Invitation to Bid

Bid Number: FY21-1001-CAM
Transit Vehicles Surveilance System

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
5:00 p.m. CST on November 23, 2020

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 no not notify us of their interest in this solicitation.

Flint Hills Area Transportation Agency (FHATA)
Invitation to Bid #: FY21-1001-CAM
Transit Vehicles Surveillance System

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A. INVITATION TO BID

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

1. Summary/Objective

FHATA is soliciting firm fixed bid proposal from qualified Vendors to acquire a new security surveillance video system for its bus transit fleet. The scope includes retrofitting 30 transit vehicles with the chosen new system. The goal is to purchase a system that is scalable so that modules such as facial recognition can be added as those features become available. The Agency does not currently have a video security system on its fleet. See Section D for complete details of Scope of Work.

2. Bid Questions/Comments:

Any questions, comments or requests for clarification are due from bidders by **5:00 p.m. CST, November 4, 2020** 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 November 9, 2020. If required, FHATA's response to these submissions will be in the form of an Addendum.

3. Bid Closing and Submission

Bids must be received with all required submittals as stated in the IFB, no later than **5:00 p.m. CST on November 23, 2020**. 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.

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

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

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

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 #FY21-1001-CAM*" 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

C. BID SCHEDULE

SCHEDULE ITEM	DUE DATE
IFB Issued / Advertised	October 23, 2020
Deadline for Bidder Questions, Comments, & Requests for Clarifications	5:00 PM (CST) on November 4, 2020
FHATA Response to Questions	November 9, 2020
Bid Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503	5:00 pm (CST) on **November 23, 2020**
Public Bid Opening: (via Zoom) Join Zoom Meeting https://us02web.zoom.us/j/81934231911?pwd=S2tMT0t6b3JYYitCQ2lIaEsyNXBXdz09 Meeting ID: 819 3423 1911 Passcode: 308629 One tap mobile +12532158782,,81934231911#,,,,,,0#,,308629# US (Tacoma) +13462487799,,81934231911#,,,,,,0#,,308629# US (Houston) Dial by your location +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 9128 US (San Jose) +1 301 715 8592 US (Germantown) +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) Meeting ID: 819 3423 1911 Passcode: 308629 Find your local number: https://us02web.zoom.us/u/kezt92wTet	1:00 pm (CST) on **November 24, 2020**
Contract Award (Anticipated)	December 2, 2020

D. SCOPE OF WORK

1. Purpose and Background Information:

FHATA is soliciting firm fixed bid proposal from qualified Vendors to acquire a new security surveillance video system for its bus fleet. The scope includes retrofitting 30 buses with the chosen new system. The goal is to purchase a system that is scalable so that modules such as facial recognition can be added as those features become available. The Agency does not currently have a video security system on its fleet.

FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2023. It is FHATA's intent to award one contract for the transit vehicle camera system and installation, no later than December 31, 2020.

FHATA currently operates owns thirty-five (35) buses in their overall fleet, the fleet consists of Ford E-450, 20 Passenger Cut-Away Buses.

The awarded contractors shall be required to install the equipment on the vehicles on-site at the FHATA's headquarters listed in Appendix 1 or at a pre-approved off-site location, during the timeframes specified. Bidders must bid on all Pricing Tables. Awarded contractors must provide all requirement equipment and software as well as installation services.

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 and deliver services as needed. 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. Terms:

The term of this agreement shall be for the period commencing the date of the award through June 30, 2021. FHATA reserves the right to exercise the option to renew the contract annually for up to two (2), one (1) year periods through June 30, 2023. Work in process prior to expiration of the Agreement shall be completed and as construed by FHATA to be within the "contract term".

3. Scope of Work:

The scope of services shall include the selected recipient to provide all wiring and mounting locations for a multi-camera surveillance system, including the installation of cameras, recorder, microphone, etc. Cameras will be mounted on the interior and the exterior of each bus. System shall incorporate a minimum of four (4), including three interior and one exterior. Optional pricing for two additional exterior camera's is requested. Camera's monitoring the interior of the bus shall provide the highest quality picture, especially low light/dark conditions. System should also include Mobile DVR, with a hard drive 1 TB in size. The system should also include a back office system to allow the viewing, storage and archiving saved captured video to PC, DVD, USB flash drive, at least one computer.

The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered through the state contract period. The estimates do not indicate single order amounts unless otherwise stated. FHATA makes no guarantees about single order quantities or total aggregate order quantities. The contractor shall not require a minimum order amount.

