

Request for Proposal

**Proposal Number: FY25-01-AS
Audit, Tax and Consulting Services**

**Flint Hills Coordinated Transit Council #4
(CTC #4)**

*c/o Flint Hills Area Transportation Agency, Inc.
Acting Treasurer / Fiscal Agent
Finance Department
Melanie Tuttle, Finance Director
5815 Marlatt Ave
Manhattan, KS 66503
Telephone: 785-537-6345
Fax: 785-537-6327*

**Proposals are due no later than
2:00 pm CST on August 6, 2024**

In order to receive communication, including addenda's, regarding this Invitation to proposal; you must notify Melanie Tuttle via email of your interest in this solicitation: mtuttle@fhata.org
All communication will be sent to known solicitation holders via email. CTC #4 will not be responsible for communicating with firms that do not notify us of their interest in this solicitation.

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Audit and Consulting Services

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Flint Hills Coordinated Transit Council #4 (CTC #4)

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A. REQUEST FOR PROPOSAL

Flint Hills Coordinated Transit Council #4 (CTC #4) is a not-for-profit corporation founded in 1994 and located in Manhattan, Kansas. The council is dedicated to enhancing the coordination of transit efforts in the Flint Hills region, including the Kansas counties of Riley, Geary, Clay, Pottawatomie, Washington, Marshall and Dickenson.

1. Summary/Objective

CTC #4 is a soliciting firm fixed cost proposals for audit, tax and consulting services beginning with the fiscal year ended June 30, 2024 and 2025. See Scope Section D for complete details of services.

The CTC #4 will select the firm based on responsiveness and the lowest bidder that meets the bid specifications as detailed in Scope Section D. The successful proposer(s) may be retained for an initial a one (1) year term, if a single audit is required in the subsequent year. It is CTC’s intent to award one or more contract(s) no later than August 31, 2024.

See scope section of this proposal for additional details for each entity.

2. Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from Proposer by **2:00 pm CST, Wednesday, July 17, 2024** and must be submitted in writing to **Melanie Tuttle, Finance Director**, at mtuttle@fhata.org and will anticipate having an answer by close of business July 19, 2024. If required, FHATA’s response to these submissions will be in the form of an Addendum.

3. Proposal Closing and Submission

Proposals must be received with all required submittals as stated in the RFP, no later than **2:00 pm CST, August 6, 2024**. Proposals received after time specified shall not be considered for award. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive.

Proposals submitted via mail must be addressed and delivered to FHATA at the following address. Electronic submission is allowed. Address to be used for all communication in connection with this RFP:

**Flint Hills CTC #4
c/o Flint Hills Area Transportation Agency
Procurement Department
5815 Marlatt Avenue
Manhattan, Kansas 66503**

Electronic Submission: mtuttle@fhata.org

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

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B. PROPOSAL SCHEDULE

SCHEDULE ITEM	DUE DATE
RFP Issued / Advertised	July 9, 2024
Deadline for Proposer Questions, Comments, & Requests for Clarifications	2:00pm, (CST), July 17, 2024
Response to Questions	July 19, 2024
Proposal Closing: Location: 5815 Marlatt Avenue, Manhattan, KS 66503 mtuttle@fhata.org	2:00pm, (CST), August 6, 2024
Contract Award (Anticipated)	August 31, 2024

C. SCOPE OF WORK

The Flint Hills Coordinated Transit Council (CTC #4) hereby solicits your firm’s Fixed Price Bid to perform an audit of its book and records pursuant to OMB Circular A-133. Fixed price bid should include all staff time, travel and other miscellaneous expenses to be incurred in completing this audit. The price bid should include the cost of completion and filing of the 990 form for the CTC.

