

Request for Quote

PO Number: FY20-01-SIGNS

Purchase of Bus Route and Bus Stop Signs



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

Quotes are due no later than
2:00 PM CST on Thursday, July 18, 2019

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

Flint Hills Area Transportation Agency (FHATA)
Request for Quote PO #: FY20-01-SIGNS
Bus Route and Bus Stop Signs

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Flint Hills Area Transportation Agency (FHATA)

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A. SCOPE OF WORK/SPECIFICATIONS

1. Purpose and Background Information:

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”).

FHATA is soliciting quotes from a qualified vendor to provide bus route and bus stop signs for established routes within FHATA services area. Federal assistance is provided by FTA’s Section 5311, 5307 and 5339 Programs, authorized under Catalogue of Federal Domestic Assistance Number (CFDA) 20.509 Formula Grants for Rural Areas and 20.507 Formula Grants for Urbanized Areas and 20.526 Bus and Bus Facilities Formula Grant, respectively, to purchase these signs and supporting materials.

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

2. Terms:

The term of this agreement shall be for the period commencing July 2019 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”.

3. Specifications:

- a) Quotes submitted by interested vendors are to include general information about the company, the manufacturer of the bus route/stop signs, and references from previous municipal or transportation clients.
- b) Vendors will provide unit pricing for the products listed in Attachment D.3, entitled Bid Response Form and Required Pricing Page. FHATA will be purchasing Manhattan City-Wide Bus Route Signs and Transfer signs as soon as possible, the other products would be ordered on an as needed basis. The item’s details and specification’s are as follows.

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

- c) All signs will be placed in the outdoors, directly exposed to weather and light, materials and ink (UV) must be able to withstand conditions.

Flint Hills Area Transportation Agency (FHATA)

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Scope of Work/Specifications (continued)

d) Bus Route Sign Materials and Specifications (Timing Signs): We are requesting quotes to purchase new bus route signs for the Manhattan-City Wide Fixed Routes. Each sign will have a unique design, a sample sign has been provided in Appendix 1a and b Sample: Route Signs. The table below shows the initial sign order that will take place upon the notice of award.

- Material = 1/8 inch polycarbonate / 3 Mil PVC / or equivalent. These signs are smaller (generally 3-4" in width) and will be attached to posts using bolts/nuts/washer, however, strength or flexibility to resist snapping is required.
- Retroreflective = No
- Holes = None
- Designs = All 141 signs will have unique designs/files
- Corners = 1/4 inch round/chamfer

TIMING: Polycarbonate/3mil PVC/or equivalent				
Route	Quantity	Size (inches)	Total Size (feet)	Total Sq Feet
1	46	3x30	11.5x115	1322.5
2	21	3x20	5.25x35	183.75
	1	6x20	0.5x1.67	0.83
3	18	3x20	4.5x30	135
	3	6x20	1.5x5	2.5
4	18	4x24	6x36	216
5	7	3x19	1.75x11.08	19.4
	2	3x17	0.5x2.83	1.42
K18	20	3x20	5x33.33	166.67
Park N Ride	2	3x12	0.5x2	1
UE	3	3x11	0.5x2.75	1.38
Sub Total	141			2050.45

e) Transfer Sign Materials and Specifications: We are requesting quotes to purchase new transfer signs for the Manhattan-City Wide Fixed Routes. Each sign will have a unique design, a sample sign has been provided in Appendix 2 Sample: Transfer Sign. The table below shows the initial sign order that will take place upon the notice of award.

- Material = 1/8 inch DiBond printed single sided with UV ink , various sizes (see table below) / or equivalent
- Retroreflective = No
- Holes = None
- Designs = All 8 signs will have unique designs/files
- Corners = 1/4 inch round/chamfer

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Scope of Work/Specifications (continued)

TRANSFER: 1/8 inch DiBond/or equivalent				
Location	Quantity	Size (inches)	Total Size (feet)	Total Sq Feet
K-State	1	24x36	2x3	6
Jardine	1	28x24	2.33x2	4.66
Derby	1	24x24	2x2	4
Lafene	1	24x24	2x2	4
Westloop	1	24x36	2x3	6
Walmart	1	32x24	2.67x2	5.34
Ogden	1	24x24	2x2	4
Union North	1	22x24	1.83x2	3.67
Sub Total	8			37.67

- f) Bus Stop Sign Materials and Specifications (add-on): We are requesting quotes to purchase additional bus stop signs as needed for both our Manhattan City-Wide and Junction City-Wide Fixed Route Services.

