

Invitation to Bid

**(Re)Bid Number: (RB)FY19-03-Tires
Vehicle Tires and Tire Services**



FLINT HILLS AREA TRANSPORTATION AGENCY, INC

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

Pre-Bid Conference: **July 10, 2019 at 9:30 a.m. CST**
(Re)Bids Due: **July 19, 2019 at 2:00 p.m. CST**
Public Bid Opening: **June 19, 2019 at 2:00 p.m. CST**

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

Flint Hills Area Transportation Agency (FHATA)
Invitation to Bid #: (RB)FY19-03-Tires
Vehicle Tires

I. Table of Contents

- A. INVITATION TO BID 2
- B. NO BID REPLY FORM 4
- C. BID SCHEDULE 5
- D. SCOPE OF WORK 6
- E. BID INFORMATION/INSTRUCTIONS 10
- F. BID EVALUATION, ACCEPTANCE AND AWARD..... 15
- G. CONTRACT TERMS AND CONDITIONS..... 17
- H. APPENDIX: 34
 - 1. VEHICLE LISTING..... 35
 - 2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS 36
 - 3. TRAVEL POLICY 41
 - 4. SAMPLE CONTRACT..... 42
- I. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:..... 44

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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”).

The original invitation to bid was closed and all bids received were deemed non-responsive, therefore we are reopening the bid process and have included additional clarification.

1. Summary/Objective

FHATA is soliciting sealed bids for tire service agreements, including but not limited to sales of tires, mount tires, spin balance tires, paint rims as necessary, stocking of tires, and pickup, delivery, and disposal of tires for the period commencing July, 2019 through June 30, 2020. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2022. It is FHATA’s intent to award one contract for the purchase of tire 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 tire 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. Pre-Bid Conference and Questions/Comments:

Any questions, comments or requests for clarification are due from bidders by 11:00 a.m. CST, July 10, 2019 and must be submitted in writing to **Melanie Tuttle, Finance Director**, at mtuttle@fhata.org or by attending the Pre-Bid Conference.

We will be holding a Pre-Bid Conference to go over the bid specification and what is expected of the successful bidders. Bidders may join in person or via conference call in. Based on previous problems with bids received, we believe this would be beneficial for all bidding vendors to participate in this Pre-Bid Conference. Therefore, we strongly suggest that all bidding vendors be present or available via the conference call number provided. After the Pre-Bid Conference, any questions requiring a decision or addendum by FHATA will be posted on the website (and e-mailed to participating vendors) no later than July 12, 2019. It is the bidder’s responsibility to check the website for any addendums and signature sheets prior to submitting their bids. Successful vendors will be selected solely based on the price, responsibility and responsiveness. The Pre-Bid Conference information is below:

Date/Time: July 10, 2019 at 9:30 a.m. (CST)

Location (in person): FHATA Conference Room, 5815 Marlatt Avenue, Manhattan, KS 66503

Or

Join Conference Call

- **Dial-in number: 1-631-619-8194**
- **Conference Code: 125 483 143#**

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

3. Bid Closing and Submission

Bids must be received with all required submittals as stated in the IFB, no later than **2:00 p.m. CST on July 19, 2019**. 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.

4. Bid Opening

A public bid opening will take place at 2:00 PM on July 19, 2019, at FHATA Office located at 5815 Marlatt Avenue, Manhattan, Kansas 66503. Attendance is not required.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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 #FY19-03-Tires on the outside of the envelope. This information will not preclude receipt of future invitations unless you request removal from the Bidders’ List by indicating below.

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

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

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

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

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

___ 5. Other: _____

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

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

FIRM NAME

SIGNATURE

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

C. BID SCHEDULE

SCHEDULE ITEM	DUE DATE
IFB Re-Issued / Advertised	July 1, 2019
Pre-Bid Conference / Deadline for bidder, questions, comments or requests for clarifications	July 10, 2019
FHATA Response to Questions	July 12, 2019
Bid Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503	2:00 pm on July 19, 2019
Public Bid Opening: Location: 5815 Marlatt Avenue, Manhattan, KS 66503	2:00 pm on July 19, 2019
Contract Award (Anticipated)	July 24, 2019