Firms participating in this RFP may request information regarding prior year audit and audit services but must contact the Agency first prior to contacting previous year auditors. Failure to comply with this request may result in disqualification of the firm by this RFP by FHATA.

a. Audit Services

- i. Firm Responsibilities: Beginning with Fiscal Years ended, June 30, 2024 and 2025, the Firm will be responsible for auditing the basic financial statements for each year of the two-year period, and to express an opinion on the basic financial statements based on the audit. The firm will conduct the audit in accordance with:
 - U.S. generally accepted auditing standards
 - Standards applicable to financial audits contained in Government Auditing standards
 - The laws and regulations of the State of Kansas
 - The Single Audit Act of 1984, SAA Amendments of 1996
 - The Provisions of CFR Part 200
 - Any subsequent amendments to the items listed above
 - All other applicable local, state, and federal laws and regulations.
- ii. CTC #4 Responsibilities: Flint Hills Area Transportation Agency, Inc’s staff and CTC #4 Board of Directors is responsible for the following:
 - Preparation of financial statements in accordance with Cash Basis of Accounting. The Agency utilizes QuickBooks Online.
 - All records are maintained digitally and can be shared using OneDrive or another method provided by the Auditor.
 - Upon the Contractor’s request, CTC Administrator will provide any and all financial statements and materials that the auditor requests.
 - During the site visit (if required), CTC Administrator will provide any and all required documents, internal controls, and procedures that the auditor requests.

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Scope of Work (continued)

- Return the draft audit report, with proposed revisions, to the auditor within fourteen (14) calendar days.
 - Work with the auditors to ensure that the best possible audit report is submitted to the Board of Directors
- iii. Specifications (Auditor Responsibilities)
- Obtain reasonable assurance about whether the cash basis financial statements are free of material misstatement.
 - Examine, on a test basis, evidence supporting the amounts and disclosures in the financial statements.
 - Access the accounting principles used and significant estimates made by management, as well as evaluate the overall financial statement presentation.
 - Issue a report on management's compliance with requirements applicable to major programs and internal controls, in accordance with CFR Part 200.
 - Issues a report on management's internal control over financial reporting in accordance with Government Auditing Standards.
 - Examine expenditures of federal awards in accordance with CFR Part 200.
 - Hold any, and all certifications, licenses and registrations necessary to perform audit services in the United State of America and State of Kansas.
 - Bidders must have sufficient experience with governmental and nonprofit accounting, auditing experience, and qualifications to complete the single audit in accordance with the specifications above.
 - Consulting: The CTC #4 may request assistance with the application of new or modified accounting principles as they are issued, as well as other accounting policies and procedures on an as needed. We will not request any services that would cause a concern or potentially risk the adherence to independence standards set forth in the generally accepting auditing standards.
- b. Tax Preparation: Form 990:** We request the firm submit a cost proposal for completion of the CTC #4 Annual Tax Form 990.

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D. PROPOSAL INFORMATION/INSTRUCTIONS

GENERAL RFP INFORMATION

To be considered, a bid must be received by Melanie Tuttle, co/ Flint Hills Area Transportation Agency, Inc. Finance Director, 5815 Marlatt Avenue, Manhattan, KS 66503 by 2:00 p.m. on August 6, 2024.

Audit must be completed, and final report issued to the above and uploaded to the Federal Clearinghouse prior to 5:00 p.m. March 31, 2025 (6/30/2024) and March 31, 2026 (6/30/2024). This deadline is not negotiable. It is however preferred the audit is completed prior to December 31 following the fiscal year end. Financial records for the CTC will be closed and ready no later than August 31 following the June 30 year end.

Form 990, must be completed and electronically filed no later than the extension due date of May 15, 2025 (6/30/2024) and May 15, 2025 (6/30/2025). Extension requests must be filed no later than November 15, 2024 and 2025, respectively.

Basis of Evaluation, Selection and Award: This is a competitive RFP and evaluation, and award will be based on the responsiveness to the RFB, relevant experience, price, and availability of staff with professional qualifications and technical abilities. The award will be to the lowest responsive and responsible bidder that meets the bid specifications. The RFP responses will be reviewed by the Kansas Department of Transportation, Office of Public Transportation prior to final selection.

