perform services as described herein. This process will continue to the next lowest bidder until a bidder successfully meets the specification requirements.
- e) FHATA reserves the right to investigate the qualifications of all bidders under consideration to confirm any part of the information furnished by a bidder, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.

2. Bid Acceptance: (Refer to sample contract [Appendix 4](#))

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

3. Unbalanced Bid:

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

4. Bid Award:

- a) The procurement shall be awarded on the basis of lowest responsive bidders complying with all the conditions of the bids, specifications, and instruction. FHATA reserves the right to award any or all items of the bid or not to award at all.
- b) In the case of multiple items, FHATA reserves the right to award the entire bid to one bidder, or to split the award of the items to multiple bidders.
- c) If awarded at all, the bid(s) may be awarded to the bidder(s) whose total price is lowest, whose bid is responsive to the invitation thereof, and who is determined to be technically and financially responsible to perform as required. The FHATA reserves the right to accept another bid, if it is in the best interest of FHATA. **Conditional bids and any bid taking exception to these instructions or conditions, to the contract conditions or specifications, or to other contract requirements shall be considered nonresponsive and shall be rejected.**

5. Purchase Order or Contract:

- a) Upon acceptance and award of a bid by FHATA, a purchase order or contract shall be issued thereon and shall constitute a contract for furnishing the items described in the bid in strict conformity with the specifications and bid conditions.

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Bid Evaluation, Acceptance and Award (continued)

- b) The purchase order or contract shall be considered as made in Manhattan, Kansas, and the construction and enforcement of it shall be in accordance with the laws of the State of Kansas except those pertaining to conflicts of law.

6. Bidder's Responsibilities:

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

7. Reservations:

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

8. Licenses and Permits:

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

9. Required Certifications and Documentation:

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

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G. CONTRACT TERMS AND CONDITIONS

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
785.537.6345

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.



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GENERAL PROVISIONS

1. VENDOR REGISTRATION FORM

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

2. HEADINGS

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

3. AGREEMENT IN ENTIRETY

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

4. ASSIGNMENT

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

5. SEVERABILITY

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

6. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

7. CHANGES

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

8. DISPUTES

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

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

9. REQUESTS FOR PAYMENT

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

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

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

d) Subcontractor Payments

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

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

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

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

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

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

10. RIGHT TO OFFSET

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

11. SUSPENSION OF WORK

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

12. BANKRUPTCY

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



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13. INDEPENDENT CONTRACTOR

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

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

14. SUBCONTRACTORS

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

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

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

15. DELIVERY

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

16. ACCEPTANCE OF MATERIALS – NO RELEASE

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

17. INSPECTION OF SERVICES

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

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

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

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

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

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

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

18. CONFLICTS OF INTEREST (ORGANIZATIONAL)

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

19. PROHIBITED INTERESTS

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

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

20. LICENSING, LAWS, AND REGULATIONS

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

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

21. INSURANCE

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

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

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

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

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

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



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

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

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

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

22. LIABILITY AND INDEMNIFICATION

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

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

(c) **Indemnification.**

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

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

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

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

23. CONFIDENTIALITY OF INFORMATION

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

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

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

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

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

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

24. PATENT INDEMNITY

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

FEDERAL PROVISIONS

1. CIVIL RIGHTS

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

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



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

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

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

2. ENVIRONMENTAL REGULATIONS (ADDITIONAL REGULATIONS)

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

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

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

3. VETERANS EMPLOYMENT

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

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

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

4. TERMINATION

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

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

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

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

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

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

5. BREACH OF CONTRACT; REMEDIES

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

6. EMPLOYEE PROTECTION

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

7. RESOLUTION OF DISPUTES AND LITIGATION

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



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STATE OF KANSAS PROVISIONS

1. ACCEPTANCE OF CONTRACT

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

2. INFORMATION

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

3. THE ELEVENTH AMENDMENT

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



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CERTIFICATIONS (FEDERAL AND STATE REQUIRED)

1. QUALIFICATION CERTIFICATION

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

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

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

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

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

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

(d) Good Cause, includes the following circumstances:

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

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

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

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

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

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

4. LOBBYING CERTIFICATION

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

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



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

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

5. FLY AMERICA CERTIFICATION

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

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

6. NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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Standard Terms and Conditions
Federal and State Clauses and Certifications

Initials _____

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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