Scope of Work (continued)

System shall include the minimum requirements:

a. Design: Must provide a detailed design for the whole system related to equipment, installation and testing of system. Include technical data, software, samples (mock-ups) for new items, prior to installation.
b. Data Infrastructure:
   - FHATA currently operations Microsoft Windows 2016 and 2019 Servers. Desktop systems utilized Microsoft Windows 10 Professional.
   - Each bus communicate will need to communicate through an onboard mobile router for both wireless and cellular data connections. WIFI is the desired method for bulk data downloading from the buses.
c. On Board Bus Video Surveillance System: (General requirements): Shall record video and audio, as well as, monitor the video camera system equipment onboard the bus. The camera system shall include all hardware, software, and cable necessary for the successful installation of a bus video camera system in accordance with specifications, including but not limited to all Video records, cameras and microphone, onboard wireless and other onboard components with an option of onboard video monitoring. The system shall include all fixed-end software, as well as the installation of the software on workstations and servers. The bus surveillance system shall include hardware, software, and cable necessary for the successful installation and implementation of a real-time video surveillance and upload capability.
   - Total Systems = Thirty-two (30): One total system per bus will include
     - Four (4) IP Cameras
       - Three (3) interior
       - One (1) exterior
     - One (1) Hybrid DVR or NVR
     - Playback software
   - On-board electrical requirements:
     - Nominal Voltage: 12-24 volts DC nominal (auto and transit battery)
     - Operating range: 9VDC – 39 VDC
     - Vendors must provide information concerning equipment performance such as corruption of data and memory loss associated with low, high, and extremely high peak voltage conditions.
     - The equipment, including all cables and connectors to and from the recorded, must be electrically protected to withstand low and high voltage and electrical spikes resulting from jump-starting. The equipment shall be capable of "self-reset" in the event of one of these conditions.
     - Ensure that the DVR fully performs int eh intended operational environments without being affected by, or causing harmful interference to, other on-board systems. DVR must be shielded against radio frequency and all other interference including electromagnetic (RFI/EMI) emission sources, as well as internal conductive and inductive emissions.
   - On-Board Hybrid Digital Video Recorder (DVR or NVR)
     - Shall be designed specifically for installation in the transit bus environment. Must be installed in secure data cabinets so hardware is not accessible to passengers and cannot be opened with standard hand tools.
     - Shall have an embedded, configurable, non-corruptible operating system. The Parameters configured shall not be corruptible by environmental factors, powering down, power failure, power fluctuations, or other irregularities. The programmed parameters must remain intact and usable after five years of powered down storage.
     - The unit must power down at a user selectable time after ignition power is removed. Must

Scope of Work (continued)

automatically restart if the system stops or stalls.

- DVR shall be designed specifically for use in mobile applications and incorporate internal shock and vibration isolations systems that allow recording while the unit is subjected to the vibration and impacts that occur in a moving transit vehicle.
- Must be designed to operated reliability in the environmental situations typical under transit usage (dirt, moisture, solvents, detergents, oils and other environmental contaminants). The system shall operate in humidity ranges between 0-95% and temperature 0 degrees to 150 degrees. Extended storage in the same temperature range must not result in equipment degradation.
- The DVR shall capture high quality images and sound in a digital format such as WMV, MPEG, H.264, etc. The images and sound shall be stored on a high capacity hard disk drive for review and playback at central viewing stations or through on-board connection to a laptop computer. Proposal must describe in detail how the proposed system captures and stores images and sound. Include details of benefits and tradeoffs of the proposed format(s).
- The Hard Disk Drive (HDD) shall be removeable. It shall be housed in a rugged enclosure that locks to the recording unit with a preference for Solid State Drivers (SDD)
- When inserted, the hard drive shall automatically connect and synchronize to the DVR operating system with no additional formatting required.
- A Common Key shall be used for all of the DVRs. Five (5) copies of this key shall be provided. The device shall be designated to restrict access, prevent alteration of images and prevent tampering with the unit.
- External connects are necessary to off load data and run setup diagnostics via a laptop computer.
- The DVR should have, at a minimum, four (4) auxiliary inputs in addition to a J1708, or J1939 interface with the vehicle. The vehicle inputs and J1708 or J1939 data shall be synchronized and displayed with recorded video.
- Stored video on the DVR must have the capability to transfer video events via wireless connection, downloaded directly to a laptop connected to the video system or removal of the storage media.
- Recording Capacity: The goal is to have each video change have user programable frame rate of 30 frames per second or more, and to have 1 TB of storage for each DVR to store 7 days of 15 hour shifts and quality recorded video and audio before it is overwritten. Vendors should explain if and how their system can tag and store enhanced frame rate.
- Internal Clock: the DVR unit shall have an internal clock to time and date stamp recorded audio and video. Each vehicle's on-board clock will be synchronized with GPS Based Time. Vendor should describe if the system has the means to avoid time drift. The internal clock should operate independently of the main power supply.

- Audio Recording Device: Audio recordings shall be fully synchronized with video during playback and export. Shall be sufficient quality to identify speakers, provide content of their speech, and support prosecution of offenders and resolution of legal claims. There should be no gaps in audio recording and playback.
- Interior Cameras: 1080p resolution, must be scratch resistant glass, image stabilizing within camera mounting, glare reducing lens, moisture proof housing, temperature resistant. (Prefer minimum of 50' Night Vision Illumination).
- Exterior Cameras: 1080p resolution, must be scratch resistant glass, image stabilizing within camera mounting, glare reducing lens, moisture proof housing, temperature resistant.