RESPONSE INSTRUCTIONS

In response to this RFP, the auditor should provide a description of services to be provided, three references of nonprofit organizations for which they have provided A-133 audit services, and briefly describe the experience of the principal auditor who will be responsible for writing the final report with findings and recommendations for the company. As part of responsiveness, all submitted bids must include signed copies of the attached federal certifications. Bids that do not include these will be deemed non-responsive.

The auditor must agree to perform the audit in full compliance with the scope outlined in OMB Circular A-133. The auditor will collaborate with the Regional Administrator to prepare the report and required forms for submission to the Federal Audit Clearinghouse as required by the Kansas Department of Transportation and OMB A-133 Guidelines. The Transportation Council will provide full and open access to all financial records. The auditor will have access to the Transportation Council Administrator and the fiscal agent for any documentation, questions or clarifications.

Note: Prior year's A-133 final audit report for the Flint Hills Coordinated Transit Council is available upon request to Melanie Tuttle at mtuttle@fhata.org

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E. ATTACHMENTS: REQUIRED FORMS AND CERTIFICATIONS:

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

1. Proposal Response Form (Pricing Pages)
2. References
3. Federal Certifications
4. Acknowledgement of Addenda
5. Lobbying Certification
6. Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation

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1. PROPOSAL RESPONSE FORM (PRICING PAGES)

The proposer shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the RFP. The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement.

Proposals shall be submitted on the Proposal Response Form provided. **Proposals submitted on any other form may be considered non-responsive and therefore may be rejected.** The authorized person signing the bid shall initial any erasures, corrections or other changes appearing on the Proposal Response Form. *No written comments, modifications or interlineations to the Bid Response Form will be accepted.*

Proposals must use the following Pricing Tables to submit their proposed pricing. Proposers may submit prices for each individual sections 1-4, and is encourage to provide a proposal for bundled or package if awarded multiple services.

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

1. The offer submitted is complete and accurate, including all forms required for submission in accordance with the terms and conditions listed in this Request for Proposal and any subsequent Addenda. The Proposer shall immediately notify the FHATA in the event of any change.
2. The quantities specified are based upon the best available estimates and do not determine the actual amount the Authority shall order during the contract period. The quantities are subject to change. Payments will be based on actual quantities order based on the unit rates quoted.
3. The undersigned agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the FHATA RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

Company Name (Type / Print)

Date

Address / City / State / Zip

Authorized Signature

Title

Name (Type / Print)

Telephone #

Facsimile #

E-mail Address

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Proposal Response Form (Pricing Pages) - Continued

a) PRICING TABLE 1:

- It is anticipated that the proposer will use staff with a variety of skill and experience levels in providing services depending upon the type and complexity of the services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide below. The proposer may offer a separate schedule for each type of additional service offered by the proposer.
- Audit services should be based on fixed firm price for each audit year.
- All charges associated with each category of consulting service must be included on this Cost Sheet and reflect detailed pricing information. If pricing is dependent on any assumptions that are not specifically stated in this solicitation, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the cost sheet for purposes of accurate evaluation.
- All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- While it is expected to require single audit for each of the audit years, please provide the estimated cost reduction if a single audit is not required.

ATTACHED DOCUMENT FOR PRICING (check here) _____

	TASK / DESCRIPTION	Cost
1	Total Compensation required for requested services on an annual fixed fee basis.	
	Audit For Fiscal Year Ended 6/30/2024 w/ Single Audit	
	Audit For Fiscal Year Ended 6/30/2025 w/ Single Audit	
2	Rate to Prepare Annual Form 990	
	Tax Form year ended 6/30/2024	
	Tax Form year ended 6/30/2025	
3	Hourly rate for future and/or additional services.	
4	Other (please describe)	

Additional Notes or Details _____

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2. REFERENCES

Provide at least 3 references to which you have performed similar services over the past three years. Contact information for all references must be up to date. Add more pages if more than 3 references.

Reference #1:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #2:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

Reference #3:

Company Name: _____

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail _____

Job Description _____

Dates of Services Provided: _____

Reference For: (Proposer Contact) _____

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3. FEDERAL CLAUSES

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES:** (1) 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.

