

Request for Proposal

Proposal Number: **FY25-1003**

**Transit Technology Software Modernization (Fixed Route CAD/AVL,
Paratransit/Microtransit CAD/AVL, Planning and Scheduling Software)**

Issue Date: January 5, 2026



FLINT HILLS AREA TRANSPORTATION AGENCY

Finance Department
Anne Smith, Executive Director
5815 Marlatt Ave
Manhattan, KS 66503
Telephone: 785-537-6345
Fax: 785-537-6327

A. PROPOSER INSTRUCTIONS

Key Dates and Deadlines

RFP Issued/Advertised	Jan 5, 2026
Questions Due	Jan 14, 2026
Pre-Proposal Meeting (virtual)	Jan 22, 2026
FHATA Response to Questions	Jan 30, 2026
Proposal Submission Deadline	Feb 13, 2026
Demos/Interviews	Feb 23-Feb 27, 2026
Anticipated Contract Award	Mar 20, 2026

Communication Protocol

Notify Anne Smith at asmith@fhata.org to receive updates and addenda. FHATA is not responsible for communicating with firms that do not express interest.

Pre-Proposal Meeting Details

- Date: January 22, 2026 (Non-mandatory)
- Format: Microsoft Teams Conference (https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDcwYjk1NzMtYjU1YS00NTY2LTkyYjEtNzc5MTNhZjExMzV1%40thread.v2/0?context=%7b%22Tid%22%3a%2280755d99-9176-44a3-bfc3-5ec769efb199%22%2c%22Oid%22%3a%2220422385-c832-4460-983c-088b44e3f01b%22%7d)
- FHATA representatives will address scope, federal/state clauses, and Proposer questions.
- Questions must be submitted in writing by January 14, 2026 or asked during the meeting.
- Addendum(s) will be issued by January 30, 2026.

Proposal Submission Guidelines

- Deadline: February 13, 2026 by 2:00 PM CST
- Virtual public bid opening link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQzNWJjODEtNDZkMC00YjBiLWFhMjItZTdjM2ZkNDUxYjcx%40thread.v2/0?context=%7b%22Tid%22%3a%2280755d99-9176-44a3-bfc3-5ec769efb199%22%2c%22Oid%22%3a%2220422385-c832-4460-983c-088b44e3f01b%22%7d
- Accepted Formats: Hard copy or electronic (email or flash drive)
- Labeling: Subject line or envelope must state “REQUEST FOR PROPOSAL – Transit Technology Software Modernization”
- Volumes Required:
 - Volume I: Technical Proposal
 - Volume II: Price Proposal & Signed Certifications
- Submission Address

Flint Hills Area Transportation Agency
Procurement Department
5815 Marlatt Avenue
Manhattan, Kansas 66503
Email: asmith@fhata.org

Proposals must remain valid for 90 days from the closing date.

Proposal Content Requirements

Volume I: Technical Proposal (Max 30 pages)

A. Cover Letter

Brief letter, signed by an authorized person, and should identify all materials and enclosures being forwarded in response to the RFP. It shall be written on firm letterhead and contain the firm name, address, telephone number and name of contact person and their email address.

B. Understanding of Project

A written technical proposal with supporting information and documentation must be included. The proposal shall be comprehensive, accurate, and effective without unnecessary bindings or other decorative or extraneous materials. If a proposer does not have qualifications to perform work within a specific technology category, it should be expressly identified, and the Proposer should not include this section in their proposal. If a subconsultant is proposed to complete a portion of the scope listed in Section B, the roles must be specifically identified.

C. Experience & Qualifications

Provide a description of your firm and statement of your experience, including material which demonstrates sufficient personnel with the licenses, disciplines, skills, experience and equipment required to complete the contract in a satisfactory manner. Must include details of proposed subcontractors. Provide an Organization Chart showing how the account will be staffed in all functional areas. Must include subconsultants who will participate during the course of services. Must identify designated project manager, who will function as the primary point of contact between FHATA and the team proposed to provide services through Task Order. Individual names, titles and roles must be identified. Key Staff Members and Project Managers, those requiring licenses or certifications, must be included by Name, Title, and Role. Staff level and administrative functions may be identified by role. Resumes and experience must be included for all key staff members and project managers.

D. Subcontractor Utilization Plan

Subcontractors must be approved by FHATA prior to contract award. If applicable, proposer shall provide information regarding unaffiliated firms that will perform a portion of the work.

E. References

Provide at least three (3) references to which you have performed similar services over the past five years. Contact information for all references must be up to date.

F. Relevant Projects

Relevant projects should be recent, completed within the last five (5) years. Must provide a minimum of five (5) projects and not more than seven (7) similar in terms of project type, size, complexity, budget, and schedule.

G. Technical Requirements Response

Proposers may submit proposals for one, two, or all three of the technology solutions FHATA intends to replace. To be considered, proposers must provide a complete response to Section C, D, and/or E, corresponding to the technology area(s) being proposed. FHATA will evaluate and award each technology solution independently (Fixed Route CAD/AVL, Paratransit/Microtransit CAD/AVL, Planning & Scheduling Software). Proposers seeking consideration for any of these areas must submit a full response to the relevant Technical Requirements section.

H. Additional Documentation

Proposer shall submit any other documents necessary to complete this proposal. This may include technical information or product brochures.

Volume II: Price Proposal & Acknowledgements

A. Proposer Registration Form

All proposers shall complete a Proposer Registration Form (Section F). To verify your firm registration status, contact FHATA Executive Director at (785) 537-6345. Once registered, firms are responsible for submitting any changes to this document to FHATA.

B. Terms & Conditions

Section G must be signed in its entirety, and each page initialed for agreement to terms and conditions, including ALL required Federal and State clauses and certifications. Missing or improperly executed forms could be considered incomplete and non-responsive.

All federal and state clauses must be signed as-is. Missing or altered clauses will result in a nonresponsive bid.

C. Cost Tables

Cost tables must clearly state which technology solutions are being proposed and include startup hardware and fees, annual platform and support fees, training fees, integration fees and any other fees required for project implementation. Fees must clearly state total costs (one-time and ongoing) by year for years 1-5. Section H must be completed and attached. The proposer must clearly identify if Section C, D, or E is not included in the proposal or if the Proposer cannot provide that service. Firm must be able to provide all services under a section, they cannot provide partial services, however a proposer can choose not to propose on the entire section.

Restrictions & Ethics

No contact with FHATA Board or staff (outside Procurement) from RFP issue to contractor selection. Violations may result in disqualification.

Evaluation Criteria

The following Evaluation Criteria will be used to evaluate each technology solution FHATA intends to replace (Fixed Route CAD/AVL, Paratransit/Microtransit CAD/AVL, Planning & Scheduling Software). A proposer submitting for all three solutions will receive three separate evaluation scores and compete with other proposers for award within each individual section.

- Cost (10%) – Proposers shall not inflate prices in the initial proposal, as cost is a factor in determining who may receive an award or be invited to formal negotiations; FHATA reserves the right to award to the lowest responsive proposal without conducting formal negotiations if recommended by the evaluation team.
- Technical Requirements (30%) – Quality and clarity of Sections C, D, or E
- Qualifications, Experience of Key Project Members (20%) – Includes qualifications of principal project members and their experience.
- Prior Experience (20%) – Experience with similar projects and transit agencies. Proposer must submit contact information for a minimum of three (3) previous projects including the project scope, outcome and dates.
- Demos and Interview (20%) – Quality and clarity of interview responses to address any concerns raised by FHATA.

Evaluation Criteria	Total Points Possible
Cost	Submitted in Section H. Includes hardware, software, and support.
Technical Requirements	Quality and clarity of responses to Sections C, D, and/or E
Qualifications and Experience of Key Project Members	Qualifications and experience of proposed project team meets FHATA needs
Prior Experience and References	Relevance and quality of feedback from prior clients
Demos and Interview	Following submission, FHATA will invite up to 5 firms per technology solution category with the highest evaluation scores to interview
Total Points Possible	100

B. SCOPE OF WORK

Background Information

The Flint Hills Area Transportation Authority (FHATA) provides public transit services across a three-county region surrounding Manhattan and Junction City, Kansas. In Riley and Geary Counties, FHATA directly operates fixed route bus service and manages all aspects of demand response operations, including vehicle deployment, ride scheduling, dispatch, and trip monitoring. While FHATA does not operate vehicles in Pottawatomie County, it supports that county's demand response service by handling scheduling and dispatch functions.

FHATA is a unique partnership between two legally distinct entities—Flint Hills Area Transportation Agency, Inc. (a nonprofit corporation) and the Flint Hills Area Transportation Board (a quasi-governmental body)—working together toward a shared mission: to deliver and promote high-quality transit services throughout the Flint Hills region. The agency collaborates with local governments, Kansas State University (KSU), and area businesses to provide a range of services, including fixed route transit in Manhattan and Junction City, as well as paratransit and demand response services throughout Riley, Geary, and Pottawatomie Counties.

FHATA operates from a single facility that houses its administrative offices, operations center, and vehicle maintenance shop. The agency employs approximately 40 full-time equivalent staff and maintains a fleet of 33 vehicles (26 for fixed route, 7 for paratransit) in active service. Monthly ridership averages around 11,000 passengers on fixed routes and 1,300 on on-demand response services. An export of an October 2025 typical week dispatch and operator shift schedule is shown in Section I.

Project Summary & Objectives

FHATA seeks to upgrade or replace the software and hardware used for scheduling, dispatching, planning, and monitoring of the agency's demand response and fixed route services. The term of the contract will be three (3) years, with two (2) option years. This procurement aims to streamline various technology programs and services to ensure continuity of reliable, supported, and economical transit services, while adding new microtransit functionality which allows customers to make ride reservations and get notifications through an app. Implementation of these technology solutions is planned to be phased, to prevent overloading staff and ensure they are trained. FHATA now seeks to upgrade or replace the following software and hardware:

- **Fixed route CAD/AVL (Currently provided by Reveal)**

Reveal manages and tracks route schedules and real time vehicle GPS tracking for all fixed routes and demand response services, across all services. The system utilizes on board GPS location devices provided by Reveal. The system provides real time GPS capabilities through cellular data. The Reveal arrangement is a Software as a Service.

They maintain reporting and historic data and process FHATA data on their own computers.

- **Paratransit CAD/AVL (Currently provided by Reveal)**

Reveal manages and tracks route schedules and real time vehicle GPS tracking for all fixed routes and demand response services, across all services. The system utilizes on board GPS location devices provided by Reveal. The system provides real time GPS capabilities through cellular data. The Reveal arrangement is a Software as a Service (SaaS). They maintain the software and process FHATA data on their own computers. FHATA keeps record of customer profiles, ADA information, and Reveal status.

- **Microtransit CAD/AVL (No current provider)**

Although FHATA does not currently operate a microtransit service, this procurement will aid in the selection of a Proposer that offers a single platform for both paratransit and microtransit CAD/AVL. Proposer should illustrate commingling functionality and reporting capabilities for separate paratransit and microtransit services.

- **Planning & Scheduling Software (No current provider)**

In the past, FHATA used OptiBus to prepare budgets and plan new route changes in current routes. The software did not, however, integrate directly into the CAD-AVL product or allow for analysis of actual performance compared to planned performance.

FHATA expects to continue to use the following technology software and hardware. New software and hardware is expected to integrate as needed with these existing systems, and Proposer should clearly illustrate the cost and how integration would function. FHATA desires integrations reducing the total number of separate applications for dispatch and admin staff to monitor. The following are in use today.

- **Swiftly – GTFS-real time for fixed route**

Swiftly Best-in-Class Public Transportation Software provides real-time information as part of FHATA's scheduled GTFS feed using onboard broadband routers with GPS capabilities. The software works in conjunction with our customer facing feed through Transit App to provide real-time tracking of the vehicle locations for a better experience for our customers.

- **Transit App – Passenger-facing trip planning**

FHATA contracts with Transit App for exclusive trip planning and real-time arrival estimates for the fixed route system. Any aggregated feed must be in a format Transit App can readily use with no additional modification.

- **AngelTrax – On-board cameras**

Each vehicle is equipped with a Surveillance system (5 cameras) with onboard broadband routers with GPS capabilities, with tracking through software called MotoTrax. This system is used in conjunction with Swiftly to provide the schedules and real-time GTFS feeds published independent of FHATA's feed.

- **RTA Fleet – Fleet management system**

Ron Turley Associates (RTA) Fleet Management Software tracks and manages fleet performance.

- **Deputy – Driver scheduling and timesheet management**

Deputy is independent of the CAD-AVL software and does not feed directly from the route schedules. Deputy is a digital work scheduling and timesheet tracking software.

On-bus tablets and data plans

Each FHATA vehicle used for revenue service has a GPS-enabled tablet (Galaxy Tab A7 Lite, SM-T227U) used to track vehicle location and to convey information between dispatch and the bus operator. The current tablets are 2+ years old and have a data plan managed by FHATA, with Reveal managing the software and app.

FHATA does not require the software Proposer selected under this RFP to supply the devices (e.g., tablets) on the buses or the data plan for real-time communication with those devices; however, proposers are welcome to have that as an option in the proposal. The agency is prepared to arrange for these independently, with device specifications provided to FHATA from the winning proposer. Proposers may provide the devices and data package as part of the bid, but it should be called out distinctly for FHATA's review in the cost analysis.

FHATA does not require the services under this contract to be a Software as a Service arrangement. The agency has limited internal IT support for its computers and data systems and is interested in understanding costs for Proposer to provide this support for tablet hardware. The agency is not opposed to a SaaS moving forward, but the Proposer must describe what is available, what are the implications for software reliability, and what are the upfront, annual, and lifetime (five to seven year) costs. FHATA will not limit the RFP or have a particular preference for whether FHATA manages the software in-house or whether it is a SaaS. This will come down to cost analysis on which options we choose and quality of the products. A key issue, though, is FHATA must own its own API Data and be able to access and download it readily.