Scope of Work (continued)

- Viewing Method: Software and licenses shall be supplied for reviewing stations and workstations. Existing PC workstations and laptops will be used for these purposes. Currently our workstations include Dell OptiPlex 7050 mini towers, i7-7700 processor, 8 GB RAM, 500 GB Hard Drive, AMD Radeon R5, 430 2 GB Video Card and Windows 10.
- Recorded video and audio shall be viewed and heard by three distinct methods:
  - Removing the hard drive and viewing the contents of the hard drive at reviewing stations.
  - Connecting a laptop computer directly or wirelessly to the DVR
  - By having the marked event, or selected time and date specified video and audio, downloaded through a wireless connection whenever the transit vehicle travels within range of the wireless connection.

d. Back-Office System: Include all hardware, software and software licenses, and warranties required for the bus video system back office operations.
   - Option 1: Proposer must include equipment required to house an internal server at FHATA Headquarters. On a daily basis, the data on DVRs need to be offloaded via a wireless access point to the server at the FHATA Headquarters.
   - Option 2: Cloud Base Video Server. Propose must include cost to setup and maintain a cloud-based video server. On a daily basis, the data on HVRs need to be offloaded via a wireless access point to the server at the FHATA Headquarters.

e. Software: (Viewing and Administration Software Suite): The software shall provide the ability to setup multiple user accounts and the ability to configure each user account with specific privileges for the use of the software. Software shall have the capability to display date, time, GPS location, vehicle speed, DVR or hard drive electronic serial number, vehicle identification number and camera source on the stored and printed images. Additionally, all auxiliary inputs shall have the capability to be displayed.
   - A reviewing station must be capable of the following functions:
     - Search and retrieve video based on a specific date, time or vehicle identifier.
     - Playback previously recorded video at user-slectable speed.
     - Step forward or back in increments of one frame during playback.
     - Skip to the beginning or end of the selected video recording.
     - Maximize the size of the selected image to the large image window with minimal distortion.
     - Pause the video during playback.
     - Display one or multiple video viewing windows. Allow all cameras or just one camera to be displayed synchronized in video and audio components.
     - Use all features for the selected viewing window.
     - Zoom in and out on the selected image.
     - Sharpen or smooth an image to enhance the image.
     - Restore an image back to its pre-enhanced state.
     - Change the brightness and contrast of an image.
     - Preview an image before printing
     - Save an image in a variety of standard graphic formats.
     - Synchronize all recorded audio with the associated video files.
     - Save an entire video clip, portion of a clip, or slected image.
     - Be allowed to save recorded images and audio to server, CD, DVD or any other digital media with preference given to embedded ability to wrap and encrypt video.
   - Licenses: Proposals must fully describe any software licenses required for the purchase and operation of any part of the proposed system. The system shall include any per unit costs, the

Scope of Work (continued)

terms and conditions of use and any upgrade costs.

f. System Upgrades: Operating system shall be the current, most stable version of the operating system for the equipment and components proposed. Software shall contain version control numbers and features shall be included to identify the software version on each device. Must be capable of expansion and/or upgrade as a means of extending the system life expectancy. Upgrades and updates to the system or any component of the system shall be made available at no cost to FHATA during the warranty. All DVR software and firmware shall be upgradeable without having to remove the DVR unit from its host vehicle, with a preference for firmware updates via WiFi.
g. Installation: Perform a complete installation and documentation of specified systems, subsystems, and components, including engineering interface with new equipment. Include all installation, testing, documentation, run book, equipment and wire labeling, training, warranty, maintenance and support as outlined in these specifications. DVRs, cameras and other equipment in the vehicles must be mounted ensuring each device is properly secured in its place. Installed equipment must be accessible by service personnel. Sheet metal screws must be have anti-tamper heads with preference for lock nuts and bolts.
h. Testing: Perform qualification and acceptance testing.
i. System Training – Vendor must provide training programs to FHATA's operation, safety, ITS, and maintenance staff in usage and maintenance of all new systems. Must include minimum of 8 hours of in-person training after initial installation.
j. Manual (system documentation): Must provide documentation and diagrams showing the components of the entire system. Must include maintenance and operations manuals for each component. Manuals must be provided in electronic format (PDF).
k. Tools/Diagnostic: Must provide a detailed list of special tools, equipment and diagnostic test equipment required for the new system and indicate if a set is provided with the purchase of the system. This should include equipment required for operating, maintain and repairing the proposed system. In addition, vendors must guarantee that replacement parts or superior substitute parts will be available for a period of 5 years after the completion of the warranty period.
l. Spare Parts Inventory / Maintenance Requirements: Provide a recommended level of inventory for spare parts required to support the proposed system. (Example number of full functioning DVR's for hot swapping, cameras, cables, disk drives, etc.)