H. APPENDIX:

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

1. [Vehicle Listing](#)
2. [Kansas State University Branding](#)
3. [Flint Hills Services Branding – Fixed Routes](#)
4. [Flint Hills Services Branding – Demand Response](#)
5. [Disadvantaged Business Enterprise \(DBE\) Requirements](#)
6. [Travel Policy](#)
7. [Sample Contract](#)

Flint Hills Area Transportation Agency (FHATA)

Bid #: FY25-1001 WRAPS

Appendix

1. VEHICLE LISTING AND HEADQUARTERS LOCATION

Site Address: 5815 Marlatt Avenue, Manhattan, Kansas 66503
 Delivery: 7:00 a.m. to 7:00 p.m. Monday through Saturday

FLINT HILLS BRANDED WRAPS:

Vehicle ID	Year	Make	Model
1101	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1102	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1103	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1104	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
2710	2021	FORD/DIAMOND	E-450/VIPPT2000 Cut-away
2711	2021	FORD/DIAMOND	E-450/VIPPT2000 Cut-away
2712	2021	FORD/DIAMOND	E-450/VIPPT2000 Cut-away
2713	2021	FORD/DIAMOND	E-450/VIPPT2000 Cut-away
2715	2021	FORD/DIAMOND	E-450/VIPPT2000 Cut-away
2802	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
2804	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
2809	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
7691	2017	FORD/MASTERS	TRANSIT 350
2082	2017	FORD/ELDORADO	E-450/ADVANTAGE Cut-away
2199	2017	FORD/GOSHEN	E-450/IMPULSE Cut-away
1105	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1106	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1107	2016	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
2071	2017	FORD/ELDORADO	E-450/ADVANTAGE Cut-away
2081	2017	FORD/ELDORADO	E-450/ADVANTAGE Cut-away
2807	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
7375	2015	FORD/ELDORADO	E-450/ADVANTAGE Cut-away

KSU BRANDED WRAPS:

Vehicle ID	Year	Make	Model
1861	2018	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1865	2018	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1866	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1867	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away
1868	2019	FORD/STARCRAFT	E-450/ALLSTAR Cut-away

Flint Hills Area Transportation Agency (FHATA)

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Appendix:

Sample Vehicle: CUT AWAY



Flint Hills Area Transportation Agency (FHATA)

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Appendix

2. KANSAS STATE UNIVERSITY BRANDING (5 Themes) (KSU)

- a) 5 Different Themes, 1 Per Vehicle
- b) Pricing Table #1 for Bid Response Form and Bid requirements. Pricing should include the cost to remove existing wraps
- c) The following pages include the 5 Designs for purposes of pricing and visual purposes. Some designs may have small changes reflected. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped. **ATA reserves the right to add, remove, or otherwise modify any requirements and/or graphics to meet the operational and strategic objectives of the agency.**
 - i. Front: Must include “K-STATE” above the Grill
 - ii. Driver and Passenger Side must include the minimum wording listed in the previous section D.4 and additional artwork as shown in each of the Theme’s provided in Attachment 4.
 - iii. Rear must include the minimum wording listed in the previous section D.4. Separate pricing in Attachment 2 must be provided to include the additional Artwork found in Attachment 4.
- d) The bus wraps shall be in the following colors listed below:

PMS 268+		WHITE		K/BLACK		20 PERCENT K/BLACK		40 PERCENT K/BLACK	
C	82 PERCENT	C	-	C	-	C	-	C	-
M	100 PERCENT	M	-	M	-	M	-	M	-
Y	0 PERCENT	Y	-	Y	-	Y	-	Y	-
K	12 PERCENT	K	-	K	100 PERCENT	K	20 PERCENT	K	40 PERCENT
R	81	R	255	R	0	R	209	R	167
G	40	G	255	G	0	G	209	G	167
B	136	B	255	B	0	B	209	B	167
HEX #512888		HEX #FFFFFF		HEX #000000		HEX #D1D1D1		HEX #A7A7A7	

- e) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in Pricing Table 5.

Reproduction of any logos or wordmarks is prohibited without the approval of Kansas State University and Learfield Licensing Partners. For licensing information, please contact Learfield Licensing Partners at (317) 669-0808.