FHATA expects the software will have a testing period ready to implement within three to six months after the notice to proceed, with a goal of implementation of fixed route and paratransit systems prior to the start of school in August 2026. Technology solution implementation is expected to be staggered to ensure staff is not overloaded and is adequately trained. Proposers should recommend the typical testing period and provide an overall timeline for going live, after the testing period. The Proposer will support the software and any devices provided by the Proposer for the length of the agreed upon contract. The Proposer will also provide training for agency staff in the effective use of software features. At a minimum, the Proposer should detail the staff training program for the software, a timeline, and proposed schedule for the

Request for Proposal: _____

training, after notice to proceed. Proposers should specify whether the training is in person or virtual. At a minimum, FHATA anticipates in-person training for:

- One week with drivers and dispatch prior to GoLive,
- One week of the GoLive
- A follow-up onsite 3-day training within 4 months, after GoLive

Proposers should also provide and discuss the quantity and type of virtual training, at a minimum, throughout the duration of the contract. FHATA. FHATA anticipates bi-weekly team calls from the onset of the contract, through GoLive, and for two months after GoLive. After that time, monthly virtual team meetings are anticipated.

Proposer Proposal Categories

The intent of FHATA is to select one Proposer for each of the following technology categories. A single Proposer may be selected for more than one category. Proposers must complete a Technical Requirements Matrix (TRM) as part of their technical proposal submittal for each technology category intended for evaluation. Proposers may submit completed TRMs for one, two, or all three technology categories to be evaluated by FHATA.

1. Fixed Route CAD/AVL – Section C
2. Paratransit/Microtransit CAD/AVL – Section D
3. Planning and Scheduling Software – Section E

Within the TRM, Proposers are required to describe in detail how their solution meets the specifications outlined within each requirement. All responses should be entered within the corresponding columns and rows within the TRM.

The TRM is used to document and track the scheduling system requirements from the proposal through implementation to testing to verify all requirements have been completely fulfilled. The Proposer will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Proposer's responses described in the TRM will form a basis for subsequent testing and validation that all requirements have been met.

The TRM must indicate how the Proposer is able to comply with each requirement. It is not essential Proposers meet all requirements, though each requirement not met will lead to a reduction in the Proposer's score. In cases where the Proposer does not currently meet a requirement, but the Proposer plans to implement necessary customizations or enhancements in order to comply with the requirement, the Proposer should describe its approach to making the necessary changes. It is not sufficient for the Proposer to state they intend to meet a requirement of the RFP, without providing additional description. FHATA will consider this response to a requirement in this RFP to be non-responsive. The narrative should provide FHATA with

Request for Proposal: _____

sufficient information to compare and contrast the Proposer's technical solution with other Proposers' solutions.

The Proposer must ensure the original requirement identifier and requirement description are maintained in the TRM, as provided by FHATA. Failure to maintain these elements is grounds for disqualification.

How to complete the TRM:

TRM Column Description	Proposer Responsibility	
TR #	The unique identifier for the technical requirement, as assigned by FHATA. This column is dictated by the RFP and must not be modified by the Proposer.	
Requirement description	The statement of the requirement to which the Proposer must respond. This column is dictated by the RFP and must not be modified by the Proposer.	
Resp. (Response code)	Each of the items from the Requirements Matrix of this RFQ require a response of Y (Yes), C (Custom) or N (No). Below is a brief explanation of each.	
	Y	Yes, the system in its current release meets the requirement without manipulation of functions, fields, forms or the need to add fields and tables to the system.
	C	Yes, the system will be able to meet the requirement, with some customization required, but at no additional cost.
	N	No, the software does not or cannot meet the requirement.
Response	Provide a short description for each requirement that is compliant, as well as an explanation of any modifications needed to meet the requirement and a description of how the modification will be accomplished. In cases where the requirement description has posed specific questions to the Proposer, please be sure your responses address the questions asked. A restatement of the requirement is not considered a substantive response.	

C. TECHNICAL REQUIREMENTS – FIXED ROUTE CAD/AVL

User Accounts, Permissions, and Tracking			
TR#	Description	Response Code	Proposer Response
TR1	The system includes user accounts. To access the system, a registered user enters credentials (user name and password) associated with their user account.	Y/C/N	
TR2	Each user can be associated with one or more user roles. Access to data and functionality within the system is based on the permissions associated with the user's role or roles. At minimum, the system provides expanded access to administrative users in comparison to other system users. Please describe standard user roles available in your system, and whether it is possible for agencies to create their own customized user roles, if needed.	Y/C/N	
TR3	The system includes functionality that allows administrative users to manage user accounts for other system users. This includes adding a new user, editing the information for an existing user (such as changing user role, or updating user password), or deleting an existing user who no longer works at the purchasing Transit Agency.	Y/C/N	
TR4	The system allows a logged in user to update their own information, such as changing their password.	Y/C/N	
TR5	System keeps a log of date, time, entry, and user associated with any entry or changes to data for customers, drivers, vehicles, trips, and runs.	Y/C/N	

Driver Information

TR#	Description	Response Code	Proposer Response
TR6	System supports creating, editing, or deleting of driver records.	Y/C/N	
TR7	System supports editing of general information about drivers, such as name and driver number, with ability to add custom fields as determined by FHATA.	Y/C/N	
TR8	System supports editing and tracking information about the days and times that drivers are available to drive or unavailable to drive.	Y/C/N	
TR9	System supports editing and tracking information about qualifications that drivers are expected to maintain (such as annual safety training, or valid driver's license) and when the qualifications need to be renewed.	Y/C/N	
TR10	System supports uploading and storing documents associated with a driver record (such as a scan of the driver's current driver license).	Y/C/N	
TR11	System stores information about runs that a driver has previously driven or is scheduled to drive in the future. (See subsequent requirements related to run data for more details).	Y/C/N	

Vehicle Information			
TR#	Description	Response Code	Proposer Response
TR12	System supports creating, editing, or deleting vehicle records.	Y / C / N	
TR13	System supports editing general information about a vehicle such as make, model, year, VIN, and current odometer reading.	Y / C / N	
TR14	System supports creating different possible mobility configurations (combinations of seats, tie down spaces, etc.) possible, and then associating the mobility configurations with different vehicles or vehicle types. For example, a certain type of van could potentially be configured with three seats and one tie-down space, or alternatively with two seats and two tie-down spaces.	Y / C / N	
TR15	System supports creating different certifications a vehicle must maintain, such as annual safety inspection or registration. System tracks both previously completed certifications as well as upcoming certifications.	Y / C / N	
TR16	System supports creating different standard preventative maintenance profiles specified for different vehicles or vehicle types. System tracks previously completed preventative maintenance, as well as upcoming preventative maintenance requirements. System supports pre-trip inspection activities.	Y / C / N	
TR17	System supports logging of additional vehicle history events, such as vehicle purchase, crashes, non-preventative maintenance, and so forth.	Y / C / N	
TR18	System supports uploading and storing documents associated with a vehicle record (such as the bill of scale, or scanned vehicle maintenance receipts). This feature is not needed today, but may be needed in the future.	Y / C / N	
TR19	System can store information about runs performed using the vehicle, or scheduled with the vehicle in the future. (See subsequent requirements related to run data for more details).	Y / C / N	

Trips and Runs

TR#	Description	Response Code	Proposer Response
TR20	System supports creating, editing, and deleting trip records.	Y / C / N	
TR21	System supports creating, editing, and deleting run records.	Y / C / N	
TR22	System supports editing general information about runs entered in the system, such as driver of run, vehicle used for run, odometer readings at beginning and end of run, start time and end time of run, and series of trips scheduled for the run.	Y / C / N	
TR23	System supports creating, editing, and deleting recurring run templates. These describe runs that recur on a specified basis, such as every Monday and every Friday from 9 am to 5 pm.	Y / C / N	

Scheduling and Dispatch			
TR#	Description	Response Code	Proposer Response
TR24	System allows staff to manually enter and update information about runs such as driver, vehicle, start and end times, trips served, and beginning and ending odometer reading.	Y/C/N	
TR25	System can generate new recurring runs automatically for the specified days and times associated with recurring run templates.	Y/C/N	
TR26	System provides algorithms that can assign trips to runs and sequence trips within runs in order to build feasible and efficient schedules.	Y/C/N	
TR27	System must include functionality to validate missed trip records at the end of the day to reconcile between trips originally scheduled and trips actually delivered.	Y/C/N	

CAD/AVL and Driver App			
TR#	Description	Response Code	Proposer Response
TR28	In support of computer aided dispatch (CAD), automated vehicle location (AVL), and communications between dispatchers and drivers, the system includes MDCs with GPS (for determining vehicle location), cellular communications, and a driver app.	Y/C/N	
TR29	The driver app can be configured to lead the driver through a pre-run vehicle inspection. This feature is not needed today, but may be needed in the future.	Y/C/N	
TR30	The driver app can provide turn-by-turn directions for each leg of the run, or alternatively can deep-link into an alternate navigation program installed on the device with directions for the next leg of the journey already loaded.	Y/C/N	
TR31	The driver app can provide updated ETA for upcoming stops based on current vehicle location and real-time traffic information.	Y/C/N	
TR32	The driver app sends a stream of data to the CAD system, including updates to current vehicle location and status.	Y/C/N	
TR33	In the event communications become unavailable (e.g., the vehicle passes through an area with poor cellular coverage), the driver app stores the information and then forwards all stored data once communications are re-established.	Y/C/N	
TR34	The driver app provides functionality that allows a driver to send text messages to the dispatcher.	Y/C/N	
TR35	The driver app allows a driver to transmit an emergency alert to the dispatcher.	Y/C/N	
TR36	The CAD module includes an electronic map of the service area that allows for mapping and display of vehicle and stop locations. The map is kept up-to-date (e.g., updated to include new roads as they are built, etc.) over the life of the project.	Y/C/N	
TR37	The CAD module can show current vehicle locations and status indicators. The user can determine which vehicles should be shown.	Y/C/N	

CAD/AVL and Driver App			
TR#	Description	Response Code	Proposer Response
TR38	The CAD module can track and show the prior path that a vehicle has followed on the current run. The user can determine whether and which prior vehicle paths should be shown.	Y/C/N	
TR39	The CAD module can show upcoming stops and ETAs for a vehicle run. The user can determine whether and which upcoming stops and ETAs should be shown.	Y/C/N	

Sources, Fare Structure, Billing, and Payment			
TR#	Description	Response Code	Proposer Response
TR40	System supports configuration of funding sources applied for different services, routes, or trips.	Y/C/N	
TR41	System supports configurable fare structure or donation amounts applied to different services, routes, or trips. Examples include flat fare, mileage-based fare, zone-based fare, and flat suggested donation. Please describe options for setting up fare or donation amounts in your system.	Y/C/N	
TR42	System has the ability to generate reports or invoices based on services delivered, cost of trips, and fares collected. Describe the billing functions that are part of the core system. For systems with multiple funding sources or Contractors, describe the ability of the core system to generate invoices or reports for different fund sources or Contractors.	Y/C/N	
TR43	System supports one or more forms of electronic payment, such as a mobile payment app or prepaid fare cards scanned and debited by driver. Please describe all options supported by the system.	Y/C/N	

Reporting			
TR#	Description	Response Code	Proposer Response
TR44	System can export a hard copy manifest to give to a driver.	Y/C/N	

Reporting			
TR#	Description	Response Code	Proposer Response
TR45	<p>System can generate additional reports to assist the Transit Agency in effectively managing and improving service. Reporting capabilities should include the following:</p> <ul style="list-style-type: none"> • Fare revenue • Vehicle revenue miles • Vehicle revenue hours of service • Passenger boardings • Deadhead miles • Maintenance miles • Miles by funding source • Sponsored passenger boardings by stop & time • Organization/contract paid fares • Flex/fixed route data for all of the above • Trip purpose • Fuel information (dates, gallons, cost) • Vehicle PM reminders • Vehicle maintenance records • Driver hours/timesheets • Billing • Average trip distance • Average trip duration • Average vehicle speed • Driver performance • On time performance <p>Please enumerate the reports available in your system and describe how they meet the above reporting requirements</p>	Y/C/N	
TR46	<p>System allows agencies to define and execute ad hoc queries of data stored in the system and then export results to csv or Excel files. Please describe the mechanisms through which agencies can specify ad hoc queries to execute.</p>	Y/C/N	

Data Ownership			
TR#	Description	Response Code	Proposer Response
TR47	FHATA shall own all data stored in the system.	Y/C/N	
TR48	At the end of the contract, the Proposer shall assist FHATA by creating an export of all system data to be migrated into a different system.	Y/C/N	
TR49	<p>The CAD/AVL system shall provide public access to the following data streams:</p> <ul style="list-style-type: none"> GTFS-Realtime Vehicle Positions; GTFS-Realtime Trip Updates; and GTFS-Realtime Alerts. <p>Proposer must describe which GPS sources will be used for these streams and if using existing high-quality AngelTrax GPS data is possible.</p>	Y/C/N	

Data Ownership			
TR#	Description	Response Code	Proposer Response
TR50	<p>The CAD/AVL system shall import, store, and export access to the following data in the most recent version of the following open standards:</p> <p>Schedule data in the Operational Data Standard or GTFS-Schedule;</p> <p>As-operated data in the TIDES data suite;</p> <p>Passenger data in the TIDES data suite or GTFS-Ride;</p> <p>Real-time data on system performance in GTFS-Realtime.</p> <p>These features shall be free from additional costs or restrictions, other than reasonable restrictions on real-time data downloads.</p> <p>Updates to the open standards documented above within the period of performance should result in updates to the CAD/AVL system to support the updated open standard within 30 days of its approval.</p>	Y / C / N	

Hosting, Backup, and Security			
TR#	Description	Response Code	Proposer Response
TR51	The system shall be web hosted. Please describe whether the system is hosted at the Proposer's own facility or via a 3rd party service such as AWS or Azure.	Y / C / N	
TR52	The hosting arrangement will include a continuously updated backup of the database to allow for full restoration in the case of system failure. Please describe your procedures for system backup.	Y / C / N	
TR53	The system shall be HIPAA compliant. Please indicate the date of your most recent audit to demonstrate compliance and indicate if you have signed any Business Associate agreements.	Y / C / N	