4. <u>Options: (Add-ons)</u>

Optional Items to be priced: Bidder shall show in the bid response the per-unit cost for additional models or equipment which may be added to or deducted from the base price as the case made be.

a. Ten (10) Additional Total Systems over the period of the agreement to purchase as needed.
b. Two (2) Additional Exterior (1080p Cameras): 1080p resolution, must be scratch resistant glass, image stabilizing within camera mounting, glare reducing lens, moisture proof housing, temperature resistant.
c. Integration with External Event Button for Video Tagging: If not included in the proposed system, provide pricing for each vehicle to have on-board event button located near the operator. When the event button is pushed, the DVR system must tag the video and increase frame rates to specified values and mark the video and audio in such a way to save the information and not allow it to be overwritten. Activation of the tagging feature shall mark the video for a period of time before and after the event.
d. On Board Monitoring System: Provide additional pricing for on-board system display visible to the operator. Provide information about the status of the system.

Scope of Work (continued)

e. On Board/Embedded GPS (DVR): Provide additional pricing for DVR to include location GPS at all times, as well as date and time stamp the video. Include requirements for GPC receiver or a DVR with embedded Option. This option should include ability to capture vehicle events such as designated events markers, speed, signal indicators, hazard flashers, G-Force events, as well as any other industry standards.
f. Live "Look In": Provide additional pricing to have a secure, live "Look-In" ability via cellular communication so events and random monitoring are possible at any time. Preference is given to applications that run on multiple platforms, such as Apple and Android. Live "Look-in" would need to be accessible via smart device, mobile phone, tablet, etc. as well as remote desktop and workstations.
g. Wi-Fi Auto Download for three (3) Different Locations – total systems to include Access points and bridges
h. Live Video Streaming
i. Upgrade for Hard-drive with 2 TB Storage capabilities.
j. Maintenance Agreement: Provide cost of maintenance agreement (if available) to support the system. The maintenance agreement option would begin at the end of the warranty period. Proposals must include pricing for maintenance agreement options and provide an explanation of what is covered, including response times and plans for provision of parts and labor. Proposals must address maintenance agreement provisions for software patches and version upgrade. Proposals must include the location and availability of support services for all major components in the proposed system.
k. Additional cost for added training in increments of one hour (beyond the required 8 hours)
l. Purchase Tools/Diagnostic/Inventory: Provide optional cost options to purchase diagnostic testing equipment, special tools or inventory to be maintained in house. Pricing should be effective for a minimum of one year. In addition, vendors must guarantee that replacement parts or superior substitute parts will be available for a period of 5 years after the completion of the warranty period.

5. <u>Timeline / Deliverables</u>:

The following deliverable milestones have been identified as examples. Vendor is to propose milestones, target dates, percent of project completion and associated milestone payments to be triggered upon successful completion as part of their proposal.

a. Detailed design plan
b. System Installation
c. Trial Run
d. Core Product Training
e. Go Live
f. Project Acceptance

6. <u>Inspection and Acceptance:</u>

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.

Scope of Work (continued)

7. Installation

a) The contractor will be responsible for installation of total systems. Installation may be done on-site (preferred method) at the FHATA main facility or at an approved location off site. Vehicles may not be out of service for more than three (3) service days for the installation process, including time for transporting to and from an off-site location.

b) The contractor must coordinate the equipment delivery and installation schedule with FHATA project manager and maintenance department at least five (5) days prior to arrival on-site and/or obtain FHATA's written approval for buses to be removed to an offsite location. The schedule must be approved by FHATA in writing prior to beginning installation.

c) If travel costs are included for the installation, the contractor must adhere to the FHATA's travel expense policy pursuant to Appendix H.3.

d) If installation will be completed onsite (preferred method), 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, if needed.

e) The contractor shall fully coordinate all contract activities with those activities of FHATA. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to FHATA throughout the effective period of the contract.

8. 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.

9. Vendor Qualifications

The bidding contractor (company supplying the bid response) must have been in the commercial vehicle cameras and installation services business a minimum of three (3) consecutive years.

The Contractor must have demonstrated a high level of professionalism and skill, with a proven track record of camera equipment, software 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

Scope of Work (continued)

a minimum of three (3) references for transit vehicle cameras and installation services that is similar in nature, size, and scope as what is requested in this IFB.

10. <u>Warranty/Guarantees:</u>

a) **Warranty on Installation Services**: FHATA requires a minimum warranty term of ninety (90) days for equipment installation workmanship and must be free of defects pertaining to the provisions of installation services. If the contractor damages the vehicle during installation services, the contractor shall be responsible for the expense in repairing the vehicle damage.

b) **Warranty on Product:** FHATA requires a minimum warranty terms of one (1) year advance replacement on ALL Systems (hardware, software, parts and service). A complete detail of warranties must be provided in proposal.

c) **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.

E. BID INFORMATION/INSTRUCTIONS

1. Bid:

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

2. Submittal:

a) 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 rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Bid Response Form.

Sealed bids, one original hard copy shall be signed by an authorized official and submitted to the Finance Department, Attn: Melanie Tuttle, Finance Director, FHATA, 5815 Marlatt Avenue, Manhattan, KS 66503. *It is highly desirable that the bidder includes one (1) electronic copy of their bid response on flash drive*.
The envelope shall be labeled "Invitation to Bid / FY21-1001-CAM

b) A written technical proposal with supporting information and documentation must be included. The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials.

c) Bids received after time specified shall not be opened or considered for award. Bids received via facsimile (fax) or electronic mail (e-mail) shall not be opened or considered.

d) FHATA reserves the right to reject bids that alter the Bid Response Form or otherwise take exception to the bid requirements. Bidders may submit alternative bids along with a complete description of the proposed alternative; however the decision to accept or reject such alternative is entirely at the sole discretion of FHATA.