Flint Hills Area Transportation Agency (FHATA)

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Appendix:

Design 1: Angry Cat



Design 2: Older Cat "Cocaine Willy"



Flint Hills Area Transportation Agency (FHATA)

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Appendix:

Design 3: Powercat



Design 4: Sailor Wildcat

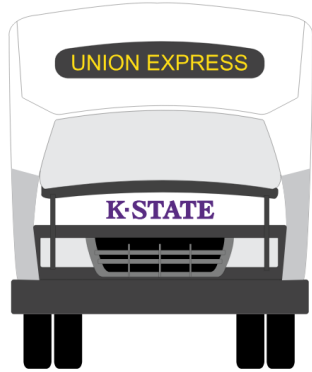


Flint Hills Area Transportation Agency (FHATA)

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Appendix:

Design 5: Willie the Wildcat



Flint Hills Area Transportation Agency (FHATA)

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Appendix:

3. FLINT HILLS SERVICES BRANDING – FXIED ROUTES (1 THEME)

- a) Pricing Table #2 for Bid Response Form and Bid requirements. Pricing should include the cost to remove existing wraps.
- b) Refer to Section D for minimum requirements on all vehicle wraps.
- c) Sample design below is provided for visual, as the design is still in progress and will need final approval. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped. *ATA reserves the right to add, remove, or otherwise modify any requirements and/or graphics to meet the operational and strategic objectives of the agency.*
- d) The bus wraps shall be in the following colors listed below:
 - Color scheme to be determined once design is finalized
 - i. ATA Logo: White: C:0 M:0 Y:0 K:0; Black: C:0 M:0 Y:0 K:100; Pantone Red: 485C
- e) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in Pricing Table 5.



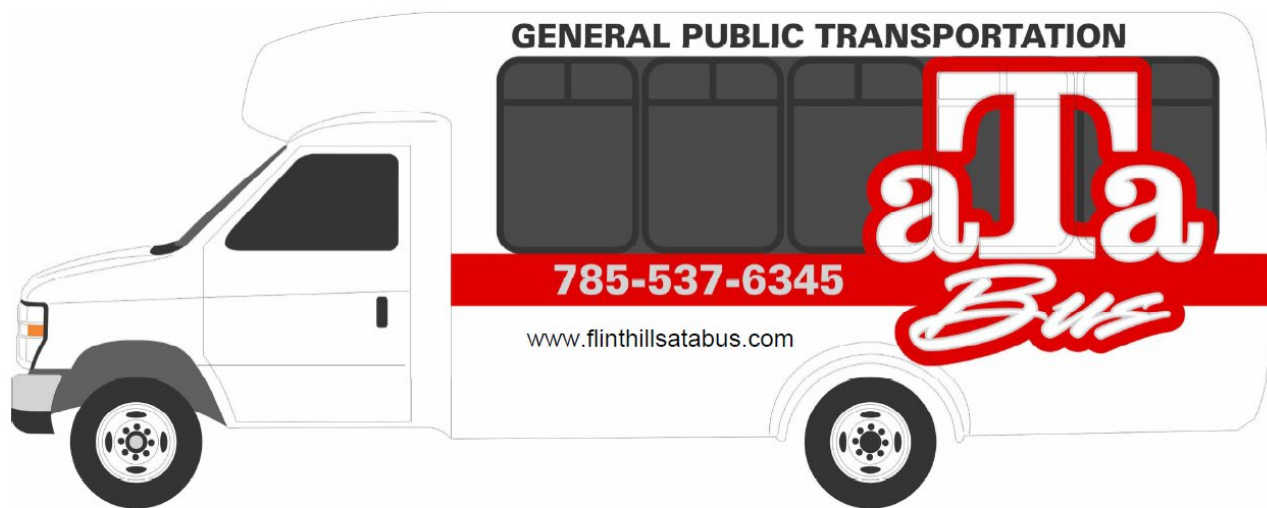
Flint Hills Area Transportation Agency (FHATA)

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Appendix:

4. FLINT HILLS SERVICES BRANDING – DEMAND RESPONSE (1 THEME)

- a) Pricing Table #3 for Bid Response Form and Bid requirements. The bid is for removal of existing wraps and new wrap installation.
- b) Refer to Section D.4 for minimum requirements on all vehicle wraps.
- c) Sample design below the current demand response wrap and provided for visual purposes. The updated design is in process and will be similar, however the wrap will no longer be placed over the window. The contractor will be responsible for checking artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped. **ATA reserves the right to add, remove, or otherwise modify any requirements and/or graphics to meet the operational and strategic objectives of the agency.**
- d) The bus wraps shall be in the following colors listed below:
 - ii. White: C:0 M:0 Y:0 K:0
 - iii. Black: C:0 M:0 Y:0 K:100
 - iv. Pantone Red: 485C
 - v. Pantone Dark Gray: 433C
- e) Wrap Panels: The contractor shall also provide wrap panels necessary for repair work when the vehicle gets damaged in some manner and a portion of the wrap design needs to be replaced. Pricing for Wrap Panels should be listed in Pricing Table 5.



Flint Hills Area Transportation Agency (FHATA)

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Appendix

5. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. FHATA has established an overall goal for DBE participation of 1.16 percent. **There is no contract goal for this procurement, however individual project goals may be established per Task Order.** Information regarding FHATA's updated DBE policy and procedures can be found at <https://www.fhata.org/dbe>

1. If applicable, provide a list of subcontractors, including their DBE status and estimated contract amounts using Forms 1 -3. A contractor must make efforts to invite DBE participation and must document those efforts. A list of qualified Kansas DBE businesses may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>.
2. **Non-discrimination** - The contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as FHATA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph. See 49 CFR 26.13(b).
3. **DBE Certification** - FHATA will only recognize firms that are certified as DBE's under the DOT guidelines found in 49 CFR Part 26 and must be certified with the Kansas Department of Transportation (KDOT). The KDOT list of certified firms may be found at <https://kdotapp.ksdot.org/dbecontractorlist/>. Firms not certified by KDOT will not be considered.
4. **DBE Participation Credit** - DBE firms may participate as Prime Contractors, Subcontractors or Suppliers.

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

- a) The total contract dollar amount that a qualified DBE Prime Contractor earns for that portion of work on the contract that is performed by its own workforce, is performed in a category in which the DBE is currently certified and is a commercially useful function as defined by the Program. DBE Prime Contractors must perform thirty percent (30%) of the contract value.
- b) The total contract dollar amount that a Prime Contractor has paid or is obligated to pay to a subcontractor that is a qualified DBE; and
- c) Subcontractor participation with a lower tier DBE subcontractor; and
- d) Sixty percent (60%) of the total dollar amount paid or to be paid by a Prime Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a qualified DBE. If the DBE is a manufacturer of the supplies, then one hundred percent (100%) may be credited, to be determined on a case-by-case basis.
- e) **NO CREDIT**, however, will be given for the following:
 - i. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and
 - ii. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and
 - a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 - b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

Flint Hills Area Transportation Agency (FHATA)

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5. Documents Due at Bid Closing:

- a) **Schedule of Participation by Contractor and Subcontractors** - This form is to be completed and should include all subcontractors scheduled to perform on the project. The first section, "Prime Contractor," is the amount of work the Prime will be performing. List all DBE and non-DBE subcontractors in the second section. The "DBE % Participation" is the amount of work each DBE (prime or sub) will perform compared to the total contract amount. If using DBE suppliers count 60% of their contract amount.
 - Total Value of Work: Total Bid/Proposal Amount
 - Total DBE Participation: Total amount of all work to be performed by DBEs (subs or primes)
 - Total DBE Percentage: Dollar amount of "Total DBE Participation" divided by "Total Value of Work"
- b) **Letter of Intent to Subcontract** - To be completed for each DBE firm on the project and signed by both the Prime and the DBE.
- c) **Contractor Utilization Plan/Request for Waiver** - This is a commitment that the Prime understands the DBE participation required on the project. In the event the Prime is not making a commitment to meet or exceed the established goal on the project, they must request a waiver and provide documentation that good faith efforts were expended to try to meet the goal. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make.

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

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

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

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

- The names and addresses of DBE firms that will participate in the contract.
- A description of the work that each DBE will perform.
- The dollar amount of the participation of each DBE firm participating.

- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
- If the contract goal is not met, evidence of good faith efforts (see next section for examples).