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

D. SCOPE OF WORK

1. Purpose and Background Information:

FHATA is soliciting sealed bids for tire service agreements, including but not limited to sales of tires, mount tires (if requested), spin balance tires, stocking of tires, and pickup, delivery, and disposal of tires for the period commencing July, 2019 through June 30, 2020. FHATA reserves the right to exercise two (2) one (1) year extension option through June 30, 2022. It is FHATA's intent to award one contract for the purchase of tire 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 tire services as needed. Prices agreed upon are to remain firm for the duration of the 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, 2020. 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, 2022. Work in process prior to expiration of the Agreement shall be completed and as construed by FHATA to be within the "contract term". The request to renew the contract will be done so in writing, and the Contractor may accept or propose changes in writing for the renewal agreement, so long as requested changes do not change the purpose or intent of the original bid.

3. Estimated Quantities:

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.

FHATA's fleet currently consists of Thirty-three (33) Ford E-450 20-Passenger Cut-away Buses (see Appendix 1 for complete list) and One (1) Ford Transit Van. The Agency will be receiving at least 2 additional vehicles in the next fiscal year ending June 30, 2020. The Cut-away vehicles have 6 tires (two on front and 4 in the rear) and the Ford Transit has 4 tires. We expect at a minimum each vehicle will have all tires replaced at least annually with many vehicles having to be replaced two or more times in a fiscal year. Replacement depends upon the route the vehicle regularly drives and the wear and tear on the tires. We have estimated a total of 300 to 384 tires will be purchased in a fiscal year period.

4. Specifications and Requirements:

- a) Tire Purchases: The following is a list of the tire sizes projected and services to be purchased from the date of the award through June 30, 2020. The list of current Vehicles and the correct tire size and number of tires can be found in Attachment 1. We expect to maintain 15 tires in tire stock (at our facilities) throughout the year.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

Scope of Work (continued)

Vehicle	Specification	Tread	Load Range	Number of Tires	Minimum Warranty	Estimated # per Year
20 Passenger Cut-Away	LT225/75R16	Highway	E	6	50,000 miles	288
Ford Transit Van	LT235-65R16	Highway	E	4	50,000 miles	12

Tires for 20 Passenger Cut-Away vehicles should be equal to or better to the Cooper Discoverer HT3 tires, with BW sidewalls, load index of 115, speed rating R and tread depth of 14.5/32nds. Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified (Refer to Section D, Paragraph 4). This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the Buyer. *All request for approved equals shall be received in writing no later than July 10, 2019.*

- b) Tire Services: (If requested and as needed) Although our Agency has a facility onsite that performs tire installation, and it is our intent to install at our facility by our in-house mechanics, the majority of the tires we purchase. However, we may request from time to time tire related services be performed at the vendor’s location. Services might include (but not limited to) tire changing, tire rotation, installation services, new steer tires with spin balance and new traction tires with spin balance. Pricing should include cost to perform these services in a reasonable time frame. When required, we will schedule vehicle for service in a Five (5) day period, and vehicles cannot be out of service for more than three (3) service days.

We (FHATA) would coordinate with the vendor a time for dropping off a vehicle(s) and a pickup time. We would be responsible for getting the vehicles to the vendor and picking it up. We would require that the schedule time between drop off and pick-up be no more than 72 hours in an effort to reduce the amount of down time a vehicle is pulled out of service. If you require more than 72 hours for scheduling, please indicate in your bid response the scheduling requirements or restrictions.

- c) Tire Disposal Services: (If requested and as needed) We are requesting a price for the cost to haul-away used tires and properly dispose of them according to the federal and state tire disposal requirements.
- d) The bidder shall submit a complete price list. The bidder understands that FHATA may desire to change the number or size of the tires purchased based on changes in routes services or fleet size with a plus or minus 10% variance in quantity of tires in each category listed in Attachment 1.
- e) FHATA is required to buy quality American made tires wherever possible, which insures quality tires and American jobs.
- f) A notice of award issued by FHATA does not constitute an authorization for shipment of products or supplies or a directive to proceed with services. Before providing equipment, products, supplies, and/or services for FHATA, the contractor must receive a properly authorized purchase order and Notice to Proceed document.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

Scope of Work (continued)

5. Inspection and Acceptance:

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

6. Quality Assurance and Inspections:

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

7. Vendor Qualifications

The Contractor must have demonstrated a high level of professionalism and skill, with a proven track record of providing tire services for commercial vehicles of similar sized vehicles as indicted herein (see [Appendix 1](#)). Refer to Attachment 4 "References" where the vendor should provide a minimum of three (3) current references of customers purchasing services and products that are similar in nature, size, and scope as what is requested in this IFB.