Mobile Device Hardware and Security Requirements			
TR#	Description	Response Code	Proposer Response
TR54	When a vehicle is stationary and the mobile data computer has been idle for a specified period of time, the device screen can be automatically locked to reduce the chances of unauthorized third parties could inadvertently view or access sensitive information. A driver will then need to provide valid credentials to unlock the screen. The amount of time allowed to pass before locking the screen can be configured by a system administrator.	Y / C / N	
TR55	The system includes hardware for securely mounting mobile data computers within the vehicle to prevent theft of a device when the driver is out of the vehicle.	Y / C / N	

D. TECHNICAL REQUIREMENTS – PARATRANSIT/MICROTRANSIT CAD/AVL

Service Design			
TR#	Description	Response Code	Proposer Response
TR56	The system shall support various service zones, and permit one or more service type to operate within each zone. There should be trip planning capability to integrate with fixed route and deviated fixed route timepoints, particularly for the proposed K-18 extension and demand response coordination.	Y / C / N	
TR57	Valid pick-up and drop-off locations shall be defined within the system for different zones	Y / C / N	
TR58	Valid pick-up and drop-off locations could range from specific addresses, existing physical stop locations, and/or "virtual stops"	Y / C / N	
TR59	The characteristics of the demand-responsive fleet and each vehicle shall be configurable within the system, including but not limited to: Quantity of vehicles of a given type Full seated capacity Mobility device capacity Seated capacity with mobility device Ramp and/or mobility device lift Vehicle range Valid service zone(s) and or service type(s)	Y / C / N	

Bookings and Trip Requests			
TR#	Description	Response Code	Proposer Response
TR60	The solution shall include a self-serve trip booking and customer information portal to provide customers with the ability to make trip requests and inquire about their personal accounts, herein referred to as the "Self-Serve Portal." The Self-Serve Portal shall be available on web-enabled devices including personal computers, tablets, and smartphones.	Y / C / N	
TR61	All trips shall require a registered customer account. Trip requests for a new user shall prompt the creation of a new account.	Y / C / N	
TR62	Customer accounts shall be assigned an eligibility status that determines their eligibility for certain trips based on the requirements of the Americans with Disabilities Act (ADA). Eligibility status for customer accounts shall only be modifiable by FHATA. FHATA shall be able to set a default eligibility status for all new customer accounts. System should allow digital renewal application for paratransit eligibility.	Y / C / N	

Bookings and Trip Requests			
TR#	Description	Response Code	Proposer Response
TR63	<p>Users shall be prompted to capture required and relevant trip request information prior to booking, including:</p> <p>Pick-up location</p> <p>Drop-off location</p> <p>Requested pick-up time or drop-off time</p> <p>Customer time constraints (e.g., pick up after 4pm for work, drop-off by 10am for appointment time)</p> <p>Number of passengers travelling and their status (e.g., guest, required attendant)</p> <p>Mobility device(s), including wheelchairs, walkers, strollers, car seats, etc."</p>	Y / C / N	
TR64	Users shall be able to search for locations by inputting an address, stop name, stop number, point of interest (e.g., hospital, doctor's office) or by selecting a location on a map.	Y / C / N	
TR65	Users shall have trip request options presented to them applicable to the eligibility type assigned to the customer's account. The trip options presented to the customer shall be configurable by the agency (e.g., best option only displayed, three best options displayed).	Y / C / N	
TR66	Users shall have the option to request a trip as soon as possible (e.g., next available pick-up time)	Y / C / N	
TR67	Users shall have the option to request a trip in advance (e.g., at a later date or time) based on their eligibility for that type of trip.	Y / C / N	
TR68	Users shall have the option to request a recurring trip based on their eligibility for that type of trip. FHATA shall have the ability to review and approve new recurring trip requests to ensure capacity follows FTA rule of no more than 50% of trips as recurring.	Y / C / N	
TR69	Users shall be able to cancel a trip up to a configurable time-period before the scheduled or actual pick-up time.	Y / C / N	
TR70	Users shall be able to view all pertinent trip details, trip status, including pick-up and drop-off information (e.g., locations, time windows), etc. for all upcoming trips.	Y / C / N	
TR71	Users shall be able to view their account and trip history, e.g., the date and nature of change to their account information, and the status of previous trips.	Y / C / N	
TR72	Third parties shall be allowed to schedule rides for a passenger, with permission from FHATA.	Y / C / N	
TR73	<p>Users shall be able to modify preferred notification methods, including:</p> <p>Pending pickup details (i.e., confirmed pick-up/drop-off time window, driver, and vehicle information, etc.)</p> <p>Advanced notice of confirmed trips (e.g., day-of, several days before, etc.)</p> <p>Agency communications and notices (e.g., general notices of service changes, detours, and programs as created by FHATA staff)</p> <p>Push notification receipt preferences (e.g., phone, text/SMS, email)"</p>	Y / C / N	

Bookings and Trip Requests

TR#	Description	Response Code	Proposer Response
TR74	Users shall have the option to prepay for their trip through the staff portal. System shall show driver if the fare has been pre-paid. Users who prepay shall be provided with a means to verify their payment to the driver (e.g., an indicator on a mobile application). Staff shall have the ability to accept prepayment for their trip on behalf of customers and acknowledge that the trip has been paid for.	Y / C / N	
TR75	Staff shall have the ability to create, modify, suspend, and remove user accounts	Y / C / N	
TR76	Staff shall have access to create, view, modify and cancel all trip requests on behalf of other users.	Y / C / N	
TR77	System shall have the ability to take TNC-supported on-demand alternative payment methods due to a lack of access to a credit card	Y / C / N	
TR78	The system shall provide the ability to solicit feedback through surveys at the completion of each trip for all or a randomly selected rider sample and record the feedback as a part of the trip's record. Proposer should identify if survey tool exists entirely within the app or links to external survey applications.	Y / C / N	
TR79	System supports entry or capture of timestamps associated with milestone events for a trip (e.g., when pickup was planned vs. when pickup occurred).	Y / C / N	
TR80	System supports entry or editing of trip outcomes, including canceled, denial, refusal, turndown, no show, and completed.	Y / C / N	

Scheduling and Dispatch

TR#	Description	Response Code	Proposer Response
TR81	The solution shall include a trip booking and customer information portal to facilitate customer service and trip requests made to FHATA staff, herein referred to as the "Staff Portal". The Staff Portal shall be available only to authenticated and authorized FHATA staff.	Y / C / N	
TR82	The system shall automatically verify whether a trip request can be accommodated using available vehicles within a time window configurable by FHATA	Y / C / N	
TR83	The system shall automatically schedule a verified trip request as soon as it is practical to provide a confirmed pick-up and drop-off time for the customer, considering all trip requirements	Y / C / N	
TR84	The system shall continuously generate and optimize vehicle schedules based on the Service Design characteristics of the requirements	Y / C / N	
TR85	The system shall update trip information in real-time once a trip request has been received, verified, and scheduled, including estimated pick-up and drop-off times and any pertinent trip details. Proposer must describe which GPS sources will be used for real-time data and if using existing high-quality AngelTrax GPS data is possible.	Y / C / N	

Scheduling and Dispatch			
TR#	Description	Response Code	Proposer Response
TR86	The system shall provide FHATA staff with a live user interface from which they can monitor and manage service, communicate with operators, and generate reports	Y / C / N	
TR87	Staff shall be able to view the status of all trip requests for a given service day, including assigned and unassigned trips, and have the ability to manually reassign, adjust, create, or cancel trips	Y / C / N	
TR88	Staff shall have the ability to communicate with operators using free-form and pre-defined ("canned") text messages	Y / C / N	
TR89	Staff shall be able to view, modify, and optimize the vehicle schedules ("manifests") for the current and upcoming service-days	Y / C / N	
TR90	Staff shall be able to create, view, and modify the operator schedules ("runs") for the current and upcoming service-days	Y / C / N	
TR91	Staff shall be able to view the location, performance, and status of vehicles and operators	Y / C / N	
TR92	The system shall notify when, and clearly indicate which, vehicles are significantly delayed based on a user configurable length of time	Y / C / N	
TR93	Staff shall manually add/remove vehicles and operators from service and assign/reassign trips accordingly, either manually or through the system's optimization engine	Y / C / N	
TR94	The system shall automatically optimize trips across vehicles to ensure each service zone has sufficient availability for on-demand trips. Staff shall have tools to monitor, balance, and optimize vehicle availability for on-demand bookings in real-time	Y / C / N	
TR95	The system shall notify when, and clearly indicate which, trips are not accommodated or can no longer be accommodated at the scheduled time	Y / C / N	
TR96	The system shall notify dispatchers of passenger suspensions before ride is scheduled, with ability to override.	Y / C / N	
TR97	Staff shall have the ability to assign trips to third-party operators, such as local taxi providers, and TNCs, and update customers accordingly	Y / C / N	
TR98	Trips brokered to external fleets should include information to staff and riders that include: pickup time and location, vehicle make, model and color. Riders shall receive terms and conditions for all trips brokered to external fleets.	Y / C / N	
TR99	Dispatcher shall be able to agree, or not, to utilize external fleets at the time of trip booking.	Y / C / N	
TR100	Staff shall have the ability to generate general notifications for customers, such as service updates, detours, programs etc., generating notifications based on customer preferences	Y / C / N	
TR101	The system shall allow passenger suspensions due to excessive no-shows or other reasons deemed by FHATA, and allow dispatchers to easily see customer suspension status.	Y / C / N	

Scheduling and Dispatch

TR#	Description	Response Code	Proposer Response
TR102	The system shall allow the ability to slow down estimated travel times to allow for weather and other issues that might delay services.	Y / C / N	
TR103	The system must be able to customize load and unload times per passenger.	Y / C / N	
TR104	The system must be able to cancel groups of rides efficiently and undo, if necessary.	Y / C / N	
TR105	The system must be able to duplicate ride and automatically adjust return trip as needed.	Y / C / N	
TR106	The system must maintain a standby list for denied trips and notify dispatchers when standby rides can be scheduled.	Y / C / N	
TR107	Dispatchers must be able to move easily between all major components of the system without having to exit, turn off, or minimize other major components. Access to maps shall be one mouse click.	Y / C / N	
TR108	The system must allow customizable standardized color coding for cancels, no shows, or open rides.	Y / C / N	
TR109	The system must accommodate multiple service types, such as general public, demand response, paratransit, and microtransit - all within the same application instance. The system must allow vehicle sharing between these service types.	Y / C / N	
TR110	The system must be able to track or time-stamp changes from different dispatchers for any ride and be able to be viewed or printed by appropriate persons to track changes (auditing).	Y / C / N	
TR111	The system must allow modification of map data to block the use of streets or provide other changes to direct drivers and provide more accurate schedules.	Y / C / N	
TR112	System supports upload and storage of documents associated with a customer record (such as a scan of an eligibility application form).	Y / C / N	

Operators

TR#	Description	Response Code	Proposer Response
TR113	The system shall provide an operator interface from which operators can access current service information. The operator interface shall support installation on Commercial off the Shelf (COTS) hardware, such as a mobile phone or tablet. The Proposer shall provide minimum and preferred requirements for running the operator interface software as part of their proposal.	Y / C / N	
TR114	The operator interface shall prompt operators to sign into their assigned manifest and/or run, and automatically reconfigure the system to display appropriate information	Y / C / N	
TR115	Operators shall have the ability to view their work assignment for the day, including any scheduled trips, blocks of time available for on-demand requests, and any breaks or out-of-service periods	Y / C / N	

Operators			
TR#	Description	Response Code	Proposer Response
TR116	Operators shall be able to view details on upcoming pick-ups and drop-offs, including: Turn-by-turn directions Detailed pick-up and drop-off information based on the trip request Notes regarding the client and/or trip Accessibility needs and mobility aid(s) Method of payment (e.g., pre-paid fare and verification method, fare collected on-board, etc.) Outstanding fees and fares from prior passenger rides Changes to passenger profiles since last trip (e.g. address)	Y / C / N	
TR117	Operators shall have the means to acknowledge and/or communicate the following information directly via the interface: Successful customer pick-ups and drop-offs Customer not found at the pick-up location (i.e., ""no-show"") Validation of fare payment Receipt of instructions, manifest changes, or communications from supervisors	Y / C / N	
TR118	The system shall ensure the operator interface continues to function in the event of a temporary communications failure on-board, based on the most recent day's manifest and work assignment. The operator interface shall clearly indicate the status of communications with the central system	Y / C / N	
TR119	The system shall limit available features while the vehicle is in motion to limit unnecessary distractions, requiring the vehicle is stopped to access full system features.	Y / C / N	
TR120	The system shall have the ability to show trip cost for trips brokered to external fleets.	Y / C / N	
TR121	The system shall provide FHATA with access to FTA compliant shared ride fleet contracts utilized in the on-demand service.	Y / C / N	
TR122	The system shall have the ability to provide call center services to book trips on behalf of FHATA at a cost per minute of call center usage, or by cost per outcome. Call center services shall include trip booking and reservationist services that are well trained and qualified with scheduling software. This feature is not needed today but may be needed in the future.	Y / C / N	
TR123	Mobile Data Terminals/Tablets (MDTs) must include integrated mapping and turn-by-turn navigation, the screen must be locked and not usable while in motion, and must support text messaging between dispatch and vehicle operator.	Y / C / N	
TR124	Once the MDT is turned on, it must display current odometer, drivers log/manifest, driver ID, and be able to transmit/receive messages. This feature is not needed today, but may be needed in the future.	Y / C / N	
TR125	The driver log/manifest on the MDT must be able to scroll through as many trips as necessary for the driver's daily route.	Y / C / N	
TR126	MDTs must record pre-trip/post-trip information.	Y / C / N	