3. Submittal Deadline:

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

b) At a time specified for bid opening, all bids properly received will be publicly opened and read aloud. Any bid received after this time will not be considered.

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

Bid Information/Instructions (continued)

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

Questions received via 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.

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 no not notify us of their interest in this solicitation.

5. <u>Protests:</u>

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

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

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

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

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

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

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

Bid Information/Instructions (continued)

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

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

6. <u>Bid Pricing:</u>

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.

7. <u>Omissions and Form of Contract:</u>

a) **<u>Omissions</u>**. 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 4. 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.

8. 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.

9. 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.

10. 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.

11. 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 I the bids:

i. Marking each page of each such document prominently in 16 point font with the words "Proprietary Information;"

Bid Information/Instructions (continued)

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.

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.

12. <u>Disadvantaged Business Enterprise (DBE) Requirements:</u>

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

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**.

Bid Evaluation, Acceptance and Award (continued)

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.
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.

G. CONTRACT TERMS AND CONDITIONS

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

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

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

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

If to Contractor: _____

_____

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

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

Contractor's Initials _____

FHATA's Initials _____

1. ACCPETANCE 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.

2. 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.

3. 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.

4. 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.

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. 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 ay 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.

7. CHANGES TO FEDERAL REQUIREMENTS

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Flint Hills Regional Transit Association (FHRTA) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Contractor agrees to include this clause in all subcontracts at any tier (when applicable). It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

8. 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.

(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.

9. 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.

10. CONTRACTOR'S PERSONNEL

All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the services shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the contractor's proposal, shall be subject to the written approval of FHATA; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that the persons listed in Contractor's proposal shall serve as the primary staff person(s) of Contractor to undertake, render and oversee all of the services of this Contract subject to FHATA's right to remove personnel. FHATA reserves the right to require the Contractor to remove any personnel and or subcontractors for any cause provided such request for removal shall be documented in writing toConsultant.

11. DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

(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 2.9%. 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 the 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.

12. DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

The Contractor, and any subcontractors acknowledge and agree that, not withstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

13. 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'sdecision.

(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.

14. ENVIRONMENTAL 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 $100,000 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 $100,000 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 RegionalOffice.

(c) Energy Conservation. The Contractor 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. The Contractor agrees to include the requirements of this clause in all subcontracts under this Contract.

(d) Recovered Materials/Recycled Products. To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than $10,000.

(e) 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 MotorVehicle 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.

15. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (AMENDED APRIL 2009)

The Contractor 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 Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the performance under this Contract. In addition to other penalties that may be applicable, the Contractor 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 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with this Contractor, to the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

The Contractor agrees to include these calues in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. APPLICABLE TO LAW

This contract shall be subject to, governed by, and construed according to the laws of State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

Rights and obligations of the parties hereto shall be governed by, and this Agreement shall be interpreted in accordance with, the laws of the State of Kansas and applicable Federal Law.

17. 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.

18. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions in this Contract include certain standard terms and conditions required by U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, or any revision thereto, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of FHATA requests that would cause FHATA to be in violation of the FTA terms and conditions. The Contractor agrees to include this clause shall not be modified, except to identify the subcontractors who will be subject to the provisions.

19. 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.

20. 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 Contractrequires.

(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.

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, 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. 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.

23. 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.

24. 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 there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

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

25. PROHIBITED WEAPONS AND MATERIALS

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

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

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

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

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

26. RECORD RETENTION AND ACCESS

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

27. 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 contractsettlement.

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 fromFHATA.

(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 tothe 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.

28. 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 thisContract.

29. SEVERBILITY

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.

30. SUBCONTRACTORS

a) **Subcontractor Approval**: None of the work or services covered by this Contract shall be subcontracted without the prior written approved 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.

31. 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.

32. 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 required 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 inprocess.

33. 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.

34. INTEREST OF CONGRESS

No member of a delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

35. 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.

36. 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.

37. WARRANTY

The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the most favorable warranties the Contractor gives to any customer of such 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 thisContract.

The Contractor warrants to FHATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by FHATA, free from faults and defects and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by FHATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. Further, at a minimum, all such products, equipment or materials must be free of defects in workmanship or materials, merchantable, comply with all applicable specifications and laws and be suitable for its intended purposes. The workmanship must be the best obtainable in the various trades.

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 warrantyperiod.

Warranty of Work and Maintenance

a) The Contractor warrants to FHATA, that all products, equipment and materials furnished under this Contract will be of highest quality and new unless otherwise specified by FHATA, free from faults and defects in workmanship or materials, merchantable, suitable for its intended purpose and in conformance with the Contract. All work not so conforming to these standards shall be considered defective. If required by FHATA, the Contractor shall furnish satisfactory evidence as to the kind and quality of products, equipment and materials. The work or services furnished must be of first quality and the workmanship must be the best obtainable in the varioustrades.

b) The work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by FHATA and shall replace or repair any defective products, equipment or materials or faulty workmanship during the period of the guarantee at no cost toFHATA.