8. Warranty/Guarantees:

- a. **Warranty on Service/Installation Services:** FHATA requires a minimum warranty term of ninety (90) days for installation workmanship and must be free of defects pertaining to the provisions of installation services. If the contractor damages the bus during service or installation, the contractor shall be responsible for the expense in repairing the damage caused.
- b. **Warranty on Tires / Treadware Protection:** FHATA requires a minimum of 50,000 mile treadwear warranty and road hazard warranty.

All tires which do not comply with the specifications and/or requirements or which are otherwise unacceptable quality or color or defective may be rejected. In addition, all tires which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. **Warranty; Warranty of Title:** The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the manufacturer's standard commercial warranty.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

Scope of Work (continued)

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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

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 I.3) 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 sealed by the vendor, labeled “Invitation to Bid / (RB)FY19-03-Tires.**

- 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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 not notify us of their interest in this solicitation.

5. Protests:

- 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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. Bid Pricing:

- a) Bids shall be firm and final.
- b) Bidders shall be responsible for furnishing and delivering new and complete materials and/or services to include the installation, assembly, accessories, personnel, training, warranty, and guarantee as specified to make this procurement complete.
- c) The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.
- d) The quantities specified for purchase by FHATA are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount the Authority may order during the contract period. The quantities are subject to change. Payment will be based on actual order quantities based on the unit rates quoted.
- e) It is the intention of the specifications to provide complete and accurate descriptions for materials and/or services required by the FHATA. Any materials or services omitted from the specifications that are clearly necessary for the completion of this bid, although not directly specified or called for in the specifications, shall be considered a portion of the bid. Bidder shall indicate the additional material and services it has determined to be required for this procurement.
- f) Bids shall indicate the unit price, extended to reflect the total bid. Any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except where the bidder clearly indicates that the total price is based on consideration of being awarded all items of the bid.
- g) Bid shall be net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids, except in the case of bids that end in a tie.

7. Omissions and Form of Contract:

- a) **Omissions**. The Contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this IFB, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Bid Information/Instructions (continued)

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 Section H, [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 the bids:
 - i. Marking each page of each such document prominently in 16 point font with the words "Proprietary Information;"

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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. Disadvantaged Business Enterprise (DBE) Requirements:

See Section H, [Appendix 4](#) for complete details regarding this requirement and [Section G](#) for Contract Terms and Conditions related to DBE requirements.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: FY19-03-Tires

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.**

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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:

See [Section E.1](#) for list of documents required to be submitted and [Section G](#) for complete contract terms and conditions.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

G. CONTRACT TERMS AND CONDITIONS

ARTICLE 1: ACCEPTANCE OF MATERIALS – NO RELEASE

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

ARTICLE 2: AGREEMENT IN ENTIRETY

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

ARTICLE 3: 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.

ARTICLE 4: ASSIGNMENT

The Contractor shall not assign any interest 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 of FHATA's consent to assignment of this Contract, all of the terms, provisions and conditions of the Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative. Should the need for Assignment provision be made, it must be made upon mutual agreement among the parties to this assignment.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 5: CIVIL RIGHTS

1. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 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 requirements FTA may issue.
2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - a) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., 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 project. 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, 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.
 - b) **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.
 - c) **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.
3. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
4. If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor’s contracts with FHATA for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by FHATA. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by FHATA. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by FHATA. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

5. Contractor understands that it is required to include this Article in all subcontracts. Failure by the Contractor to carry out these requirements or to include these requirements in any subcontract is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the FHATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the Contractor from future bidding as non-responsible.

ARTICLE 6: ADA ACCESS

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. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR 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.

ARTICLE 7: COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

Federal Transit Administration: Contractor shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives. Contractors' failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.

Federal Changes: 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

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

ARTICLE 8: CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by FHATA, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by FHATA are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

ARTICLE 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.

ARTICLE 10: PROHIBITED INTERESTS

1. 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 Contract, 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 Contract or the proceeds thereof, to any share or part of this Contract, 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.
2. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, 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.