Data Collection and Reporting			
TR#	Description	Response Code	Proposer Response
TR127	The system shall collect, store, and manage all data in compliance with local, state, and federal laws, if and when they come into effect.	Y/C/N	
TR128	Staff shall have the ability to review KPIs and dashboards and to generate reports to support administrative and operational functions, such as: NTD reporting ADA reporting Performance analysis (scheduled versus delivered services) Billing and finances Service planning Incident management and reporting (including but not limited to vehicle breakdowns, driver issues, speeding, or detours caused by construction). Incidents shall allow creation by dispatchers, review by supervisors, and closure by supervisors. Maintenance	Y/C/N	
TR129	The system shall allow a printable export for drivers with the following information: passenger's name, pick up and drop off address, date, time, time of pick up and approximate time of drop off, passenger type, payment type, misc. column for notes, start and end mileage, driver's name, place for driver's signature, vehicle number, date, empty space for write in of actual pick up and drop off times, place for fares, fuel added, and oil added.	Y/C/N	
TR130	All reports must be exportable to Microsoft Excel and as a PDF.	Y/C/N	
TR131	Staff shall have the ability to review all user- and system-initiated changes to trips as they are requested, booked, and completed to support customer service, auditing and incident management	Y/C/N	
TR132	Staff shall have the ability to extract KPIs, reports and underlying data in accessible formats for importing into other analysis and reporting tools	Y/C/N	
TR133	The system shall have a real-time vehicle location Application Programming Interface (API) to allow for integrations with other operational systems. FHATA desires a Proposer and product adhering to Mobility Data Interoperability Principles outlined at https://www.interoperablemobility.org/	Y/C/N	
TR134	The system shall offer various billing options, including hourly, fare-based, or group-rate contracts, delinquent accounts, service fees, and the ability to customize bills.	Y/C/N	

Data Collection and Reporting			
TR#	Description	Response Code	Proposer Response
TR135	<p>The system must import all existing data with no loss of passenger information, including: a) Name, address, phone number, city, and optional user-defined fields.</p> <p>b) Passenger type (Youth, Student, Adult, Senior, Disabled, Senior Disabled) & user-defined fields.</p> <p>c) Passenger ride requirements: (e.g., needs lift, walker, wheelchair, scooter or other mobility device).</p> <p>d) Fares paid and fares owed.</p> <p>e) Emergency Contact Information.</p> <p>f) Passenger, trip, or stop notes.</p> <p>g) Trip Purpose (Medical, School, Recreation, etc...)</p>	Y / C / N	
TR136	Proposer shall confirm all data: (i) is owned by FHATA; and (ii) uploaded into the Software will remain owned by FHATA. Use of Proposer's Software confers no ownership rights to the Proposer and FHATA materials and data may be used by the Proposer only as necessary to provide contracted Services.	Y / C / N	
TR137	For SaaS arrangements, Proposer shall provide, as requested, a data extract at any time in various formats including, but not limited to, comma separated value ("CSV") or Microsoft SQL Server ("MSSQL"). Proposers should describe any limitations to that access, and affirm the ability to provide data to FHATA within a 48 hour window or describe Proposer's proposed timeframe.	Y / C / N	
TR138	Upon termination of an Agreement, Proposer shall provide all data to FHATA in CSV or MSSQL format, or a different format agreed to by FHATA. Proposer shall then ensure destruction of any remaining FHATA data in their system. Proposers are asked to describe the method(s) of turning over FHATA data and providing a reader for the data upon termination of services, and describing how FHATA's data would be recovered should Proposer cease operations.	Y / C / N	

System Installation and Deployment			
TR#	Description	Response Code	Proposer Response
TR139	The system must allow import of existing vehicle information, route schedules, bus stop locations, ridership data, etc. The import of existing data shall not compromise the integrity of the data.	Y / C / N	
TR140	The Proposer shall supply all equipment needed to successfully implement a functioning CAD/AVL system and provide documentation for all Proposer-supplied hardware and software.	Y / C / N	

TR141	The Proposer shall assign a project management team who will work closely with staff during implementation, and on an ongoing basis for the life of the project. The selected Proposer shall create a work plan detailing timelines and project milestones for stages of implementation. Any changes to the Proposer's project management team shall be communicated to the entity with reasonable timeliness. Proposer must include a schedule of implementation from contract signing, training, testing, GoLive, to final acceptance and support of system.	Y / C / N	
--------------	--	-----------	--

Training

TR#	Description	Response Code	Proposer Response
TR142	Provide training to all operators, dispatchers, supervisors, administrators, and maintenance technicians for the life of the agreement.	Y / C / N	
TR143	Training on any future software feature updates shall be provided by Proposer at no additional cost.	Y / C / N	
TR144	Proposer shall provide help guides for drivers and supervisors as a reference for standard operations and basic troubleshooting.	Y / C / N	
TR145	Proposer must be willing to provide other documentation of all systems for on-site troubleshooting .	Y / C / N	
TR146	MDTs must be able to be formatted on site in the event of a purchase of new MDT	Y / C / N	
TR147	Proposer shall provide thorough on-site training in use and troubleshooting prior to the GoLive and be on-site for the first GoLive week of implementation. Proposer should specify the number of hours planned for training with different user groups such as drivers, dispatchers, maintenance, and administration.	Y / C / N	

Support, Warranty, & Maintenance

TR#	Description	Response Code	Proposer Response
TR148	The selected Proposer shall provide ongoing maintenance, technical support, and software upgrades included in the cost proposal for the life of the CAD/AVL system.	Y / C / N	
TR149	The successful proposer shall provide English-speaking professional customer support 24 hours a day, 7 days a week, as needed either in-person, via telephone, or via the web.	Y / C / N	
TR150	Proposer must explain in detail any warranty offered for all components of the system, including hardware and software.	Y / C / N	
TR151	Proposer shall provide the system recovery process and support ticket escalation procedure.	Y / C / N	
TR152	All ITS data must be completely backed up at least once every twenty-four hours.	Y / C / N	
TR153	The system shall update maps as needed at no additional cost, but at a minimum of semi-annually.	Y / C / N	

Support, Warranty, & Maintenance			
TR#	Description	Response Code	Proposer Response
TR154	Proposer shall use commercially reasonable efforts to make sure the Software is available with the uptime percentage of 99.99%. Each instance of downtime of 15 minutes or more shall result in a liquidated damage of \$1,000.	Y / C / N	
TR155	Proposer shall provide and adhere to a communication plan for communicating system upgrades and all other maintenance and service interruptions. Proposers are asked to describe this communication plan in their Proposals, which should include, but is not limited to the following: a) The methodology for testing and certifying upgrades and patches to ensure they work properly and the mechanism of versioning rollback in case of issues; b) The process of applying upgrades and patches including if there are FHATA responsibilities and a responsibility matrix for the tasks involved; c) A brief history of product upgrades and interim patches or fixes released in the last 18 months; and d) Identification of the most current stable release and patch level, certified for support, for all software and firmware and acknowledge that all software and firmware will be installed to those levels.	Y / C / N	
TR156	Proposer shall, at a minimum, warrant the Software shall be without material defects for the term of an Agreement. If Software does not perform as warranted, Proposer shall use reasonable efforts, consistent with industry standards to cure the material defects or provide FHATA with a functional equivalent at no additional cost. Proposers are asked to describe in their RFP response their warranty for Software performance.	Y / C / N	

E. TECHNICAL REQUIREMENTS – PLANNING AND SCHEDULING SOFTWARE

Base Software Features			
TR#	Description	Response Code	Proposer Response
TR157	The scheduling and planning software solution shall be cloud-based with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). The system shall be hosted by the Proposer and accessible via any industry-standard web browser (Edge, Chrome, Firefox, etc.) without the need to install any software or plugins. System must be able to run on a standard PC and operate on future operating systems.	Y / C / N	
TR158	System must support concurrent staff logins with no degradation of performance. The software shall provide administrative user access allowing creation of new accounts for instant access and the ability to alter user permissions to control view and edit access.	Y / C / N	
TR159	The system must allow FHATA to grant access to the program to its consultants and contractors for no additional fees.	Y / C / N	
TR160	Proposer shall back-up and protect, for a minimum of sixty (60) days, any software configuration settings, any FHATA provided data modified for use by the software and any new data produced by the software itself. System backups must be encrypted, stored offsite, and air-gapped from the production environment.	Y / C / N	
TR161	At the time of implementation, Proposer's software must be the current version. Proposer must always ensure FHATA is utilizing the latest approved and beta tested software version available.	Y / C / N	
TR162	The system must have been successfully implemented and maintained a minimum of 3 years, at a minimum of five (5) public transit systems.	Y / C / N	

Planning Software Capabilities			
TR#	Description	Response Code	Proposer Response
TR163	The software tool shall allow FHATA to analyze and evaluate its existing and proposed fixed route services.	Y / C / N	
TR164	The tool shall be capable of helping FHATA understand financial, operational, demographic and ridership impacts of existing or altered fixed route services. The system must have access to geographic and demographic data covering FHATA's entire service area within the product. This includes the latest Census and American Community Survey data layers covering factors like age, disability, minority, poverty, employment, single car or car-free households, etc.	Y / C / N	

Planning Software Capabilities			
TR#	Description	Response Code	Proposer Response
TR165	<p>The planning module within the product shall be a centralized solution for management of current route, bus stop, timepoint and service schedule data with the following capabilities.</p> <p>Ability to import existing transit routes, schedules and bus stops.</p> <p>Ability to edit existing route geometry, schedules and bus stops. Edit and create tools shall be easy to use, e.g., drag and drop.</p> <p>Allow route creation and modification of existing route paths, bus stop locations, time points, trips, relief points, etc.</p> <p>Ability to have multiple patterns and run times for routes; based on time of day, day of the week and seasonal service. Including scheduled or on-demand route deviations.</p>	Y / C / N	
TR166	The service planning tool shall run numerous service scenarios and factor in operating issues (run time, on-time performance) based on variables entered. The system must produce maps and graphics for displaying scenarios to staff and the public.	Y / C / N	
TR167	The system must generate hours and miles of service by route and time of day. This includes revenue and deadhead data.	Y / C / N	
TR168	The system must notify user when a route is not assigned or is missing a running time.	Y / C / N	
TR169	The system must assess a route's ridership potential, explaining the methodology used to make this estimate.	Y / C / N	
TR170	The system must estimate service costs based on FHATA rates, like hourly rates, mileage rates and/or per trip rates, including cost factoring for revenue & deadhead service.	Y / C / N	
TR171	The system must lock finalized versions of the schedule.	Y / C / N	
TR172	The system must flag invalid trip information but allow for manual overrides and export reports on overridden items.	Y / C / N	
TR173	FHATA serves 3 counties, with multiple local match funding entities. The system must calculate revenue service hours and miles of each route within each municipality and county in the service area. The calculation would be based on boundary shapefiles. The resulting data may be used by FHATA to determine each organization's financial contribution toward the system. If needed, FHATA can provide current shape files of applicable boundaries.	Y / C / N	
TR174	The system must allow development of public detour maps which show route lines not served, bus stops missed, and create lines and temporary stops for the new detour route. The system must also allow for annotation and identification of street names and nearby landmarks to be easily understood by riders. Maps must be easily exported for sharing with riders on social media and posted on the FHATA website.	Y / C / N	

Blocking, Run Cutting & Driver Scheduling Software Capabilities			
TR#	Description	Response Code	Proposer Response
TR175	The system must allow optimization of blocks, trips, and runs to create maximum efficiency and cost savings.	Y/C/N	
TR176	The system must create blocking and accommodate routes, both interlined and not interlined.	Y/C/N	
TR177	The system must set block parameters, such as max miles and run times for electric vehicle limitations.	Y/C/N	
TR178	The system must allow blocking with customizable parameters for desired optimization based on cost or resources (vehicles & drivers).	Y/C/N	
TR179	The system must allow user to manually build blocks and override routing and run times.	Y/C/N	
TR180	The system must warn user of work rule violations when manually blocking/run cutting and allow for work rule to be overridden. The system must highlight or report on overrides.	Y/C/N	
TR181	The system must accommodate route revisions and scenarios developed in the planning module of this software.	Y/C/N	
TR182	The system must allow customizable input parameters based on FHATA driver rules or applicable regulatory requirements without Proposer assistance (after training). For example, the ability to include variables like relief time, relief travel, and driver meal breaks. Also, the ability to alter parameters, rules, or requirements when change occurs, or to test impacts of potential changes to work rules and/or regulations.	Y/C/N	
TR183	The system must run cut for special events in isolation or as additions to the current schedule.	Y/C/N	
TR184	The system must identify and account for school routes and seasonal services.	Y/C/N	
TR185	The system must program different run times by day of week, day of year, time of day or season, based on Google Maps travel time.	Y/C/N	
TR186	The system must construct work assignments via rostering process with customization parameters for days off, driver rules, and cost considerations.	Y/C/N	
TR187	The system must rapidly perform and compare numerous run cuts to test results of changing parameters of service delivery.	Y/C/N	
TR188	The system must specify vehicles used on a trip, block, or route. System parameters would account for cost differences between vehicle type used (bus vs cutaway or diesel vs electric).	Y/C/N	
TR189	The system must allow multiple schedule versions with the ability to run cut a user-selected schedule, and save versions and results for comparisons, viewing and reporting.	Y/C/N	
TR190	The system must develop rostered work based on any one or combination of the following: Start & end time; Route; Type of work; Total weekly pay; Full days of work	Y/C/N	
TR191	The system must lock final schedule versions	Y/C/N	
TR192	The system must build an easy grid style roster schedule view, showing driver by row, and assignments by day, week, month, year.	Y/C/N	

Blocking, Run Cutting & Driver Scheduling Software Capabilities

TR#	Description	Response Code	Proposer Response
TR193	The system must be able to export roster result	Y/C/N	
TR194	The system must report and export reports on hours, miles of service, including dead hours and miles, platform time by route and system wide.	Y/C/N	
TR195	The system must optimize “shift filling” on various parameters, such as limiting overtime, compliance with work rules, etc.	Y/C/N	
TR196	The system must export documents and reports that integrate with Microsoft Office (Word, Excel) or be saved in a .pdf format	Y/C/N	
TR197	The system must provide easily understandable graphic displays of scheduling options to communicate with drivers or other interested parties.	Y/C/N	
TR198	The system must produce canned reports related to the run cuts, blocks, run analysis, pull in/pull out sheets, roster, deadhead miles & hours, and layover time.	Y/C/N	
TR199	The system must archive and easily copy route, schedule, trip, block, run, and schedule information related to the entire service year.	Y/C/N	
TR200	The system must produce operator-friendly paddles and allow staff to add comments or notes unique to the route. Paddles must include the following information: route number and name; effective date; pull out, route and pull in turn-by-turns; basic time point table for route; and service notes unique to the route.	Y/C/N	