FEDERAL PROVISIONS

38. 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.

39. CAMPAING 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.

40. SUSPENSION AND DEBARTMENT

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

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, SubpartC.

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. (See Attachments J11 and J12)

41. UNITED STATES PRODUCT AND SERVICE PREFERENCE

a) **Buy America –** The Contractor 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 Contractor further agrees to include these requirements in all subcontracts exceeding $100,000.

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

c) **Cargo Preference.**

(1) In the event that ocean shipment is required for any material or commodity pursuant to this agreement, the Contractor 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.

(2) The Contractor 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 Contractor 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.

(3) The Contractor 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.

STATE OF KANSAS PROVISIONS

42. DISCLAIMER OF LIABILITY (KANSAS)

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

43. ANTI-DISCRIMINATION CLAUSE

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

Contractor 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 Contractor 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.

44. ACCEPTANCE OF CONTRACT

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

45. ARBITRATION, DAMAGES, WARRANTIES

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

46. REPRESENTATIVE'S AUTHORITY TO CONTRACT

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

47. 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.

48. 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."

49. 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.

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. **Disadvantaged Business Enterprise (DBE) Requirements**
3. **Travel Policy**
4. **Sample Contract**

1. VEHICLE LISTING

Preferred Installation Site Address:	5815 Marlatt Avenue, Manhattan, Kansas 66503
Installation Hours:	7:00 a.m. to 7:00 p.m Monday through Saturday
Available Work Bays:	One Bay can fit 2 Vehicles, note the bay is not climate controlled for air conditioning. The bay is heated.
Offsite Installation:	Offsite installation will be allowed, but it must be included in the Vendors IFB response (location must be included, as well as timeline for completion, and description of how buses will be secured if kept off site overnight.)

Vehicle ID	Year	Make	Model
0106	2011	Ford	Eldorado Aerotech Cutaway
0751	2014	Ford	Eldorado Aerotech Cutaway
0973	2008	Ford	Goshen Coach Cutaway
1101	2016	Ford	Eldorado Aerotech Cutaway
1102	2016	Ford	Eldorado Aerotech Cutaway
1103	2016	Ford	Starcraft Allstar Cutaway
1104	2016	Ford	Starcraft Allstar Cutaway
1105	2016	Ford	Starcraft Allstar Cutaway
1106	2016	Ford	Starcraft Allstar Cutaway
1107	2016	Ford	Starcraft Allstar Cutaway
1861	2018	Ford	Ford StarCraft Cutaway
1865	2018	Ford	Ford StarCraft Cutaway
1866	2019	Ford	Ford StarCraft Cutaway
1867	2019	Ford	Ford StarCraft Cutaway
1868	2019	Ford	Ford StarCraft Cutaway
2070	2017	Ford	Eldorado Advantage Cutaway
2071	2017	Ford	Eldorado Advantage Cutaway
2074	2017	Ford	Eldorado Advantage Cutaway
2081	2017	Ford	Eldorado Advantage Cutaway
2082	2017	Ford	Eldorado Advantage Cutaway
2199	2017	Ford	Goshen Eldorado Cutaway
2205	2011	Ford	Eldorado Aerotech Cutaway
2206	2017	Ford	Goshen Eldorado Cutaway
2563	2010	Ford	Eldorado Aerotech Cutaway
2564	2010	Ford	Eldorado Aerotech Cutaway
2565	2010	Ford	Eldorado Aerotech Cutaway
2781	2013	Ford	Starcraft Allstar Cutaway
2802	2019	Ford	Ford StarCraft Cutaway
2804	2019	Ford	Ford StarCraft Cutaway
2807	2019	Ford	Ford StarCraft Cutaway
2809	2019	Ford	Ford StarCraft Cutaway
4325	2012	Ford	Goshen Thor Cutaway
7374	2015	Ford	Eldorado Aerotech Cutaway
7375	2015	Ford	Eldorado Aerotech Cutaway
7425	2012	Ford	Eldorado Aerotech Cutaway
7691	2017	Ford	Goshen Eldorado Cutaway

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. FHATA has established an overall goal for DBE participation of 2.9 percent. **There is no separate contract goal for this procurement.**

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

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

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

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

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

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

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

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

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

   e) <u>NO CREDIT</u>, however, will be given for the following:

      i. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and

      ii. Any portion of the value of the contract that a DBE Subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified DBE; and

a. Materials and supplies used on the contract unless the DBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and

b. Work performed by a DBE in a scope of work other than that in which the DBE is currently certified.

5. **Documents Due Within 48 Hours of 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.

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-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.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

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

4. Negotiating in good faith with interested DBEs.

    a. It is the 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.