ARTICLE 11: CONTRACT CHANGES

FHATA may at any time, by a written order, and without notice to the Contractor, make changes within the general scope of this Contract. No such changes shall be made by the Contractor without prior written approval by FHATA. If any such change causes an increase or decrease in the Contract sum, or the time required for performance of this Contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification. Any Contractor's 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 this Contract as changed.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 12: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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 Authority (FHRTA) which has set an overall goal for DBE participation of .05 percent. **There is no 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.

ARTICLE 13: 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.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

1. **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.
2. **Subrogation.** Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against FHATA, its commissioners, senior leaders and employees arising out of the use of FHATA's premises (including any equipment) by any party in performance of this Agreement.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

- 3. Indemnification.** Contractor shall be responsible for and indemnify, defend and hold harmless FHATA, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

ARTICLE 15: INSURANCE

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 (if applicable), by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to FHATA, naming FHATA as an additional insured, upon notification of contract award. Self-insurance policies may be considered as acceptable with a minimum coverage of \$1,000,000.

ARTICLE 16: INTEREST OF CONGRESS

No member of or 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.

ARTICLE 17: LOBBYING RESTRICTIONS

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.

ARTICLE 18: DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATION OR LIABILITY

FHATA and the contractor acknowledge and agree that, notwithstanding 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 FHATA, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 19: PATENT INFRINGEMENT

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.

ARTICLE 20: FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the Contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered 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 Contractor 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 to the Federal Government in connection with this Contract, the 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 clauses in each subcontract, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 21: DEBARMENT AND SUSPENSION 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 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 bidder, 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

1. The Contractor, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs,” as defined at 49 CFR Part 29, Subpart C.
2. 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.
3. 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)

ARTICLE 22: TERMINATION

1. **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 the 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.
2. **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.
3. **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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

4. **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.
5. **Termination for Default** – If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, FHATA may terminate this contract for default. FHATA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the 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 this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of FHATA.
6. **Property of FHATA.** Upon termination of the Contract for any reason, and if the Contractor has any property in its possession belonging to FHATA, the Contractor shall protect and preserve the property, account for the same, and dispose of it in the manner FHATA directs. Upon termination of the Contract for any reason, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to FHATA’s Project Manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

ARTICLE 23: CONTRACTOR’S RESPONSIBILITY

No advantage shall be taken by the Contractor or its subcontractor of the omission of any part or detail which goes to make the equipment complete and operable for use by FHATA. In case of any variance, this specification shall take precedence over Contractor's or subcontractor's own specifications. The Contractor shall assume responsibility for all materials and services used whether the same is manufactured by the Contractor or purchased ready made from a source outside the Contractor's company.

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 to Consultant.

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, security, financial resources and equipment necessary to perform all the services contemplated under this Contract in an orderly, timely, and efficient manner.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 24: 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.

ARTICLE 25: DISPUTE RESOLUTION

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

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 the 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.

ARTICLE 26: ENVIRONMENTAL REGULATIONS

1. **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.
2. **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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

The Contractor understands that FHATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

3. **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.
4. **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.
5. **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, the FHATA agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600. The Contractor agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this Agreement to report, any violation of these requirements resulting from any project implementation activity to FHATA. FHATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

ARTICLE 27: INSPECTION OF SERVICES

1. 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.
2. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to FHATA during contract performance and for as long afterwards and the Contract requires.
3. 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.
4. 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, FAHTA may:
 - a) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

- b) Reduce the Contract Sum accordingly.
5. 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:
- a) 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
 - b) Terminate the Contract for default.

ARTICLE 28: 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.

ARTICLE 29: PRIVACY ACT REQUIREMENTS

1. The Contractor agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552. Among other things, the Contractor agrees to obtain the express consent of the FHATA and/or the Federal Government before the Contractor or its employees operate a system of records on behalf of the FHATA or Federal Government.
2. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
3. The Contractor agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of personnel information. Contractor agrees to protect such information, and to limit the use of the information to that required by the contract.
4. Contractor shall be liable to each employee of FHATA for loss of any private or personal information lost or left unsecure by Contractor. Contractor shall not have any personal employee information for any reason outside of this contract.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 30: 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 the 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 Contract numbers against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

ARTICLE 31: 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.