Data Security

TR#	Description	Response Code	Proposer Response
TR201	The system's cloud service and login must be a secure connection.	Y/C/N	
TR202	The system's data must be encrypted to the latest standards.	Y/C/N	
TR203	The system data stored in the Cloud must be free from any Personally Identifiable Information (PII). Any PII data requires appropriate protection and shall not be publicly available. Proposers will confirm these items and explain full security measures in their Written Proposal Response.	Y/C/N	

Data Ownership & Protection

TR#	Description	Response Code	Proposer Response
TR204	All data in the Cloud environment is understood to be the property of the FHATA. If the agreement between FHATA and cloud provider or Proposer is cancelled, the system must be able to export all data to FHATA. In the event of a contract termination, the Proposer agrees to make all necessary good-faith efforts to cooperate in the transition of FHATA information back to FHATA or to other, new Proposers.	Y/C/N	

Data Ownership & Protection			
TR#	Description	Response Code	Proposer Response
TR205	The Proposer shall not use, disclose, or distribute any data provided by FHATA, except that requested by FHATA and for FHATA purposes.	Y / C / N	
TR206	In the event the Proposer is contacted by any law enforcement or regulatory agency with any lawful order regarding FHATA data, the Proposer shall promptly notify FHATA of such contact to the extent allowed by law.	Y / C / N	
TR207	The Proposer shall provide copies of FHATA data to FHATA upon request.	Y / C / N	
TR208	If applicable, GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data. Both parties understand the GPS data may be an element of this system, and temporary access to this GPS data may, in fact, may be disclosed to the public through the public's use of an associated application or website to enhance the public's use of FHATA.	Y / C / N	

Product Training			
TR#	Description	Response Code	Proposer Response
TR209	The selected Proposer will provide a comprehensive training program to FHATA employees (dispatchers, supervisors, and administrators). This training will prepare FHATA attendees for operation, administration, and implementation of the system. The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. Training can be provided onsite at FHATA's office or via video conferencing at times convenient to FHATA staff.	Y / C / N	
TR210	Proposer must provide recorded video training of modules for use by existing or new staff after the initial training is completed. All training materials shall be available in digital format and downloadable by FHATA.	Y / C / N	
TR211	Initial training costs, pre-GoLive, during Go-Live, and the onsite trailing after GoLive within 4 months, must be included in the base system cost. Ongoing training shall also be provided to FHATA staff, as needed, for any new product features and updates released by Proposer, after product implementation at no extra cost.	Y / C / N	

Support & Maintenance			
TR#	Description	Response Code	Proposer Response
TR212	Ongoing product support shall be included in the fee.	Y / C / N	
TR213	Proposer's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours.	Y / C / N	
TR214	Support shall be available 24/7/365.	Y / C / N	

Support & Maintenance			
TR#	Description	Response Code	Proposer Response
TR215	Software enhancements (point releases) shall be included for the duration of the contract. A notification from the awarded Proposer summarizing upcoming changes will be emailed to FHATA, prior to implementing enhancements or upgrades.	Y / C / N	
TR216	Any proposed ongoing licensing and maintenance fees must include a commitment to maintaining 99.99% uptime. A fully functioning scheduling application is essential to maintaining transit operations. FHATA's expectation is the selected product will function as described in this scope and be available.	Y / C / N	

Integration and GTFS			
TR#	Description	Response Code	Proposer Response
TR217	The awarded Proposer is expected to partner with FHATA and other authorized Proposer products to interface and share data via import/export of files or API, when applicable. FHATA's goal is to eliminate maintenance of the same data in multiple software products. FHATA desires a Proposer and product that adheres to Mobility Data Interoperability Principles outlined at https://www.interoperablemobility.org/	Y / C / N	
TR218	The system must be able to integrate with future CAD/AVL software, or be a native part of CAD/AVL software proposed in Section C. Proposers should demonstrate successful integration with multiple CAD/AVL platforms representing transit systems from similar sized markets/urbanized areas.	Y / C / N	
TR219	FHATA currently uses a software called Deputy to develop employee schedules and record employee timesheet punches. The winning Proposer shall have an Application Programming Interface (API) to allow for integrations with the Deputy system, and/or have the capability to develop employee schedules and record employee timesheet punches.	Y / C / N	
TR220	FHATA currently uses Transit App for exclusive trip planning and real-time arrival estimates for the fixed route system. The system shall have an Application Programming Interface (API) to allow for integration with Transit App, or allow for easy integration of route, stop, and detour information into the Transit App platform.	Y / C / N	
TR221	The system shall manage service data related to GTFS files. This includes the ability to import existing GIS compatible files (shape files and/or Geodatabase format) and GTFS files and export Geodatabases, shape files, excel documents, PDF files, PNG files, KML files, and General Transit Feed Specification (GTFS) files. The GTFS tool must be maintained and edited by FHATA staff with no support from Proposer. After any service edits (route, stop, timepoint, or schedule changes), the product shall allow easy export of revised GTFS files, ready for import into Google's transit feed.	Y / C / N	

F. PROPOSER REGISTRATION FORM

F. Proposer Vendor Registration Form



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

Legal Entity Name:				Business Phone:		
Doing Business As:				Website:		
Physical Address:						
City:		State:		Zip Code:		
Contact Person Name:				Title:		
Contact Phone:				Contact Email:		
Mailing Address: (if different)				City/State/Zip		
Business Type:		Attach Form W-9	Other:			
State of Incorporation:		Federal Tax ID No:		Years in Business:		

Sam.gov Are you registered at Sam.gov as an active Federal Contractor? If so, please provide. Unique Entity ID, Cage Code and Expiration Date:

DUNS # (if applicable)

Unique Entity ID: _____ Cage Code: _____ Expiration: _____

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

NAICS CODE(S):

Annual Gross Receipts. This information is required by U. S. Department of Transportation and Vendors will be requested to update this information on a regular basis.

Standard Invoice Terms: The Agency pays on a Standard Net 30 after date of invoice, unless otherwise stated in contract.

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

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

NO YES Are you currently included in the KS DOT DBE Contractor List?

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

NO WBE MBE DBE ACDBE

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

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

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

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

Termination:

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

Initial Acknowledgment

United States Product and Service Preference

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

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

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

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

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

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

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

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

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

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

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



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

AFFIDAVID OF NON-COLLUSION

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

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

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

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

Signature	Date	Printed Name	Title

The following documents must be returned:

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

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

G. TERMS AND CONDITIONS

FHATA receives funding from grants through the Federal Transit Administration (FTA) administered by the Kansas Department of Transportation. Since FTA funding will be used for this procurement, the successful Proposer will be required to comply with general, federal, and state statutes and regulations checked below. Please review carefully and indicate below if you agree to comply with these clauses. Return this page with your proposal. **NOTE: Your signed commitment to comply is required for us to consider your submission responsive.**

General Provisions

Vendor Registration Form	Headings
Agreement in Entirety	Assignment
Severability	Exclusionary or Discriminatory Specifications
Changes	Disputes
Requests for Payment	Right to Offset
Suspension of Work	Bankruptcy
Independent Contractor	Subcontractors
Delivery	Acceptance of Materials – No Release
Inspection of Services	Conflicts of Interest (Organizational)
Prohibited Interests	Licensing, Laws, and Regulations
Insurance	Liability and Indemnification
Confidentiality of Information	Patent Indemnity

Federal Provisions

No Federal Government Obligations to Third Parties	False Statements or Claims Civil and Criminal Fraud
Access to 3 rd Party Contract Records	Changes to Federal Requirements
Termination Provisions	Civil Rights
Disadvantaged Business Enterprise (DBE)	Incorporation of Federal Transit Administration (FTA) Terms
Government-wide Debarment and Suspension	Patent and Rights Data
Energy Conservation	Breaches and Dispute Resolution
Lobbying*†	Conformance w/ ITS National Architecture
Fly America Requirements	Environmental Regulations*
Notice to FTA and USDOT IG of Information Related to Fraud, Waste, and Abuse	Prohibition on Certain Telecom and Video Surveillance Services or Equipment
Prompt Payment	Safe Operation of Motor Vehicles
Simplified Acquisition Threshold	Special Notification Requirements for States
Federal Tax Liability and Recent Felony Convictions	Severability
Trafficking in Persons	Veterans Employment
Employee Protection	

Request for Proposal: _____

** Applicable only if procurement is greater than \$100,000.**† A separate Certificate of Compliance (or Non-Compliance) required in contract if applicable.***State of Kansas Provisions**

Acceptance of Contract	Information
The Eleventh Amendment	

The Proposer hereby certifies that it will comply with the clauses checked above.

Contractor Name	_____
EIN	_____
DUNS No	_____
Address	_____
Name of Authorized Official	_____
Title of Authorized Official	_____
Signature of Authorized Official	_____
Date	_____

General Provisions**VENDOR REGISTRATION FORM**

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

HEADINGS

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

AGREEMENT IN ENTIRETY

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

ASSIGNMENT

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

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.

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.

CHANGES

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

DISPUTES

- a) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by

Request for Proposal: _____

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

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

REQUESTS FOR PAYMENT

- a) Invoices requesting payment shall be submitted directly to FHATA's Finance Department. All invoices shall be numbered, dated and submitted in duplicate, and contain full descriptive information of materials or services furnished. All invoices and correspondence shall reference FHATA's Contract number. Separate invoices shall be submitted for each purchase order or work (task) order.
- b) Payment by FHATA will be made within the later of 1) 30 days after receipt of a proper invoice, or 2) 30 days after FHATA's acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- c) All final invoices shall be submitted to FHATA within 90 days of project completion or contract termination. Invoices submitted more than 90 days after project completion or contract termination will not be valid and will not be paid. Contractor indemnifies and holds FHATA harmless for any suit filed for payment of invoices submitted after 90 days of project completion or contract termination.
- d) Subcontractor Payments
 - 1) Prompt Payment. The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth

in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

- 2) **Prompt Return of Retainage.** If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to its DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractors work. Any delay or postponement of payment from said time frame may occur only for good cause following written approval from FHATA.
- 3) The Contractor shall certify on each payment request to FHATA that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify FHATA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.
- 4) If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.
- 5) The Contractor agrees that FHATA may provide appropriate information to interested subcontractors who inquire about the status of FHATA payments to the Contractor.
- 6) Nothing in this provision is intended to create a contractual obligation between FHATA and any subcontractor or to alter or affect traditional concepts of privity of contract between all parties.

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.

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.

BANKRUPTCY

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

INDEPENDENT CONTRACTOR

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

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

SUBCONTRACTORS

- a) Subcontractor Approval: None of the work or services covered by this Contract shall be subcontracted without the prior written approval of FHATA. The only subcontractors approved for this Contract, if any, are listed in an appendix to this Contract. Any substitutions or additions of subcontractors must have the written approval of FHATA as set forth herein. Upon FHATA's request, Contractor must provide copies of subcontract agreements for DBE and non-DBE firms that include all required contract clauses.
- b) DBE Subcontractor Employment. See Disadvantaged Business Enterprise Provisions.

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.

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.

INSPECTION OF SERVICES

- a) The Contractor shall provide and maintain an inspection system acceptable to FHATA covering the services provided in the performance of the Contract. "Services" as used in this clause, includes services performed, quality of the work, and materials furnished or used in the performance of services.
- b) The Contractor shall provide and maintain an inspection system acceptable to FHATA covering the project. Complete records of all inspection work performed by the Contractor shall be maintained and made available to FHATA during contract performance and for as long afterwards and the Contract requires.
- c) FHATA has the right to inspect and test all services called for by this Contract to the extent practicable at all times and places during the term of the Contract. FHATA shall perform inspection and tests in a manner that will not unduly delay the work.
- d) If any of the services performed do not conform to Contract requirements, FHATA may require the contractor to perform the services again in conformity with Contract requirements for no additional fee. When the defects in performance cannot be corrected by re-performance, FHATA may:
 - 1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; or
 - 2) Reduce the Contract Sum accordingly.
- e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, FHATA may:

Request for Proposal: _____

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

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.

PROHIBITED INTERESTS

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

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

LICENSING, LAWS, AND REGULATIONS

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

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

INSURANCE

- a) The insurance required in this Contract shall be written for not less than any limits of liability required by law or by those set forth, which is greater, and shall include blanket contractual liability insurance as applicable to the Contractor's obligation under the Liability and Indemnification section below. Contractor shall maintain for the duration of

the contract such insurance as will protect it and FHATA from all claims, including Workers' Compensation, and will hold FHATA harmless from, and indemnify FHATA for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.

- b) The Contractor shall furnish to FHATA copies of required insurance policies and relevant additional insured endorsements of insurance. If copies of required insurance policies or endorsements are not available, the Contractor shall be required to furnish certificates of insurance prior to execution of the Contract, and thereafter furnish copies of the policies and additional insured endorsements, from time to time, whenever reasonably requested by FHATA. will submit certificates or other proof of insurance to FHATA, naming FHATA as an additional insured, upon notification of contract award.
- c) The requirements for insurance coverage are separate and independent of any other provisions hereunder.
 - 1) Worker's Compensation: The Contractor and any subcontractors shall maintain adequate workers' compensation insurance as required by law to cover all employees during performance of services, or during delivery, installation, assembly, or related services in conjunction with the Agreement.
 - 2) Commercial General Liability: Contractor shall procure and maintain at all times during the term of FHATA purchase order or the Contract commercial general liability insurance for liability arising out of the operations of the Contractor and any subcontractors. The policy(ies) shall include coverage for the Contractor's and subcontractors' products completed operations for at least two (2) years following project completion, or as otherwise noted. The Insurer(s) shall agree that its policy(ies) is primary insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance or self-insurance FHATA may have.
 - 3) Auto Liability: The policy(ies) shall include automobile liability coverage for all vehicles, licensed or unlicensed, on or off FHATA premises, whether the vehicles are owned, hired or non-owned, covering use by or on behalf of the Contractor and any subcontractors during the performance of work under this Contract.
 - 4) Professional Liability Insurance: Where applicable, the Contractor shall obtain professional liability insurance covering any damages caused by an error, omission or any negligent acts of the Contractor or its employees with regard to performance under this Agreement.
 - 5) Pollution Liability: Where applicable, the Contractor shall obtain and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environment damage, including clean up and remediation costs arising out of the work or services to be performed

under this contract. Coverage shall apply to the above for premises and operations, products and completed operations and automobile liability.