The following is the current specifications of the signs, and sample sign has been provided in Appendix 3.

- Size = 12 x 18 inches
- Material = 0.080 Aluminum
- Retroreflective = High intensity prismatic reflective with cut vinyl copy

Estimated Current Quantities, this is subject to change for future orders.

Bus Stop Signs			
	Right	Left	
	Alignment	Alignment	Total
Current Quantity	230	100	330

- g) Color Guides for signage:

Color	HTML	RGB
Red	ff000	255 0 0
Blue	2a7ff	42 127 255
Green	44aa00	68 170 0
Yellow	ffeb00	255 235 0
Orange	ff7f2a	255 127 42
Purple	8800aa	136 0 170

- h) Design drafts should follow the examples provided in Appendix 1-3. Proposals should include detailed specification sheets and images. Vendors must be able to comply with the federal requirements set forth in Attachments D8-D14.
- i) Delivery of the (141) bus route signs and the (8) transfer signs must be completed and delivered by 5:00 p.m. CST, July 25, 2019. All other orders will placed on an as need and timing of delivery can be negotiated.

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B. QUOTE SUBMISSION INFORMATION/INSTRUCTIONS

1. Quote Submission:

- a) *Submission Requirements:* The quote, along with all other accompanying documents and materials submitted by the vendor, will be deemed to constitute the entire quote. The Vendor shall promptly furnish any additional information requested relative to its quote, including delivery schedule, warranties, unit costs for the items, the experience and qualifications of the vendor in the services required, and municipal or transportation references. At a minimum, each quote should contain ALL of the elements included in Attachment D.1, we strongly encourage that the checklist included in Attachment I.1 be included with your quote package to ensure all elements have been included. All Federal and State clauses and certifications must be completed and fully executed in order to be considered.
- b) *Submission:* Quotes may be submitted on the Quote Response Form and Pricing Pages (Attachment D.3) provided, no later than 9:00 AM CS on Friday, July 19, 2019. **Quotes submitted on any other form should include the same information as included on the Quote Response Form and Pricing Pages or may be considered non-responsive and therefore rejected.** The authorized person signing the quote shall initial any erasures, corrections or other changes appearing on the Quote Response Form.

Quotes must be signed by an authorized official and may be submitted (1) via e-mail to mtuttle@fhata.org; or (2) faxed to 785.537.6327 or (3) mailed (or hand delivered to) to the Finance Department, Attn: Melanie Tuttle, Finance Director, FHATA, 5815 Marlatt Avenue, Manhattan, KS 66503. **The submission should be labeled Request for Quote / FY20-01-SIGNS**

- i. Quotes received after time specified shall not be opened or considered for award.
 - ii. FHATA reserves the right to reject quotes that alter the federal and state clauses or required forms or otherwise take exception to the quote requirements. Vendors may submit alternative quotes 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.
- c) *Submittal Deadline:* Quotes are due no later than 2:00 PM CST on Thursday, July 18, 2019.
 - d) *Questions and Comments:* Any questions, comments or requests for clarification maybe submitted in writing to **Melanie Tuttle, Finance Director**, at mtuttle@fhata.org (no later than end of business day on Monday July 15, 2019. If required, FHATA's response to these submissions will be in the form of an Addendum.

2. Communications:

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

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.

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Quote Submission/Instructions (continued)

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3. Quote Evaluation Criteria

The following are the evaluation criteria, listed by degree of importance. A criterion may have multiple elements with varying degrees of importance:

- a) Previous experience in sign preparation and overall qualifications of vendor (40%)
- b) Responsiveness to RFP specification (20%)
- c) Single unit pricing (30%)
- d) Reference from municipal or transportation clients (10%)

4. 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.**

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C. APPENDIX:

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

- 1. Sample 1a and 1b: Route Signs (Manhattan City-Wide Fixed Routes)**
- 2. Sample 2: Transfer Signs (Manhattan City-Wide Fixed Routes)**
- 3. Sample 3: Fixed Route Bus Stop Signs**

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Attachments

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Flint Hills Area Transportation Agency (FHATA)

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Attachments

1. QUOTE SUBMISSION (Checklist)

The following is provided to ensure that all required documentation has been included in the Quote. The Vendor 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 Quote to be considered responsive, if any of these are items are missing or incomplete the Quote 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 Quote.