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

Flint Hills Area Transportation Agency (FHATA)

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Appendix:

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - Negotiating in good faith with interested DBEs.
 - a. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, include DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs.
 - If a firm is certified in another state or with another department, they can find information [here](#) about applying for KDOT certification. Contractors can share this information to firms interested in becoming certified as part of their good faith effort in the bid process. Additional resources can also be obtained through Local Small Business Development Center at Washburn University. <https://washburnsmallbusiness.com/>
6. **Documents Due After Award:**
- a) FHATA reserves the right to review the Contractor's written agreement with its subcontractors (DBE and non-DBE) to confirm that required federal contract clauses are included. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation.
 - b) **Subcontractor Monthly Utilization Report** - Contractors will be required to submit this report with each pay application to FHATA. This report will include payments to ALL subcontractors – DBE and non-DBE. FHATA may require lien waivers from all subcontractors before reimbursement is made to the Contractor. FHATA may perform random audits and contact minority subcontractors to confirm the reported participation. Failure to meet the contracted goal without documented evidence of good faith effort may result in the termination of the contract.
 - c) **Request for Modification, Replacement or Termination of Disadvantaged Business Enterprise (DBE)**

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Project Participation - Contractor is responsible for meeting or exceeding the DBE commitment amounts listed on the *Schedule of Participation by Contractor and Subcontractors* form submitted as part of Contractor's Bid Documents and as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendment modifying the amount Contractor is to be compensated will impact the amount of compensation due to DBEs for purposes of meeting or exceeding the Bidder/Proposer commitment. Contractor shall consider the effect of a Change Order or amendment and submit a Request for Modification/Substitution if the DBE commitment changes.

- i. **Termination Only for Cause** - Once the contract has been awarded; Contractor may not terminate a DBE subcontractor without FHATA's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
 - ii. **Good Cause** - Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract; or
 - b. The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - c. The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements; or
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law; or
 - f. The DBE subcontractor is not a responsible contractor; or
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels FHATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non- DBE contractor.
 - iii. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to FHATA, of its intent to request to terminate and/or substitute, and the reason for the request.
 - iv. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise the FHATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why FHATA should not approve the Prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- d) **DBE Job-Site Review Commercially Useful Function (CUF) Determination.** FHATA will be conducting on-site interviews with all DBE contractors. The number of interviews will be based on the DBE's projected scope of work. FHATA staff will work closely with the Prime Contractor on the project schedule to determine when DBE subcontractors will be on the project.

For questions concerning FHATA's DBE Program or Vendor Registration/Affirmative Action Requirements please contact FHATA's DBE Liaison Officer at (785) 537-6345 or via email at dmcnelly@fhata.org.

Flint Hills Area Transportation Agency (FHATA)

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Appendix

6. TRAVEL POLICY

General Policy

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

Receipts, paid bills or other documentary evidence for expenditures must be submitted with requests for reimbursement. The request for reimbursement must clearly indicate the amount, date, place and essential character of the expenditures. The FHATA reserves the right to modify this travel policy with proper notification to Contractors.

1. **Airfare:** Commercial airline, coach class seating only. When possible, trips should be planned far enough in advance to assure purchase discounts.
2. **Travel Per Diem Rate:** Contractors may bill travel per diems (lodging, meals and incidentals) in accordance with the per diem rates for Kansas issued by federal government and found at www.gsa.gov. Daily rates through September 2024 are as follows, rates are adjusted when US General Services Administration issues updates.
 - a. **Hotels and Lodging:** Maximum daily rate \$107.00 plus taxes and hotel fees for Manhattan, KS. Rates in excess of GSA per diem rates must have prior written authorization from FHATA.
 - b. **Meals / Incidentals:** Actual costs of meals, including tips less than 17%, will be reimbursed up to a maximum of \$59.00 per person per day. Actual receipts must be submitted (including details). A receipt that included Alcoholic beverages are strictly prohibited and are **not** an eligible reimbursable expense.
3. **Auto Rental:** Rental or leased vehicles will not be reimbursed unless pre-approved in writing by FHATA in advance. The class of auto selected, if authorized, should be the lowest class appropriate for the intended use and number of occupants.
4. **Telephone:** Telephone, cell phone and internet costs are **not** eligible reimbursable expenses.
5. **Number of Trips to Travel Home on Weekends:** When extended stays in Manhattan are required, the FHATA will reimburse for trips home on weekends only every third weekend.
6. **Taxis, Airport Shuttles, Public Transportation:** Transportation between the airport and hotel will be reimbursed. Contractors should consider the number in their party and compare taxi rates to airport shuttle fees when the shuttle serves the hotel. Contractors will be permitted to ride Flint Hills ATA Public Transportation Services for free, and will be provided passes.
7. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the three-county region (Riley County, Geary County, and Pottawatomie County) will be reimbursed at FHATA's current rate (2024) of \$0.67 per mile (based on the IRS current established rate).