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

LIABILITY AND INDEMNIFICATION

- a) Contractor's Liability. Contractor shall be liable for all damages to persons (including employees of Contractor) or property of any type that may occur as a result of any act or omission by Contractor, any subcontractors, or sub-subcontractor, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable or arising out of any product provided or services rendered under this Agreement.
- b) Subrogation. Contractor, its agents and any subcontractor hereby waive and relinquish any right of subrogation or claim against FHATA, its commissioners, directors and employees arising out of the use of FHATA's premises (including any equipment) by any party in performance of this Agreement.
- c) Indemnification.
 - 1) To the fullest extent permitted by law, Contractor agrees to and shall indemnify, defend and hold harmless FHATA, its Board Members, officers and employees (the "Indemnified Parties") from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of Contractor, subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing under this Agreement, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party, so long as such Liabilities are not caused by the sole negligence or willful misconduct of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
 - 2) In claims against any Indemnified Party, by an employee or Contractor, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the

Contractor, subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Contractor arising out of or resulting from the acts of Contractor in performing under this Agreement, Contractor shall promptly notify FHATA of such suit.

- 3) If any action at law or suit in equity is instituted by any third party against an Indemnified Party arising out of or resulting from the acts of Contractor, a subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing under this Agreement, and if Contractor has failed to provide insurance coverage to FHATA against such action as required herein or otherwise refuses to defend such action, FHATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that FHATA shall give the Contractor advance notice of any proposed compromise or settlement.
- 4) FHATA shall permit Contractor to participate in the defense of any such action or suit through counsel chosen by the Contractor, provided that the fees and expenses of such counsel shall be borne by Contractor. If FHATA permits Contractor to undertake, conduct and control the conduct and settlement of such action or suit, Contractor shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to FHATA. Contractor shall promptly reimburse FHATA for the full amount of any damages, including fees and expenses of counsel for FHATA, incurred in connection with any such action.

CONFIDENTIALITY OF INFORMATION

- a) To the extent that performance under this Agreement requires that Contractor be given access to confidential or proprietary business or financial information belonging to FHATA or other companies, Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties, including its corporate parent, unless specifically authorized in writing by FHATA.
- b) Contractor shall obtain written agreement, in a form satisfactory to FHATA, of each employee permitted access, whereby such employee agrees that he will not discuss, divulge or disclose any such information to any person or entity except those persons within Contractor's organization directly concerned with performance of the Agreement.
- c) Contractor agrees, if requested by FHATA, to sign an agreement identical, in all material respects, to provisions of this clause, with each company supplying information to Contractor under this Agreement, and to supply a copy of such agreement to FHATA.

Request for Proposal: _____

- d) Contractor agrees that upon request by FHATA it will execute a FHATA-approved agreement with any party whose facilities or information it is given access to and restrict use and disclosure of information obtained from those facilities. Upon request by FHATA, such an agreement shall also be signed by Contractor personnel.
- e) All documents received by Flint Hills Area Transportation Agency Board are subject to Kansas Open Records Act, K.S.A 45-215, et seq., and the Freedom of Information Act, 5 USC552.
- f) This clause shall flow down to all appropriate subcontracts.

PATENT INDEMNITY

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

Federal Provisions**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) 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 the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq.; 49 CFR

Part 31 18 U.S.C. 1001; 49 U.S.C. 5307): (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or

Request for Proposal: _____

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. (2) 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 under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17): The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, 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

C.F.R. 633.17 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 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with

Request for Proposal: _____

access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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 the Purchaser, 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 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES (49 CFR Part 18)

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 Purchaser 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.

TERMINATION (49 U.S.C. Part 18; FTA Circular 4220.1F):

Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

Termination for Default [Breach or Cause] (General Provision) 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, the (Recipient) may terminate this contract for

Request for Proposal: _____

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 the (Recipient) 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, the (Recipient), 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.

Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 (Recipient)'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 (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

Request for Proposal: _____

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 the Recipient.

CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. §12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to the underlying contract:

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 requirements FTA may issue.

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 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal 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 construction 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:

- a) 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 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.

Request for Proposal: _____

c) 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.

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26):

This contract is subject to the requirements of Title 49, Code of Federal Regulations, 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 5%. A separate contract goal has not been established 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 the City 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 the City.

The contractor must promptly notify the City 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 the City.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F):

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be

Request for Proposal: _____

deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Proposer or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Coffey County Transportation. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to Coffey County Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PATENT RIGHTS AND RIGHTS IN DATA**Intellectual Property Rights**

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved

Request for Proposal: _____

the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 1) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- 2) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- 3) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 4) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Request for Proposal: _____

- 5) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- 6) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. 6321 et seq.; 49 CFR Part 18):

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.

BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18; FTA Circular 4220.1F):

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 (Recipient), (Architect) 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.

LOBBYING (31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20):

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "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 U.S.C. 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 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. A Certificate of Compliance will be required as part of the contract if applicable.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FLY AMERICA

- a) Definitions. As used in this clause—
 - 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
 - b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

Request for Proposal: _____

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

ENVIRONMENTAL REGULATIONS

- a) **Clean Air.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. The Contractor agrees to report, and to require each subcontractor at every tier receiving more than \$150,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to FHATA. FHATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- b) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report, and require each subcontractor at every tier receiving more than \$150,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to FHATA. The Contractor understands that FHATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- c) **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, FHATA agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The Contractor agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this Agreement to report, any violation of these requirements resulting from any project implementation activity to FHATA. FHATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

Request for Proposal: _____

**NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION
RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- 3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT.**

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain covered telecommunications equipment or services;
 - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

Request for Proposal: _____

- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).

Request for Proposal: _____

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 the Agency.

SAFE OPERATION OF MOTOR VEHICLES

- a) **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.
- b) **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

Request for Proposal: _____

- a) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - 1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - 2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - 3) The amount of federal assistance FTA has provided for a State Program or Project.
- b) Documents - The State agrees to provide the information required under this provision in the following documents:
 - 1) applications for federal assistance,
 - 2) requests for proposals or solicitations,
 - 3) forms,
 - 4) notifications,
 - 5) press releases,
 - 6) other publications.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- 1) The contractor certifies that it:
 - a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- 2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

Request for Proposal: _____

- b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VETERANS EMPLOYMENT

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

- a) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- b) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

EMPLOYEE PROTECTION

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

State Provisions

ACCEPTANCE OF CONTRACT

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

INFORMATION

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

THE ELEVENTH AMENDMENT

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

Federal and State Certifications

QUALIFICATION CERTIFICATION

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

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) (CERTIFICATION)

- a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by DBEs in U.S. DOT Financial Assistance Programs. The national goal for participation of DBEs is ten percent (10%). FHATA’s overall goal for DBE participation is 1.16%. A separate goal has not been established for this procurement.
- b) The Contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49C.F.R. Part 26 in the award and administration of this DOT-assisted agreement. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as FHATA deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsive. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).
- c) Contractor may not substitute, remove or terminate a DBE subcontractor without FHATA’s prior written consent. Written consent of termination may only be given if the Contractor has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy of FHATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor’s notice and advise FHATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why FHATA should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.
- d) Good Cause, includes the following circumstances:
 - 1) The listed DBE subcontractor fails or refuses to execute a written contract; or
 - 2) The listed DBE subcontractor fails or refuses to perform the work of its normal industry standards. Provided, however, that the good cause does not exist if the failure or refusal on the subcontract results from the bad faith or discriminatory action of the Prime Contractor; or
 - 3) The listed DBE subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements; or
 - 4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; or
 - 5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law; or
 - 6) The DBE subcontractor is not a responsible Contractor; or

Request for Proposal: _____

- 7) The listed DBE subcontractor involuntarily withdraws from the project and provides the Prime Contractor written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- 10) Other documented good cause that compels FHATA to terminate the DBE subcontractor. Provided the good cause does not exist if the Prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor.

- e) Before submitting its request to terminate or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to FHATA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise FHATA and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why FHATA should not approve the Prime Contractor's action. IF required in a particular case as a matter of public necessity (e.g. safety), the response period may be shortened.
- f) The Contractor must promptly notify FHATA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.
The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of FHATA.

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by:

- a) checking the SAM exclusions;
- b) collecting a certification from that person (found below); or
- c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

- 1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
- 2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - i. Debarred,
 - ii. Suspended,
 - iii. Proposed for debarment,
 - iv. Declared ineligible,
 - v. Voluntarily excluded, or
 - vi. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - ii. Violation of any Federal or State antitrust statute, or,
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

Request for Proposal: _____

- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - i. Equals or exceeds \$25,000,
 - ii. Is for audit services, or,
 - iii. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - i. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in its federally funded Project,
 - 2. Suspended from participation in its federally funded Project,
 - 3. Proposed for debarment from participation in its federally funded Project,
 - 4. Declared ineligible to participate in its federally funded Project,
 - 5. Voluntarily excluded from participation in its federally funded Project, or
 - 6. Disqualified from participation in its federally funded Project, and

3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify

(Name and title of official)

On behalf of

_____ that:

(Name of Proposer/Company Name)

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 any agency, a Member of Congress, and 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 U.S.C. § 1352. 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.

Contractor Name

EIN

DUNS No

Address _____

Name of Authorized Official _____

Title of Authorized Official _____

Signature of Authorized Official _____

Date _____

Request for Proposal: _____**FLY AMERICA CERTIFICATION**

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

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____**NON-COLLUSION AFFIDAVIT**

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

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

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____

**AGREEMENT TO COMPLY WITH THE POLICY AGAINST
SEXUAL HARASSMENT, DISCRIMINATION, AND RETALIATION**

State of Kansas Policy Regarding Sexual Harassment

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

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

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

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

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

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

All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

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

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

Request for Proposal: _____

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

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

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

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

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

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____**CERTIFICATION COMPANY NOT CURRENTLY ENGAGED IN A BOYCOT
OFGOODS 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 \$100,0000, 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 FHATA, it is hereby certified that the Company is not currently engaged in a boycott of Israel as set forth in K.S.A 75-3740e and 75-3740f.

Contractor Name

EIN

DUNS No

Address

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Request for Proposal: _____

H. COST

Proposer must identify which technology category(ies) are being proposed and complete a separate set of cost tables for each.

Example rows are provided, but Proposers may add, edit, or remove to provide the greatest cost clarity possible. FHATA requires a clear understanding of one-time startup costs and ongoing costs, separated out by year. It is expected System Planning & Design and System Implementation and Planning costs only apply to Year 1. Annual System Maintenance and Support costs are expected to apply to Years 1-5.

Category	Proposer is submitting proposal
Fixed Route CAD/AVL	<input type="checkbox"/>
Paratransit/Microtransit CAD/AVL	<input type="checkbox"/>
Planning and Scheduling Software	<input type="checkbox"/>

Fixed Route CAD/AVL Cost Tables

Fixed Route CAD/AVL Cost Table						
Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
System Planning & Design	Deployment Plan					
	Acceptance Test Plan					
	Maintenance and Support Plan					
	Other Costs (Describe)					
System Implementation and Planning	System Deployment, Integration					
	Purchase/Install of AVL Equipment					
	System Documentation					
	Initial and Follow-up Onsite Training					
	Acceptance Testing					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 1	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					

Request for Proposal: _____

Fixed Route CAD/AVL Cost Table

Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
Annual System Maintenance and Support, Year 2	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 3	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 4	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 5	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					

Request for Proposal: _____

Fixed Route CAD/AVL Summary Cost Table

Category	Year 1 – Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
System Planning & Design							
System Implementation & Testing							
Annual System Maintenance & Support							
Total							

Paratransit/Microtransit CAD/AVL Cost Tables

Paratransit/Microtransit CAD/AVL Cost Table						
Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
System Planning & Design	Deployment Plan					
	Acceptance Test Plan					
	Maintenance and Support Plan					
	Other Costs (Describe)					
System Implementation and Planning	System Deployment, Integration					
	Purchase/Install of AVL Equipment					
	System Documentation					
	Initial and Follow-up Onsite Training					
	Acceptance Testing					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 1	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					

Request for Proposal: _____

Paratransit/Microtransit CAD/AVL Cost Table						
Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
Annual System Maintenance and Support, Year 2	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 3	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 4	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 5	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Equipment Warranty					
	Other Costs (Describe)					

Request for Proposal: _____

Paratransit/Microtransit CAD/AVL Summary Cost Table

Category	Year 1 – Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
System Planning & Design							
System Implementation & Testing							
Annual System Maintenance & Support							
Total							

Planning and Scheduling Software Cost Tables

Planning and Scheduling Software Cost Table						
Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
System Planning & Design	Deployment Plan					
	Acceptance Test Plan					
	Maintenance and Support Plan					
	Other Costs (Describe)					
System Implementation and Planning	System Deployment, Integration					
	System Documentation					
	Initial and Follow-up Onsite Training					
	Acceptance Testing					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 1	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Other Costs (Describe)					

Request for Proposal: _____

Planning and Scheduling Software Cost Table						
Category	Description	Base Cost	Per User	Per Vehicle	Per Annual Trips	Total Cost
Annual System Maintenance and Support, Year 2	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 3	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 4	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Other Costs (Describe)					
Annual System Maintenance and Support, Year 5	Licensing					
	Hosting and Web Services					
	Maintenance, Support, Training					
	Other Costs (Describe)					

Planning and Scheduling Software Summary Cost Table							
Category	Year 1 – Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
System Planning & Design							
System Implementation & Testing							
Annual System Maintenance & Support							
Total							

Request for Proposal: _____

I. OCTOBER RUN CUT

The following table is a typical run cut with dispatch and operator shifts from October 2025.