(1)	Required (2)	Description
	Yes	Understanding of Project: General information about the company, the manufacturer of the bus route/stop and general understanding of project. Include a description of your understanding of, and ability to fulfill, the scope of specifications listed in the Request for Quote Section A Scope of Work/Specifications.
	Yes	Vendor Information: Include Attachment I.2 Vendor Information. All bidders doing business with the FHATA shall complete a Vendor Registration Form (Attachment 1). To verify your firm’s registration status, contact the FHATA’s Finance Director at (785) 537-6345 or email at mtuttle@fhata.org. Once registered, firms are responsible for submitting any changes to this document to FHATA.
	Yes	Attachment I.4 Power of Execution
	Yes	Bid Response Form (Attachment I.3) and required pricing pages.
	Yes	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
	Yes	Acknowledgement of Contract Terms, Clauses, and Provisions
		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 #: FY20-01-SIGNS 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)

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Attachments

3. QUOTE 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 Request for Quote. The Quote 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.

Quotes submitted on any other form may be considered non-responsive and therefore may be rejected if required information is not included. The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Quote Response Form.

Vendors must bid on all of the following Pricing Tables.

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Quotes and any subsequent Addenda. The Vendor 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 Agency 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 Request for Quotes. 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)

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Attachments: Quote Response Page (continued)

a) PRICING TABLE BUS STOP AND ROUTE SIGNS: INITIAL ORDER

Table 1: Initial Order: Delivery of the (141) bus route signs and the (8) transfer signs must be completed and delivered by 5:00 p.m. CST, July 25, 2019. Provide unit pricing for each sign, and unit price by the square foot should include all shipping, handling and freight delivery charges. Prices should be exclusive of taxes.

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	<i>Bus Route Signs:</i> Each sign will have a unique design; a sample sign has been provided in Appendix 1a and 1b. See scope of Services for detail specifications. <i>Please provide details of materials proposed.</i>				
1a	Route 1 (46 signs): 3x30 Inches / 11.5x115 (feet)	Sq Feet	\$	1322.50	\$
1b	Route 2a: (21 signs) 3x30 Inches / 5.25x35 (feet)	Sq Feet	\$	183.75	\$
1c	Route 2b: (1 sign) 6x20 Inches / .5x1.67 (feet)	Sq Feet	\$.83	\$
1d	Route 3a: (18 signs) 3x20 Inches / 4.5x30 (feet)	Sq Feet	\$	135	\$
1e	Route 3b: (3 signs) 6x20 Inches / 1.5x5 (feet)	Sq Feet	\$	2.5	\$
1f	Route 4: (18 signs) 4x24 Inches / 6x36 (feet)	Sq Feet	\$	216	\$
1g	Route 5a: (7 signs) 3x19 Inches / 1.75x11.08 (feet)	Sq Feet	\$	19.4	\$
1h	Route 5b: (2 signs) 3x17 Inches / .5x2.83 (feet)	Sq Feet	\$	1.42	\$
1i	K18: (20 signs) 3x20 Inches / 5x33.33 (feet)	Sq Feet	\$	166.67	\$
1j	Park N Ride: (2 signs) 3x12 Inches / .5x2 (feet)	Sq Feet	\$	1	\$
1k	UE: (3 signs) 3x11 Inches / .5x2.75 (feet)	Sq Feet	\$	1.38	\$
1	Total Signage for Bus Route Signs (141 Signs)	Sq Feet		2,050.45	\$
	Option: Holes: One 3/8 inch hole drilled at center, 1 inch from top of sign and One 3/8 inch hold drilled at center, 1 inch from bottom of sign.	Hole	\$	282	\$
2	<i>Transfer Signs:</i> Each sign will have a unique design; a sample sign has been provided in Appendix 2. See scope of Services for detail specifications: <i>Please provide details of materials proposed.</i>				
2a	K-State (1 sign): 24x36 Inches / 2x3 Feet	Sq Feet	\$	6	\$
2b	Jardine (1 sign): 28x24 Inches / 2.33x2 Feet	Sq Feet	\$	4.66	\$
2c	Derby (1 sign): 24x24 Inches / 2x2 Feet	Sq Feet	\$	4	\$
2d	Lafene (1 sign): 24x24 Inches / 2x2 Feet	Sq Feet	\$	4	\$
2e	Westloop (1 sign): 24x36 Inches / 2x3 Feet	Sq Feet	\$	6	\$
2f	Walmart (1 sign): 32x24 Inches / 2.67x2 Feet	Sq Feet	\$	5.34	\$
2g	Ogden (1 sign): 24x24 inches / 2x2 Feet	Sq Feet	\$	4	\$
2h	Union North (1 sign): 22x24 Inches / 1.83x2 Feet	Sq Feet	\$	3.67	\$
2	Total Signage for Bus Route Signs (141 Signs)	Sq Feet	\$	37.67	\$
	Option: Holes: One 3/8 inch hole drilled at center, 1 inch from top of sign and One 3/8 inch hold drilled at center, 1 inch from bottom of sign.	Hole	\$		
3	Total Price for Initial Order (no holes)	Sq Feet	\$	2088.12	\$