ARTICLE 32: REQUESTS FOR PAYMENT

1. 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.
2. Payment by FHATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after FHATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
3. 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.
4. Subcontractor Payments
 - a) 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

- b) Prompt Return of Retainage. If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from FHATA.
- c) The Contractor shall certify on each payment request to the Authority 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.
- d) 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.
- e) The Contractor agrees that FHATA may provide appropriate information to interested subcontractors who inquire about the status of FHATA payments to the Contractor.
- f) 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.

ARTICLE 33: RIGHT TO OFFSET

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

ARTICLE 34: SEVERABILITY

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

ARTICLE 35: 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.

ARTICLE 36: UNAVOIDABLE DELAYS

A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 37: UNITED STATES PRODUCT AND SERVICE PREFERENCE

1. **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 49 CFR 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.
2. **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.
3. **Cargo Preference.**
 - a) 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.
 - b) 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.
 - c) 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 38: WARRANTY; WARRANTY OF TITLE

1. The Contractor agrees that equipment, materials or services furnished under this Agreement, shall be covered by the manufacturer's standard commercial warranty.
2. 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.
3. 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.
4. 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 various trades.
 - 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 to FHATA.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Contract Terms and Conditions (continued)

ARTICLE 39: NOTIFICATION AND COMMUNICATION

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 _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

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](#)

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix

1. VEHICLE LISTING

Vehicle ID	Year	Make	Model	Tire Size	# of Tires
0106	2011	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
0751	2014	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
0973	2008	Ford	Goshen Coach Cutaway	LT225/75R16	6
1101	2016	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
1102	2016	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
1103	2016	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
1104	2016	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
1105	2016	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
1106	2016	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
1107	2016	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
2199	2017	Ford	Goshen Eldorado Cutaway	LT225/75R16	6
2204	2011	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2205	2011	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2206	2017	Ford	Goshen Eldorado Cutaway	LT225/75R16	6
2563	2010	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2564	2010	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2565	2010	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2566	2010	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
2781	2013	Ford	StarCraft Allstar Cutaway	LT225/75R16	6
4325	2012	Ford	Goshen Thor Cutaway	LT225/75R16	6
7374	2015	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
7375	2015	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
7392	2010	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
7425	2012	Ford	Eldorado Aerotech Cutaway	LT225/75R16	6
7691	2017	Ford	Ford Transit Van	LT235-65R16	4
2070	2017	Ford	Eldorado Advantage Cutaway	LT225/75R16	6
2071	2017	Ford	Eldorado Advantage Cutaway	LT225/75R16	6
2074	2017	Ford	Eldorado Advantage Cutaway	LT225/75R16	6
2081	2017	Ford	Eldorado Advantage Cutaway	LT225/75R16	6
2082	2017	Ford	Eldorado Advantage Cutaway	LT225/75R16	6
1866	2018	Ford	Ford StarCraft Cutaway	LT225/75R16	6
1867	2018	Ford	Ford StarCraft Cutaway	LT225/75R16	6
1861	2018	Ford	Ford StarCraft Cutaway	LT225/75R16	6
1865	2018	Ford	Ford StarCraft Cutaway	LT225/75R16	6
1868	2018	Ford	Ford StarCraft Cutaway	LT225/75R16	6

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix

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 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 .05 percent. **There is no 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/dbcontractorlist/>.
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/dbcontractorlist/>. 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) NO CREDIT, however, will be given for the following:
 - i. Participation in a contract by a DBE that does not perform a commercially useful function as defined by the Program; and

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix: DBE Requirement (continued)

- 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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix: DBE Requirement (continued)

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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix: DBE Requirement (continued)

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;

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix: DBE Requirement (continued)

- 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.

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix

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).

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix

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”).

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Appendix: Sample Contract (continued)

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)