Flint Hills Area Transportation Agency (FHATA)

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Appendix: Sample Contract (continued)

7. SAMPLE CONTRACT

THIS CONTRACT (the "Contract"), made and entered into as of the 24 day of July, 2019, 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 VENDOR ("Contractor"), with offices in LOCATION.

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 bid submitted by the Contractor dated ENTER BID RESPONSE DATE, a copy of which is attached hereto as Appendix D and incorporated herein by reference ("Bid").

2. SCOPE OF CONTRACT.

The Contractor shall provide the products, equipment, materials and/or work services consistent with the Invitation for Bid (IFB) solicited by the FHATA, dated IFB DATE entitled "IFB # and TITLE" (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 DETAILS ABOUT BID as needed at the firm, fixed prices stated in the Appendix C attached hereto for 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 # MONTHS (YEARS) beginning START DATE and expiring on ENDING DATE, with an option to exercise two (2) one (1) year extensions through 202. 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 contract agreement shall be completed and as construed by FHATA to be within the "contract term".

4. CONTRACT SUM.

FHATA shall pay the Contractor in current funds for the provision of products and the performance of the services (Appendix B to this Contract), subject to (a) the terms and conditions of the Contract and (b) any FHATA authorized additions or deductions by "Change Order", if applicable, as provided in this Contract. The contractor shall be paid for the work performed at the rates set out in the Contractor's pricing bid response (Appendix C). A breakdown of the Contract Sum is provided in the Bid 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

Appendix B. Scope of Work; and

Appendix C. Cost Page Submitted by Contractor; and

Appendix D. Contractor's Original Bid Response; and

Appendix E. Original IFB _____ and any addendums thereto

Appendix F. Signed Federal and State Clauses

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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

Appendix

I. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:

The following forms and certifications are provided as follows. Each of these forms should be completed and included with the proposal packet. If any of these forms are left out, incomplete or not signed where applicable the proposal could be considered nonresponsive and therefore could be rejected. The following should be included with Volume 2 of Response to IFB.

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

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

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

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

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

NAICS CODE(S):

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

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

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

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

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

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

Termination:

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

United States Product and Service Preference

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

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

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

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

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

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

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

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

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

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

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

AFFIDAVID OF NON-COLLUSION

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

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

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

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

Signature	Date	Printed Name	Title

The following documents must be returned:

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

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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

Appendix

2. PROPOSAL RESPONSE FORM (PRICING PAGES)

The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the IFB. 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.

Bids shall be submitted on the Bid Response Form (Attachment 2) provided. **Bids 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 Bid Response Form. *No written comments, modifications or interlineations to the Bid Response Form will be accepted.*

The awarded contractor shall be required to wrap the vehicles on-site at the facility located at 5815 Marlatt Avenue, Manhattan, Kansas during the timeframes specified in Appendix H1. **Bidders must bid on all of the following Pricing Tables.** Awarded contractor must provide both wraps and installation services as well as wrap removal for re-wrap services.

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Invitation For Bids and any subsequent Addenda. The Bidder 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 IFB. 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

Name (Type / Print)

Telephone #

Facsimile #

E-mail Address

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

Appendix

Proposal Response Form (Pricing Pages) - Continued

a) PRICING TABLE 1: Kansas State University Theme (KSU)

- Branded Wrap: Kansas State University (New vehicles), 5 different themes.
- Service: Kansas State University Campus Fixed Routes