Schedule for ATA Bus (Flint Hills Area Transp : ALL Monday October 6 2025 to Sunday October 12 2025)						
Monday Oct 06	Tuesday Oct 07	Wednesday Oct 08	Thursday Oct 09	Friday Oct 10	Saturday Oct 11	Sunday Oct 12
DISPATCH						
5am - 10am	5am - 9am	5am - 9am	5am - 9am	5am - 1:30pm 30m meal break	7:30am - 2pm	
7am - 4pm 30m meal break	7am - 4pm 30m meal break	7am - 4pm 30m meal break	7am - 3:30pm 30m meal break	9am - 6pm 30m meal break	1:30pm - 8pm	
9am - 5:30pm 30m meal break	11:30am - 8pm 30m meal break	9am - 6pm 30m meal break	9am - 6pm 30m meal break	11am - 8pm 30m meal break		
11:30am - 8pm 30m meal break		11:30am - 8pm 30m meal break	11:30am - 8pm 30m meal break			

Request for Proposal: _____

P&R K						
8am - 2pm						
PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus						
PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus	PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus	PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus	PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus	PEAK SERVICES ONLY Pre-trip bus Depot out: KSU Lot First Stop: Jardine, 8:30 AM Last Stop: Jardine, 1:26 PM Depot in: KSU Lot Fuel, post-trip bus		
P&R S						
6:30am - 12:48pm						
Pre-trip bus Depot out: KSU Lot First Stop: Jardine 7:00 AM Change out: Call Hall across from KSU Lot 12:50 PM	Pre-trip bus Depot out: KSU Lot First Stop: Jardine 7:00 AM Change out: Call Hall across from KSU Lot 12:50 PM	Pre-trip bus Depot out: KSU Lot First Stop: Jardine 7:00 AM Change out: Call Hall across from KSU Lot 12:50 PM	Pre-trip bus Depot out: KSU Lot First Stop: Jardine 7:00 AM Change out: Call Hall across from KSU Lot 12:50 PM	Pre-trip bus Depot out: KSU Lot First Stop: Jardine 7:00 AM Change out: Call Hall across from KSU Lot 12:50 PM		

Flint Hills Area Transportation Agency**Section H – Cost****Request for Proposal: _____**

12:40pm - 7:30pm					
<p>You must be prepared for the 12:50 for switch out after performing Call Hall stop, but you should be parked and clocked in by the start of shift.</p> <p>Change out: Call Hall Drive across from KSU Lot</p> <p>First Stop: Rec Center S,12:53 PM</p> <p>Last Stop: Jardine, 7:00 PM</p> <p>Fuel Up, Post-trip and Clean Up</p> <p>Depot in: KSU Lot</p>	<p>You must be prepared for the 12:50 for switch out after performing Call Hall stop, but you should be parked and clocked in by the start of shift.</p> <p>Change out: Call Hall Drive across from KSU Lot</p> <p>First Stop: Rec Center S,12:53 PM</p> <p>Last Stop: Jardine, 7:00 PM</p> <p>Fuel Up, Post-trip and Clean Up</p> <p>Depot in: KSU Lot</p>	<p>You must be prepared for the 12:50 for switch out after performing Call Hall stop, but you should be parked and clocked in by the start of shift.</p> <p>Change out: Call Hall Drive across from KSU Lot</p> <p>First Stop: Rec Center S,12:53 PM</p> <p>Last Stop: Jardine, 7:00 PM</p> <p>Fuel Up, Post-trip and Clean Up</p> <p>Depot in: KSU Lot</p>	<p>You must be prepared for the 12:50 for switch out after performing Call Hall stop, but you should be parked and clocked in by the start of shift.</p> <p>Change out: Call Hall Drive across from KSU Lot</p> <p>First Stop: Rec Center S,12:53 PM</p> <p>Last Stop: Jardine, 7:00 PM</p> <p>Fuel Up, Post-trip and Clean Up</p> <p>Depot in: KSU Lot</p>	<p>You must be prepared for the 12:50 for switch out after performing Call Hall stop, but you should be parked and clocked in by the start of shift.</p> <p>Change out: Call Hall Drive across from KSU Lot</p> <p>First Stop: Rec Center S,12:53 PM</p> <p>Last Stop: Jardine, 7:00 PM</p> <p>Fuel Up, Post-trip and Clean Up</p> <p>Depot in: KSU Lot</p>	

ATA-A

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

6am - 11am NON CDL BUS Pre-trip bus Depot Out: Base Depot In: Base Communicate with Dispatch regarding next driver coming on shift. Post Trip bus if not used in 2nd shift.	6am - 11am NON CDL BUS Pre-trip bus Depot Out: Base Depot In: Base Communicate with Dispatch regarding next driver coming on shift. Post Trip bus if not used in 2nd shift.	6am - 11am NON CDL BUS Pre-trip bus Depot Out: Base Depot In: Base Communicate with Dispatch regarding next driver coming on shift. Post Trip bus if not used in 2nd shift.	6am - 11am NON CDL BUS Pre-trip bus Depot Out: Base Depot In: Base Communicate with Dispatch regarding next driver coming on shift. Post Trip bus if not used in 2nd shift.	6am - 10:30am NON CDL BUS Pre-trip bus Depot Out: Base Depot In: Base Communicate with Dispatch regarding next driver coming on shift. Post Trip bus if not used in 2nd shift.	
10:30am - 7:30pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	10:30am - 7:30pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	11am - 7:30pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	10:30am - 7:30pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	10:30am - 7:30pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	
ATA-B					

Flint Hills Area Transportation Agency**Section H – Cost****Request for Proposal:** _____

6am - 5pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	6am - 5pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	6am - 5pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	6am - 5pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	10:30am - 5pm 30m meal break NON CDL BUS Pre-trip bus Depot Out: Base Fuel, Post-trip and Clean up Depot In: Base 30 min break will be provided	
ATA-C					

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

6:30am - 3:30pm	8:30am - 1:30pm					
30m meal break	30m meal break	30m meal break	30m meal break			
NON-CDL BUS OPERATOR DR Service from 7 AM - 3 PM Pre-trip Bus Depot Out: Base Fuel up, post-trip Depot In: Base	NON-CDL BUS OPERATOR DR Service from 7 AM - 3 PM Pre-trip Bus Depot Out: Base Fuel up, post-trip Depot In: Base	NON-CDL BUS OPERATOR DR Service from 7 AM - 3 PM Pre-trip Bus Depot Out: Base Fuel up, post-trip Depot In: Base	NON-CDL BUS OPERATOR DR Service from 7 AM - 3 PM Pre-trip Bus Depot Out: Base Fuel up, post-trip Depot In: Base	NON-CDL BUS OPERATOR DR Service from 7 AM - 3 PM Pre-trip Bus Depot Out: Base Fuel up, post-trip Depot In: Base	NON CDL BUS Depot Out: Base Depot In: Base Pre-trip bus, may need to post trip if there are no afternoon rides for the 2nd shift. Dispatch to call the day before for exact start. Provide a 30 minute window for first trip. The hours may flex a little on either side of the start and stop based on the riders for the day (ex. you may need to start at 8:30 and end at noon).	
					3:45pm - 5pm	
MHK Shuttles						

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

11:30am - 12:11pm	1pm - 1:41pm					
AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive to change out location Change out: 12:11 at ACE	AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive to change out location Change out: 12:11 at ACE	AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive to change out location Change out: 12:11 at ACE	AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive to change out location Change out: 12:11 at ACE	AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive to change out location Change out: 12:11 at ACE	AM Shuttle Driver - Route 1 PM Driver Pre-trip bus and drive from Base to change out location Change out: 1:41 at ACE	
1:30pm - 2:10pm	2:30pm - 3:10pm					
Rt1-A						

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

6:20am - 12:20pm	8:40am - 1:41pm					
<p>Pre-trip Vehicle Depot Out: Base (First Stop MATC 7:00am) Last Stop: Walmart 12:11</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 1:24 at ACE.</p>	<p>Pre-trip Vehicle Depot Out: Base (First Stop MATC 7:00am) Last Stop: Walmart 12:11</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 1:24 at ACE.</p>	<p>Pre-trip Vehicle Depot Out: Base (First Stop MATC 7:00am) Last Stop: Walmart 12:11</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 1:24 at ACE.</p>	<p>Pre-trip Vehicle Depot Out: Base (First Stop MATC 7:00am) Last Stop: Walmart 12:11</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 1:24 at ACE.</p>	<p>Pre-trip Vehicle Depot Out: Base (First Stop MATC 7:00am) Last Stop: Walmart 12:11</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 1:24 at ACE.</p>	<p>Pre-trip Vehicle Depot Out: Base (First Stop Walmart 9:21am) Last Stop: Walmart 1:41</p> <p>Change Out: ACE - Switch to Shuttle Bus - Drive back to base for end of shift OR Break: If scheduled for EW Express PM, take break in the general area of ACE, must notify dispatch if leaving ACE.</p> <p>Next Shift (if scheduled): Take over EW Express at 2:24 at ACE.</p>	

Request for Proposal: _____

12:11pm - 7:30pm	1:41pm - 7:30pm					
Shuttle from Base to Change Out at ACE Switch to Rt 1 A. Must be at the stop ready for 12:21 departure. Depot Out: Walmart Stop (12:21 pm) Last Stop: Walmart (7:00 PM) Fuel, Post-trip and Clean up Depot In: Base	Shuttle from Base to Change Out at ACE Switch to Rt 1 A. Must be at the stop ready for 12:21 departure. Depot Out: Walmart Stop (12:21 pm) Last Stop: Walmart (7:00 PM) Fuel, Post-trip and Clean up Depot In: Base	Shuttle from Base to Change Out at ACE Switch to Rt 1 A. Must be at the stop ready for 12:21 departure. Depot Out: Walmart Stop (12:21 pm) Last Stop: Walmart (7:00 PM) Fuel, Post-trip and Clean up Depot In: Base	Shuttle from Base to Change Out at ACE Switch to Rt 1 A. Must be at the stop ready for 12:21 departure. Depot Out: Walmart Stop (12:21 pm) Last Stop: Walmart (7:00 PM) Fuel, Post-trip and Clean up Depot In: Base	Shuttle from Base to Change Out at ACE Switch to Rt 1 A. Must be at the stop ready for 12:21 departure. Depot Out: Walmart Stop (12:21 pm) Last Stop: Walmart (7:00 PM) Fuel, Post-trip and Clean up Depot In: Base	Shuttle from Base to Change Out at ACE (Check Shuttle schedule) Switch to 1A bus – Must be at the stop ready for 1:51 departure Depot Out: Walmart stop 1:51pm Last Stop: Walmart 7:00pm Fuel, Post-trip and Clean up Depot In: Base	
EW Express						
7:20am - 1:30pm	8:20am - 2:30pm					
Pre-trip Vehicle Depot Out: Base First Stop: Dillons Westloop 8:00am Change Out: 1:24pm at ACE Switch to Shuttle bus	Pre-trip Vehicle Depot Out: Base First Stop: Dillons Westloop 8:00am Change Out: 1:24pm at ACE Switch to Shuttle bus	Pre-trip Vehicle Depot Out: Base First Stop: Dillons Westloop 8:00am Change Out: 1:24pm at ACE Switch to Shuttle bus	Pre-trip Vehicle Depot Out: Base First Stop: Dillons Westloop 8:00am Change Out: 1:24pm at ACE Switch to Shuttle bus	Pre-trip Vehicle Depot Out: Base First Stop: Dillons Westloop 8:00am Change Out: 1:24pm at ACE Switch to Shuttle bus	Pre-trip Vehicle Depot Out: Base (First Stop Dillons Westloop 9:00am) Change Out: 2:24pm at ACE Switch to Shuttle bus Fuel, Post-trip and Clean up Drive Shuttle bus back to Base	

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

1:24pm - 7:30pm	1:24pm - 7:30pm	1:24pm - 7:30pm	1:24pm - 7:30pm	1:24pm - 7:30pm	2:24pm - 7:30pm	
Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: Walmart stop 1:24pm Last Stop: Dillons Westloop 7:00pm Fuel, Post-trip and Clean up Depot In: Base	Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: ACE (First stop Walmart 1:24 PM) Last Stop: Walmart 7:00 pm Fuel, Post-trip and Clean up Depot In: Base	Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: Walmart stop 1:24pm Last Stop: Dillons Westloop 7:00pm Fuel, Post-trip and Clean up Depot In: Base	Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: Walmart stop 1:24pm Last Stop: Dillons Westloop 7:00pm Fuel, Post-trip and Clean up Depot In: Base	Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: Walmart stop 1:24pm Last Stop: Dillons Westloop 7:00pm Fuel, Post-trip and Clean up Depot In: Base	Normally Route 1 AM Driver will take over (if scheduled) Change out: ACE Depot Out: Walmart stop 2:24pm Last Stop: Dillons Westloop 7:00pm Fuel, Post-trip and Clean up Depot In: Base	
Rt4						
6:30am - 1:05pm	6:30am - 1:05pm	6:30am - 1:05pm	6:30am - 1:05pm	6:30am - 1:05pm	8am - 2:10pm	
Pre-trip Vehicle Depot Out: KSU Lot (First Stop: Walmart 7:00 am) Last Stop: Walmart 12:50pm (Drive bus back to KSU Lot) Change out: 1:00pm @ KSU Lot	Pre-trip Vehicle Depot Out: KSU Lot (First Stop: Walmart 7:00 am) Last Stop: Walmart 12:50pm (Drive bus back to KSU Lot) Change out: 1:00pm @ KSU Lot	Pre-trip Vehicle Depot Out: KSU Lot (First Stop: Walmart 7:00 am) Last Stop: Walmart 12:50pm (Drive bus back to KSU Lot) Change out: 1:00pm @ KSU Lot	Pre-trip Vehicle Depot Out: KSU Lot (First Stop: Walmart 7:00 am) Last Stop: Walmart 12:50pm (Drive bus back to KSU Lot) Change out: 1:00pm @ KSU Lot	Pre-trip Vehicle Depot Out: KSU Lot (First Stop: Walmart 7:00 am) Last Stop: Walmart 12:50pm (Drive bus back to KSU Lot) Change out: 1:00pm @ KSU Lot	Pick up Keys at Base Pre-trip bus Depot Out: CCD Lot (First Stop Walmart 9:00 am) Last Stop: Walmart 1:48pm (Go to CCD Lot for change out) Change Out: 2:10pm at CCD Lot	