FLINT HILLS AREA TRANSPORTATION AGENCY

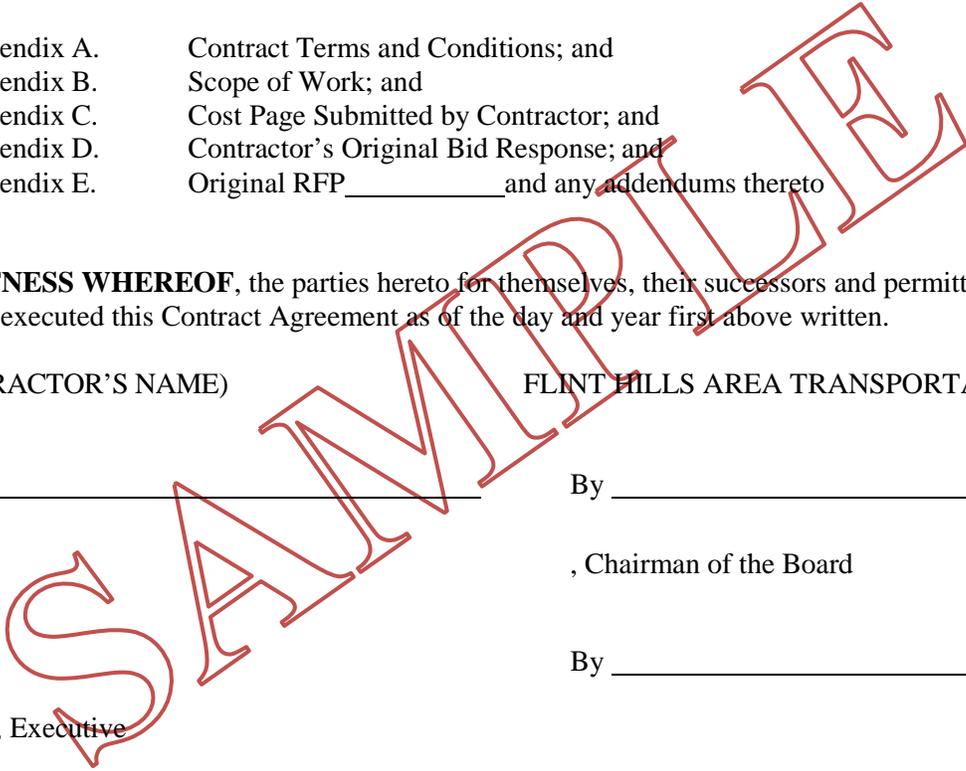
By _____

By _____

, Chairman of the Board

By _____

Anne Smith, Executive



Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

I. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS

1. BID INCLUSION PACKET (Checklist) 45

2. FHATA VENDOR REGISTRATION FORM 46

3. BID RESPONSE FORM (PRICING PAGES) 49

4. POWER OF EXECUTION 51

5. REFERENCES 52

6. QUALIFICATION CERTIFICATION 53

7. ACKNOWLEDGEMENT OF ADDENDA 54

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION 55

9. SUSPENSION / DEBARMENT CERTIFICATION 56

10. LOBBYING CERTIFICATION..... 57

11. FLY AMERICA CERTIFICATION FORM..... 58

12. NON-COLLUSION AFFIDAVIT 59

13. AGREEMENT TO COMPLY WITH THE POLICY AGAINST SEXUAL HARRASSMENT,
DISCRIMINATION, AND RETALIATION 60

14. CERTIFICATION COMPANY NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS OR SERVICES
FROM ISRAEL..... 61

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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	<ul style="list-style-type: none"> Attachment I.4 Power of Execution
	Yes	Bid Response Form (Attachment I.3) and required pricing pages.
	Yes	Understanding of Project: Provide a short description of your understanding of, and ability to fulfill, the scope of specifications listed in this IFB Section D 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	<ul style="list-style-type: none"> 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)

Invitation to Bid #: (RB) FY19-03-Tires

Attachments

2. 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:	<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited Liability Company		<input type="checkbox"/> Other (Explain) _____		
If Incorporated, in Which State:			Federal Tax ID No:		
Years in Business:			Years in Business Under Current Name:		
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.	<input type="checkbox"/> Less than \$250,000		<input type="checkbox"/> \$250,000 to \$500,000		<input type="checkbox"/> \$500,000 to \$1 Million
	<input type="checkbox"/> \$1 Million to 5 Million		<input type="checkbox"/> \$5 Million to 10 Million		<input type="checkbox"/> More than \$10 Million
Standard Invoice Terms:	Due Days		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) :			NAICS CODE(S):		
NAICS CODE(S):			NAICS CODE(S):		

FHATA VENDOR REGISTRATION (continued)

<p>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.</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<p>2. Is your firm a Small Business Enterprise (SBE) as defined by the U.S. Small Business Administration's Small Business Size Guidelines and 13 CFR 121? For further information on 13 CFR 121 and SBE designation refer to SBA's website at http://www.sba.gov/content/small-business-size-standards</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED
<p>3. 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.</p>	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> ENCLOSED

4. Does your firm meet any of these other federal business classifications? If YES, please provide a copy of certification documents.