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

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

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

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

5. **Documents Due After Award**:

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

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

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

3. TRAVEL POLICY

General Policy

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

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

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

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

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

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

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

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

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

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

8. **Personal Vehicle:** Mileage for usage of personal vehicles for business travel outside the three-county region (Riley County, Geary County, and Pottawatomie County) will be reimbursed at FHATA's current rate of $0.58 per mile (based on the IRS current established rate).

4. SAMPLE CONTRACT

THIS CONTRACT (the "Contract"), made and entered into as of the_____day of_____, 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 _____**("Contractor")**, with offices at_____.

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

1. EMPLOYMENT OF CONTRACTOR.

   This Contract is entered into for the purpose of engaging the Contractor as an independent contractor by FHATA in accordance with that certain bid submitted by the Contractor dated_____, 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_____entitled "_____" (sometimes referred to as the "Project" or the "Work"), which is attached hereto as Appendix E and incorporated herein by reference. The Contractor hereby agrees to provide the (insert description of products and/or services) as needed at the firm, fixed prices stated in the Appendix C attached hereto for the FHATA in accordance with the specifications of the scope of contract provided in the Contract Documents herein.

3. TERM.

   The term of this contract agreement shall be for a period of _____(__) year(s) beginning_____**, 2019 and expiring on**_____. The services to be provided and performed shall commence upon receipt of a notice to proceed from the FHATA. Work in process prior to expiration of the contact agreement shall be completed and as construed by FHATA to be within the "contract term".

4. CONTRACT SUM.

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

SAMPLE

5. MISCELLANEOUS PROVISIONS.

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

Appendix A.	Contract Terms and Conditions; and
Appendix B.	Scope of Work; and
Appendix C.	Cost Page Submitted by Contractor; and
Appendix D.	Contractor's Original Bid Response; and
Appendix E.	Original RFP_____and any addendums thereto

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

(CONTRACTOR'S NAME)

By_____

Anne Smith, Executive

FLINT HILLS AREA TRANSPORTATION AGENCY

By _____

, Chairman of the Board

By _____

SAMPLE

I. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:

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

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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY21-1001-CAM

Appendix

1. BID INCLUSION PACKET (Checklist)

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

(1)	Required (2)	Description
	Yes	**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 firm letterhead and contain the firm name, address, telephone number and name of contact person and their email address.
	Yes	**Vendor Information:** Include Attachment I.2 Vendor Information. All bidders doing business with the FHATA shall complete a Vendor Registration Form (Attachment 1). To verify your firm's registration status, contact the FHATA's Finance Director at (785) 537-6345 or email at mtuttle@fhata.org. Once registered, firms are responsible for submitting any changes to this document to FHATA.
	Yes	• Attachment I.4 Power of Execution
	Yes	**Bid Response Form** (Attachment I.3) and required pricing pages.
	Yes	**Technical Proposal / Understanding of Project:** Provide a description of your understanding of, and ability to fulfill, the scope of specifications listed in this IFB Section D Scope of Work. Provide requested details as listed in the Scope of Work.
	Yes	**Experience and Qualifications:** Provide a description of your firm and statement of your experience, including material which demonstrates sufficient personnel with the licenses, disciplines, skills, experience and equipment required to complete the contract in a satisfactory manner. The bid should address all areas discussed in Section D Scope of Work.
	Yes	• Attachment I.6 Certification of Qualification: must also be signed and included.
	Yes	**References:** Using Attachment I.5 supply at least 3 references to which you have performed similar services over the past three years to transit agencies of similar size. Contact information for all references must be up to date.
	Yes	**Insurance:** Copy of valid proof of insurance certificate, including worker's compensation, and the liability amounts covered for contractor. Self-insurance plans will be reviewed and may be considered acceptable as valid insurance.
	Yes	**Acknowledgement of Addenda** (if any): In the event that Addenda are issued against this Invitation to Bid, bidders will be issued a Receipt of Addenda Form to complete and return with the Invitation to Bid, 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 I.7)
		Required Forms and Certifications:
	Yes	Attachment I.8 (Federal) Disadvantage Business Enterprises (DBE) Certification
	Yes	Attachment I.9 (Federal) Suspension/Debarment Certification
	Yes	Attachment I.10 (Federal) Lobbying Certification
	Yes	Attachment I.11 (Federal) Fly America Certification Form
	Yes	Attachment I.12 (Federal) Non-Collusion Affidavit
	Yes	Attachment I.13 (State) Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation
	Yes	Attachment I.14 (State) Certification Company not Currently Engagement in a Boycott of Goods or Services from Israel
		Additional Documentation: Bidders may submit any other documents necessary to complete this bid. This may include technical information or product brochures.

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

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

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

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

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

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

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

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

NAICS CODE(S):	

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

   ○ NO ○ YES ☐ ATTACHED

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

   ○ NO ○ YES ☐ ATTACHED

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

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

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

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

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

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

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

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

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

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

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

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

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

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

Flint Hills Area Transportation Agency (FHATA)
Vendor Registration Form

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

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

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

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

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

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

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

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

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

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

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

The following documents must be returned:

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

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

3. 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 and 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	

Proposal Response Form (Pricing Pages) - Continued

a) PRICING TABLE: BASIC SYSTEM

- We are subject to sales tax, please indicate if prices include sales tax and the amount.