Installation Site: (Indicate with X) _____ FHATA Facility _____ Vendor Facility

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	Set up fees to include measurements of the vehicles and any consulting services pertaining to adjustments to or creation of the Artwork Design	Total	\$	1	\$
WRAPS					
2.a	KSU.1 Angry Cat – Both driver side and passenger side, includes minimum requirements for rear but no theme.	Each	\$	1	\$
2.b	Optional: Additional theme printed on rear	Each	\$	1	\$
3.a	KSU.2 “Cocaine Willie” - Both driver side and passenger side, includes minimum requirements for rear but no theme.	Each	\$	1	\$
3.b	Optional: Additional theme printed on rear	Each	\$	1	\$
4.a	KSU.3 Powercat - Both driver side and passenger side, includes minimum requirements for rear but no theme.	Each	\$	1	\$
4.b	Optional: Additional theme printed on rear	Each	\$	1	\$
5.a	KSU.4 Sailor - Both driver side and passenger side, includes minimum requirements for rear but no theme.	Each	\$	1	\$
5.b	Optional: Additional theme printed on rear	Each	\$	1	\$
6.a	KSU.5 Willie - Both driver side and passenger side, includes minimum requirements for rear but no theme.	Each	\$	1	\$
6.b	Optional: Additional theme printed on rear	Each	\$	1	\$
REMOVAL OF EXISTING WRAP					
7.	Remove existing wrap and old decals	Each	\$	5	\$
INSTALLATION					
8.a	22 Foot Wrap Installation Bus	Each	\$	5	\$
8.b	Optional: Additional theme printed on rear	Each	\$	5	\$
TRAVEL EXPENSES					
9.	Guaranteed Not to Exceed Travel Expenses for wrapping all 5 vehicles (see Attachment 12)	Total	\$	1	\$
Total Minimum Requirements (Items 1 + 2a + 3a + 4a + 5a + 6a + 7 + 8a + 9)					\$
Total Optional Rear Bus Wraps (Items 2b + 3b + 4b + 5b + 6b + 8b)					\$
GRAND TOTAL					\$

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

Appendix

Proposal Response Form (Pricing Pages) - Continued

b) **PRICING TABLE 2: FLINT HILLS SERVICES – FIXED ROUTES (FR)**

- Branded Wrap: Flint Hills Manhattan City-Wide Fixed Route Theme - Rewrap and New (if applicable)

Installation Site: (Indicate with X) _____ FHATA Facility _____ Vendor Facility

ITEM NO.	DESCRIPTION/COMMENTS	Per Bus Price
1.	Set up fees to include measurements of the vehicles and any consulting services pertaining to adjustments to or creation of the Artwork Design	\$
WRAPS		
2.	Flint Hills Services – Fixed Routes – Both driver side and passenger side, includes theme on the back.	\$
OLD WRAP REMOVAL		
3.	Remove old wrap and old decals	
INSTALLATION		
4.	22 Foot Wrap Installation Bus	\$
TRAVEL EXPENSES		
5.	Guaranteed Not to Exceed Travel Expenses for wrapping indicate the cost travel allocated to each vehicle with the assumption that a minimum of 5 vehicles would be scheduled. (See Attachment 12 for Travel Policy)	\$
TOTAL (Per Bus)		\$

c) **PRICING TABLES 3: FLINT HILLS SERVICES – DEMAND RESPONSE (DR)**

- Branded Wrap: Flint Hills Services- Demand Response - Rewrap and New (if applicable)
- Service: Demand Response Services

Installation Site: (Indicate with X) _____ FHATA Facility _____ Vendor Facility

ITEM NO.	DESCRIPTION/COMMENTS	Per Bus Price
1.	Set up fees to include measurements of the vehicles and any consulting services pertaining to adjustments to or creation of the Artwork Design	\$
WRAPS		
2.	Manhattan City Wide – Black and Purple Theme – Both driver side and passenger side, includes minimum requirements for rear but no theme.	\$
OLD WRAP REMOVAL		
3.	Remove old wrap and old decals	
INSTALLATION		
4.	22 Foot Wrap Installation Bus	\$
TRAVEL EXPENSES		
5.	Guaranteed Not to Exceed Travel Expenses for wrapping indicate the cost travel allocated to each vehicle with the assumption that a minimum of 5 vehicles would be scheduled. (See Attachment 12 for Travel Policy)	\$
TOTAL (Per Bus)		\$

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY25-1001 WRAPS

Appendix

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)

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Appendix

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) _____

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Appendix

5. QUALIFICATION CERTIFICATION

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

6. SUBCONTRACTOR UTILIZATION CERTIFICATION

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

____ (Check Here) If no subcontractor has been included in the IFB Submission.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

Flint Hills Area Transportation Agency (FHATA)

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Appendix

7. ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered unresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to **IFB FY25-1001 WRAPS**

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 _____