Flint Hills Area Transportation Agency**Section H – Cost****Request for Proposal:** _____

1:05pm - 7:30pm	2:10pm - 7:45pm					
Change out: KSU Lot (Go to Walmart) First Stop: Walmart 1:23pm to Next stop Flint Hills Garden at 1:30pm Last Stop: Walmart 6:49pm Fuel, Post-trip and Clean up Depot In: KSU Lot	Change out: KSU Lot (Go to Walmart) First Stop: Walmart 1:23pm to Next stop Flint Hills Garden at 1:30pm Last Stop: Walmart 6:49pm Fuel, Post-trip and Clean up Depot In: KSU Lot	Change out: KSU Lot (Go to Walmart) First Stop: Walmart 1:23pm to Next stop Flint Hills Garden at 1:30pm Last Stop: Walmart 6:49pm Fuel, Post-trip and Clean up Depot In: KSU Lot	Change out: KSU Lot (Go to Walmart) First Stop: Walmart 1:23pm to Next stop Flint Hills Garden at 1:30pm Last Stop: Walmart 6:49pm Fuel, Post-trip and Clean up Depot In: KSU Lot	Change out: KSU Lot (Go to Walmart) First Stop: Walmart 1:23pm to Next stop Flint Hills Garden at 1:30pm Last Stop: Walmart 6:49pm Fuel, Post-trip and Clean up Depot In: KSU Lot	Change Out: 2:10pm at CCD Lot Depot Out: CCD Lot (First Stop Walmart 2:23 am Next stop Flint Hills Garden at 2:30pm) Last Stop: Walmart 6:48pm Fuel, Post-trip and Clean up Depot In: CCD Lot Take keys to base	

Rt5

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 11:30am	6:30am - 6:30pm	6:30am - 6:30pm		
30m meal break, 10:10am	30m meal break, 10:10am	30m meal break, 10:10am	30m meal break, 10:10am	30m meal break, 10:10am		
Pre-trip bus Depot Out: Base Rt5 AM First Stop The Quarters 7:00 am Rt 5 AM Last Stop: The Quarters 10:50am	Pre-trip bus Depot Out: Base Rt5 AM First Stop The Quarters 7:00 am Rt 5 AM Last Stop: The Quarters10:50am	Pre-trip bus Depot Out: Base Rt5 AM First Stop The Quarters 7:00 am Rt 5 AM Last Stop: The Quarters 10:50am	Pre-trip bus Depot Out: Base Rt5 AM First Stop The Quarters 7:00 am Rt 5 AM Last Stop: The Quarters 10:50am	Pre-trip bus Depot Out: Base Rt5 AM First Stop The Quarters 7:00 am Rt 5 AM Last Stop: The Quarters 10:50am		
Break: 30 min lunch break @ Union (10:10 to 10:40pm)	Break: 30 min lunch break @ Union (10:10 to 10:40pm)	Break: 30 min lunch break @ Union (10:10 to 10:40pm)	Break: 30 min lunch break @ Union (10:10 to 10:40pm)	Break: 30 min lunch break @ Union (10:10 to 10:40pm)		
Rt 5 PM First Stop: Target at 11:00am Rt 5 PM Last Stop: The Quarters at 5:45pm	Rt 5 PM First Stop: Target at 11:00am Rt 5 PM Last Stop: The Quarters at 5:45pm	Rt 5 PM First Stop: Target at 11:00am Rt 5 PM Last Stop: The Quarters at 5:45pm	Rt 5 PM First Stop: Target at 11:00am Rt 5 PM Last Stop: The Quarters at 5:45pm	Rt 5 PM First Stop: Target at 11:00am Rt 5 PM Last Stop: The Quarters at 5:45pm		
Fuel, Post-trip and Clean up Depot In: Base	Fuel, Post-trip and Clean up Depot In: Base	Fuel, Post-trip and Clean up Depot In: Base	Fuel, Post-trip and Clean up Depot In: Base	Fuel, Post-trip and Clean up Depot In: Base		
		11am - 6:30pm				

MHK K-18

Flint Hills Area Transportation Agency**Section H – Cost****Request for Proposal: _____**

5:15am - 10:55am Depot Out: Base Start shift in deputy at base Pre trip bus Deliver the GRAY KEY BAG to the CCD lot and secure in the designated bus Proceed to first stop Walmart 6:10am Last Stop: Walmart 10:40 am Depot In: Base	5:15am - 10:55am Depot Out: Base Start shift in deputy at base Pre trip bus Deliver the GRAY KEY BAG to the CCD lot and secure in the designated bus Proceed to first stop Walmart 6:10am Last Stop: Walmart 10:40 am Depot In: Base	5:15am - 10:55am Depot Out: Base Start shift in deputy at base Pre trip bus Deliver the GRAY KEY BAG to the CCD lot and secure in the designated bus Proceed to first stop Walmart 6:10am Last Stop: Walmart 10:40 am Depot In: Base	5:15am - 10:55am Depot Out: Base Start shift in deputy at base Pre trip bus Deliver the GRAY KEY BAG to the CCD lot and secure in the designated bus Proceed to first stop Walmart 6:10am Last Stop: Walmart 10:40 am Depot In: Base	5:15am - 10:55am Depot Out: Base Start shift in deputy at base Pre trip bus Deliver the GRAY KEY BAG to the CCD lot and secure in the designated bus Proceed to first stop Walmart 6:10am Last Stop: Walmart 10:40 am Depot In: Base	
--	--	--	--	--	--

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

1:30pm - 7:45pm	1:30pm - 7:45pm	1:30pm - 7:45pm	1:30pm - 7:45pm	1:30pm - 7:45pm	
<p>Depot Out: Base First Stop: Walmart 2:15 PM Last Stop: Walmart 6:45 PM</p> <p>Proceed to CCD lot, wait for PnR, Rt4 shift ends and collect GRAY KEY BAG</p> <p>Fuel, Post-trip and Clean up Depot In: Base (Drop off both key bags & cash at Base, End shift in deputy)</p>	<p>Depot Out: Base First Stop: Walmart 2:15 PM Last Stop: Walmart 6:45 PM</p> <p>Proceed to CCD lot, wait for PnR, Rt4 shift ends and collect GRAY KEY BAG</p> <p>Fuel, Post-trip and Clean up Depot In: Base (Drop off both key bags & cash at Base, End shift in deputy)</p>	<p>Depot Out: Base First Stop: Walmart 2:15 PM Last Stop: Walmart 6:45 PM</p> <p>Proceed to CCD lot, wait for PnR, Rt4 shift ends and collect GRAY KEY BAG</p> <p>Fuel, Post-trip and Clean up Depot In: Base (Drop off both key bags & cash at Base, End shift in deputy)</p>	<p>Depot Out: Base First Stop: Walmart 2:15 PM Last Stop: Walmart 6:45 PM</p> <p>Proceed to CCD lot, wait for PnR, Rt4 shift ends and collect GRAY KEY BAG</p> <p>Fuel, Post-trip and Clean up Depot In: Base (Drop off both key bags & cash at Base, End shift in deputy)</p>	<p>Depot Out: Base First Stop: Walmart 2:15 PM Last Stop: Walmart 6:45 PM</p> <p>Proceed to CCD lot, wait for PnR, Rt4 shift ends and collect GRAY KEY BAG</p> <p>Fuel, Post-trip and Clean up Depot In: Base (Drop off both key bags & cash at Base, End shift in deputy)</p>	

JC RED 1

5:45am - 12:52pm					
<p>Pre-trip bus Depot Out: JC Base (Library) First Stop: Handys Last Stop: Library Change out: Library at 12:54</p>	<p>Pre-trip bus Depot Out: JC Base (Library) First Stop: Handys Last Stop: Library Change out: Library at 12:54</p>	<p>Pre-trip bus Depot Out: JC Base (Library) First Stop: Handys Last Stop: Library Change out: Library at 12:54</p>	<p>Pre-trip bus Depot Out: JC Base (Library) First Stop: Handys Last Stop: Library Change out: Library at 12:54</p>	<p>Pre-trip bus Depot Out: JC Base (Library) First Stop: Handys Last Stop: Library Change out: Library at 12:54</p>	

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

12:50pm - 6:30pm	12:50pm - 6:30pm	12:52pm - 6:30pm	12:50pm - 6:30pm	12:50pm - 6:30pm	
Change out Out: Library Next Stop: Goodwill Depot In: JC Base Post trip, fuel, clean up	Change out Out: Library Next Stop: Goodwill Depot In: JC Base Post trip, fuel, clean up	Change out Out: Library Next Stop: Goodwill Depot In: JC Base Post trip, fuel, clean up	Change out Out: Library Next Stop: Goodwill Depot In: JC Base Post trip, fuel, clean up	Change out Out: Library Next Stop: Goodwill Depot In: JC Base Post trip, fuel, clean up	

JC Blue 2

6am - 1:01pm					
Pre-trip bus Depot Out: JC Base First Stop: Spring Valley Last Stop: Library at 1:01 PM Change out: Library Next driver coming from Red 2	Pre-trip bus Depot Out: JC Base First Stop: Spring Valley Last Stop: Library at 1:01 PM Change out: Library Next driver coming from Red 2	Pre-trip bus Depot Out: JC Base First Stop: Spring Valley Last Stop: Library at 1:01 PM Change out: Library Next driver coming from Red 2	Pre-trip bus Depot Out: JC Base First Stop: Spring Valley Last Stop: Library at 1:01 PM Change out: Library Next driver coming from Red 2	Pre-trip bus Depot Out: JC Base First Stop: Spring Valley Last Stop: Library at 1:01 PM Change out: Library Next driver coming from Red 2	

Flint Hills Area Transportation Agency

Section H – Cost

Request for Proposal: _____

1:01pm - 6:50pm					
Change out: Library - Route Red 2 AM Driver Must be ready for switch out when bus arrives Next Stop: 8th & Washington - 1:01 Depot Out: JC Base (Library) Post trip, fuel, clean up	Change out: Library - Route Red 2 AM Driver Must be ready for switch out when bus arrives Next Stop: 8th & Washington - 1:01 Depot Out: JC Base (Library) Post trip, fuel, clean up	Change out: Library - Route Red 2 AM Driver Must be ready for switch out when bus arrives Next Stop: 8th & Washington - 1:01 Depot Out: JC Base (Library) Post trip, fuel, clean up	Change out: Library - Route Red 2 AM Driver Must be ready for switch out when bus arrives Next Stop: 8th & Washington - 1:01 Depot Out: JC Base (Library) Post trip, fuel, clean up	Change out: Library - Route Red 2 AM Driver Must be ready for switch out when bus arrives Next Stop: 8th & Washington - 1:01 Depot Out: JC Base (Library) Post trip, fuel, clean up	
JC DR1					
(archived) 5:15am - 11:30am NON CDL BUS Pre-trip Depot out: Base (Library) Depot in: Base (Library) Change out with JC DR Afternoon Driver	5:15am - 11:30am NON CDL BUS Pre-trip Depot out: Base (Library) Depot in: Base (Library)	5:15am - 11:30am NON CDL BUS Pre-trip Depot out: Base (Library) Depot in: Base (Library)	5:15am - 11:30am NON CDL BUS Pre-trip Depot out: Base (Library) Depot in: Base (Library)	(archived) 5:15am - 11:30am NON CDL BUS Pre-trip Depot out: Base (Library) Depot in: Base (Library)	

Flint Hills Area Transportation Agency

Request for Proposal: _____

Section H – Cost

11:30am - 7pm 30m meal break NON CDL BUS Depot out: Base Depot in: Base 30 minute lunch should be taken Post-trip, fuel, clean up If the last vehicle in, collect all the keys from the buses, and double check all vehicles are locked and secured. Deliver keys to police station.	11:30am - 7pm 30m meal break NON CDL BUS Depot out: Base Depot in: Base 30 minute lunch should be taken Post-trip, fuel, clean up If the last vehicle in, collect all the keys from the buses, and double check all vehicles are locked and secured. Deliver keys to police station.	(archived) 12pm - 7pm 30m meal break NON CDL BUS Depot out: Base Depot in: Base 30 minute lunch should be taken Post-trip, fuel, clean up If the last vehicle in, collect all the keys from the buses, and double check all vehicles are locked and secured. Deliver keys to police station.	11:30am - 7pm 30m meal break NON CDL BUS Depot out: Base Depot in: Base 30 minute lunch should be taken Post-trip, fuel, clean up If the last vehicle in, collect all the keys from the buses, and double check all vehicles are locked and secured. Deliver keys to police station.	11:30am - 7pm 30m meal break NON CDL BUS Depot out: Base Depot in: Base 30 minute lunch should be taken Post-trip, fuel, clean up If the last vehicle in, collect all the keys from the buses, and double check all vehicles are locked and secured. Deliver keys to police station.	
---	---	--	---	---	--

JC DR 2

6:30am - 12pm NON CDL BUS Scheduled Trips: 7:00 AM - 11:30 AM Pre-trip Depot out: Base (Library) Depot in: Base (Library) Post trip and fuel up	(archived) 6:30am - 12pm NON CDL BUS Scheduled Trips: 7:00 AM - 11:30 AM Pre-trip Depot out: Base (Library) Depot in: Base (Library) Post trip and fuel up	(archived) 6:30am - 12pm NON CDL BUS Scheduled Trips: 7:00 AM - 11:30 AM Pre-trip Depot out: Base (Library) Depot in: Base (Library) Post trip and fuel up	(archived) 6:30am - 12pm NON CDL BUS Scheduled Trips: 7:00 AM - 11:30 AM Pre-trip Depot out: Base (Library) Depot in: Base (Library) Post trip and fuel up	6:30am - 12pm NON CDL BUS Scheduled Trips: 7:00 AM - 11:30 AM Pre-trip Depot out: Base (Library) Depot in: Base (Library) Post trip and fuel up	
---	---	---	---	---	--