ATTACHED DOCUMENT FOR PRICING AND DETAILS (check here) _____

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	Set up fees, planning and design of the system (if not included in the product and installation cost). Must describe what is included in this cost, if based on hours include maximum hours, etc.		$		$
	Product/Service				
2.	On Board Bus Video Surveillance System: Total System – 4 IP Cameras, Hybrid DVR/NVR, Audio Recording, Software – Must include hardware, equipment software, cables necessary for installation. Must provide a detailed description of everything included, and warranty included.	1 - Total System	$	30	$
3.	Back-Office System: Include a detail description of the hardware, equipment, software, peripherals and warranties.				
	Option 1: Purchase a new internal server and equipment required to house in house at FHATA headquarters		$		$
	Option 2: Cloud Based Video Server		$		$
	Note: for viewing options, FHATA will use existing workstations and laptops. Software will need to be allowed for at least 5 devices/users.				
	Labor and Other Services:				
4.	Installation on Buses: Provide details of the installation process (onsite or offsite, timing, etc)	Per bus	$	30	$
5.	Installation at Headquarters: Provide details of installation process for each option.				
	Option 1: internal server installation and setup workstations, etc.		$		$
	Option 2: Setup cloud-based server, and location install on workstations and viewing devices.		$		$
6.	Software Licenses: Describe any software licenses required for the purchase of operation of any part of the proposed system (not included above). Include unit costs, the terms and conditions of use and any upgrade costs:				
	Software: _____		$		$
	Software: _____		$		$
	Software: _____		$		$
7.	Shipping/Delivery Fees		$		$
	TRAVEL EXPENSES				
8.	Guaranteed Not to Exceed Travel Expenses (see Travel Policy)				
	TOTAL COST OF SYSTEM:				
	Option 1: In house server and onboard bus video system.				$
	Option 2: Cloud Based Video server and on-board video system.				$

Proposal Response Form (Pricing Pages) - Continued

b) PRICING TABLE: OPTIONAL (Add-Ons)

- Optional Add-ons are described in the Scope Section D.4.
- We are subject to sales tax, please indicate if prices include sales tax and the amount.

ATTACHED DOCUMENT FOR PRICING AND DETAILS (check here) _____

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	EXTENDED PRICE
1.	(10) Additional total systems to be purchased for new buses, as needed, over the period of the agreement.	Per Bus	$
2.	Added 2 additional exterior (1080p cameras) to each system.	Per Bus	$
3	Upgraded Onboard Monitoring System: Provide details of additional system upgrades, additional software needed, etc.	Per Bus	$
4	Onbaord / Embedded GPS (DVR): Include details of the upgrade, as well as additional software, equipment, needed, etc.	Per Bus	$
5.	Live "Look In"): Include details of the upgrade, as well as additional software, equipment, needed, etc.		$
6.	Upgrades for Wi-Fi Auto Download for three different locations. Include access points and bridges, as well as cost of additional software, equipment, etc.		$
7	Upgraded Hard-Drive to 2 TB Storage Capabilities for DVR system	Per Bus	$
8	Maintenance Agreement: Cost of maintenance agreement and support for the system and software in its entirety. Provide details of what is covered, must address software patches and upgrades. Indicate period the agreement is applicable (Monthly, Annual, etc) (a separate pricing sheet can be provided, place an X here _____)		$
9	Additional Training and On-Going Support: Provide details. (a separate pricing sheet can be provided, place an X here _____)		$
10	Purchase of Tools / Diagnostic Testing Equipment: Option to purchase any special tools, and equipment needed to maintain the system in house. (a separate pricing sheet can be provided, place an X here _____)		$
11	Inventory / Placement Parts: Option to purchase of inventory items needed to maintain the system, and replacements parts. Pricing must be effective for a minimum of one year. (a separate pricing sheet can be provided, place an X here _____)		$

4. 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

5. 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) _____

6. 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: _____

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 RFP FY21-1001-CAM:

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 _____

8. DISADVANTAGED BUSINESS ENTEPRISES (DBE) CERTIFICAITON

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. FHATA has not established an overall DBE goal; however, they are subject to the DBE goal established by Flint Hills Regional Transit Association (FHRTA) which has set an overall goal for DBE participation of 2.9 percent. **There is no separate contract goal for this procurement.**

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

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

The contractor may not hold retainage from its subcontractors.

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

Signature: _____

Name & Title: _____

Company: _____

Date: _____

9. SUSPENSION / DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

10. LOBBYING CERTIFICATION

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

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

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

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

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

11. FLY AMERICA CERTIFICATION FORM

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

12. NON-COLLUSION AFFIDAVIT

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

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

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____

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

State of Kansas Policy Regarding Sexual Harassment

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

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

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

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

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

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

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

_____
Contractor Name (Type or Print)

By: _____ _____
Signature Printed Name

_____ _____
Title Date

14. CERTIFICATION COMPANY NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS OR SERVICES FROM ISRAEL

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

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

_____ _____
Signature, Title of Contractor Date

_____
Printed

_____
Name of Company