Flint Hills Area Transportation Agency (FHATA)

Request for Quote #: FY20-01-SIGNS

Attachments: Quote Response Page (continued)

b) PRICING TABLE BUS STOP AND ROUTE SIGNS

Table 2: ADD-ON: We are requesting pricing for additional signage orders on an as needed basis. Per unit pricing would likely be on per sign basis, unless a bulk order is placed. Provide unit pricing for each of the sign types, please indicate if your pricing is Per Sign or Per Sq Foot. Unit price should include all shipping, handling and freight delivery charges. Prices should be exclusive of taxes.

ITEM NO.	DESCRIPTION/COMMENTS	UNIT OF MEASURE (per Sign or Per Sq Foot)	UNIT PRICE	ESTIMATED QUANTITIES	EXTENDED PRICE
1.	<i>Bus Route Signs:</i> Each sign will have a unique design; a sample sign has been provided in Appendix 1a and 1b. See scope of Services for detail specifications.		\$		
2	<i>Transfer Signs:</i> Each sign will have a unique design; a sample sign has been provided in Appendix 2. See scope of Services for detail specifications: <i>Please provide details of materials proposed.</i>		\$		
3	<i>Bus Stop Signs:</i> Sample design has been provided in Appendix 3. See scope of services for detail specifications.				
4	Option: Holes: One 3/8 inch hole drilled at center, 1 inch from top of sign and One 3/8 inch hold drilled at center, 1 inch from bottom of sign.	Hole	\$		

Flint Hills Area Transportation Agency (FHATA)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

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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)

Request for Quote #: FY20-01-SIGNS

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 Request for Quote FY20-01-SIGNS:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

Flint Hills Area Transportation Agency (FHATA)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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)

Request for Quote #: FY20-01-SIGNS

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

Flint Hills Area Transportation Agency (FHATA)

Request for Quote #: FY20-01-SIGNS

Attachments

15. 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)

Request for Quote #: FY20-01-SIGNS

Attachment: 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)

Request for Quote #: FY20-01-SIGNS

Attachment: 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)

Request for Quote #: FY20-01-SIGNS

Attachment: 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)

Request for Quote #: FY20-01-SIGNS

Attachment: 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.
- 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

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Attachment: Contract Terms and Conditions (continued)

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.

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

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Attachment: Contract Terms and Conditions (continued)

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.

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.

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Attachment: Contract Terms and Conditions (continued)

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.
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.

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Attachment: Contract Terms and Conditions (continued)

- 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.

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.

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Attachment: Contract Terms and Conditions (continued)

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. 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.

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Attachment: Contract Terms and Conditions (continued)

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
 - 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.

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Attachment: Contract Terms and Conditions (continued)

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.

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.

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Attachment: Contract Terms and Conditions (continued)

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.
 - 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.

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Attachment: Contract Terms and Conditions (continued)

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.

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 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor further agrees to include these requirements in all subcontracts exceeding \$100,000.
- 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.

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Attachment: Contract Terms and Conditions (continued)

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.

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)

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Attachment: 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 _____