Service Disabled, Veteran Owned Business
 SBA 8(a) Certified Business
 HubZone Program Certified
 Other _____

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's Finance Director at (785) 537-6345 or via email at mtuttle@fhata.org

SUSPENSION/DEBARMENT AFFIDAVIT: In accordance with 2 CFR Parts 180 and 1200, the vendor certifies that none of its principles 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 3 years preceding this proposal, has been convicted of or had civil judgement 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, (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (4) is indicted or charged by a government entity for any of the changes in 3; and (5) has had any public transaction terminated for cause or default within 3 years preceding this proposal.

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
- Affidavit of Civil Rights Compliance
- Signed Form W-9

**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**

NOTE: Vendors will be required to submit a signed IRS W9 form prior to authorization of any purchase.

A foreign corporation may not transact business in Kansas until it obtains a Certificate of Authority. To apply, you must use the forms provided by the Kansas Secretary of State's office, as required by law.

FHATA VENDOR REGISTRATION (continued)

AFFIDAVIT OF CIVIL RIGHTS COMPLIANCE

Must be attached to Vendor Registration

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 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 employment opportunity requirements apply to this Contract:

1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the Contractor 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 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, 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 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 U.S.C. § 623 and Federal transit law at 49 U.S.C. §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 U.S.C. §12112, the Contractor 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 Contractor agrees to comply with any implementing requirements FTA may issue.

Affiant’s Signature

Date

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB) FY19-03-Tires

Attachments

3. BID 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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachment 2. Bid Response- Pricing Pages (continued)

a) **PRICING TABLE 1: Bus Tires and Tire Services**

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	Set up fees to include measurements of the vehicles and any consulting services pertaining to the services to be provided	Total	\$		N/A
Product/Service					
2.	LT225/75R16 (HW), Load Range E (50,000 mile warranty) (Tires will not be ordered all at once). (Identify Delivery Fee Separately Below)	Tire	\$	288	\$
3.	LT235-65R16 (HW), Load Range E (50,000 mile warranty) (Tires will not be ordered all at once) (Identify Delivery Fee Separately Below)	Tire	\$	12	\$
Service Provided (As needed)					
4.	Installation of new steer tires with spin balance	Per service		TBD	\$
5.	Installation of new traction tires with spin balance	Per service		TBD	\$
6.	Tire Disposal Services (include cost to pick up and dispose) – Indicate the number of tires required for a “Load” _____	Per Load		TBD	\$
7.	Tire Delivery Fees	Per Delivery	\$		\$
TRAVEL EXPENSES					
8.	Guaranteed Not to Exceed Travel Expenses (see Travel Policy)	Total			N/A

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

4. POWER OF EXECUTION

Authorization of Bidder

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

(name of company)

a _____
(corporation, partnership, proprietorship)

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

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

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

(name of company)

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

Company

Signature, Title

Date

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

5. REFERENCES

Work accomplished by Contractor which best illustrates current qualification relevant to this project:

(1) Job Description: _____

Contract Amount: \$ _____ Number/Type of Service Performed: _____

Time to Complete Job: _____

Owner & Location: _____

Contact Name: _____ Telephone No.: _____

E-mail Address: _____ Contract Date: _____ to _____

(2) Job Description: _____

Contract Amount: \$ _____ Number/Type of Service Performed: _____

Time to Complete Job: _____

Owner & Location: _____

Contact Name: _____ Telephone No.: _____

E-mail Address: _____ Contract Date: _____ to _____

(3) Job Description: _____

Contract Amount: \$ _____ Number/Type of Service Performed: _____

Time to Complete Job: _____

Owner & Location: _____

Contact Name: _____ Telephone No.: _____

E-mail Address: _____ Contract Date: _____ to _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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 IFB 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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

7. ACKNOWLEDGEMENT OF ADDENDA

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

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to IFB (RB)FY19-03-Tires:

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

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 .05 percent. **There is no 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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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: _____

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

13. 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:

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

Flint Hills Area Transportation Agency (FHATA)

Invitation to Bid #: (RB)FY19-03-Tires

Attachments

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