



Flint Hills Area Transportation Agency (FHATA) Vendor Registration Form

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

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

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

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

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

NAICS CODE(S):

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

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

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



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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 ort Claims Act (K.S.A. 75-1010et 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.



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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.



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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.

AFFIDAVID 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.



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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