2. **PROGRAM FRAUD CIVIL REMEDIES ACT**

Bidder acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. 3801 *et seq*) and U.S. DOT regulations implementing the same (49 C.F.R. Part 31) apply to this vehicle purchase. Accordingly, Bidder hereby certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Purchase Order and the vehicle purchase it covers. In addition to other penalties that may be applicable, Bidder also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government in coordination with the Buyer and Kansas Department of Transportation reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Bidder to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** (1) 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.

(2) 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.

(3) 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 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.

(4) 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.

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(5) 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.

(6) 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).

4. **FEDERAL CHANGES:** Federal Changes - 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.

5. **CIVIL RIGHTS:**

a. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Bidder 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 Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

i. **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 Bidder 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 Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

ii. **Age** – In accordance with section 4 of 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 Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Bidder agrees to comply with any implementing requirements FTA may issue.

iii. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Bidder 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 Bidder agrees to comply with any implementing requirements FTA may issue.

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6. **TERMINATION:** a. Termination for Convenience (General Provision) The Flint Hills Coordinated Transit Council (CTC #4) 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 The Flint Hills Coordinated Transit Council (CTC #4) to be paid the Contractor. If the Contractor has any property in its possession belonging to The Flint Hills Coordinated Transit Council (CTC #4), the Contractor will account for the same, and dispose of it in the manner The Flint Hills Coordinated Transit Council (CTC #4), directs.

b. 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 The Flint Hills Coordinated Transit Council (CTC #4), may terminate this contract for default. Termination shall be affected 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 The Flint Hills Coordinated Transit Council (CTC #4), 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 Flint Hills Coordinated Transit Council (CTC #4), 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.

c. Opportunity to Cure (General Provision) The Flint Hills Coordinated Transit Council (CTC #4), 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 The Flint Hills Coordinated Transit Council (CTC #4) 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 The Flint Hills Coordinated Transit Council (CTC #4), setting forth the nature of said breach or default, The Flint Hills Coordinated Transit Council (CTC #4), 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 The Flint Hills Coordinated Transit Council (CTC #4), from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that The Flint Hills Coordinated Transit Council (CTC #4), elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The Flint Hills Coordinated Transit Council (CTC #4), shall not limit The Flint Hills Coordinated Transit Council (CTC #4) remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. **DISADVANTAGED BUSINESS PARTICIPATION:**

The bidder is encouraged to use a Disadvantaged Business when applicable in compliance with the statements in 49 CFR 23.43, Subsections (a) and (b).

USE OF DBE OWNED FINANCIAL INSTITUTIONS (49 CFR 26.27)

The KDOT encourages prime contractors to use the services of institutions owned and controlled by socially and economically disadvantaged persons. This requirement is part of each federal aid contract in Special Provision 7-18-80-latest revision. Further information may be obtained from the DBE liaison officer at 785-296-7940.

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8. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

Incorporation of Federal Transit Administration (FTA) Terms - 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 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any The Flint Hills Coordinated Transit Council (CTC #4) requests, which would cause KDOT as the FTA Direct Recipient to be in violation of the FTA terms and conditions.

9. **PROHIBITION ON CERTAIN TELECOMMUNICAITONS AND VIDEO SURVEILLANCE SERVCIES 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. (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. (iii) 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.

SIGNATURE SHEET

Our signature below certifies compliance with the above listed federal requirements and clauses.

TELEPHONE (TOLL FREE) NUMBER: _____ E-MAIL: _____

ADDRESS: _____ FAX: _____

STATE: _____ CITY: _____

TYPED NAME: _____ ZIP CODE: _____

SIGNATURE: _____ TITLE: _____

DATE: _____ F.E.I.N.: _____

WEBSITE ADDRESS: _____

NOTE: This form must be completed, signed by an authorized official of your company and returned with your bid.

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4. ACKNOWLEDGEMENT OF ADDENDA

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

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to RFP FY25-01-AS:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Proposer _____

Street Address _____

Street Address _____

City, State, Zip Code _____

Authorized Signature _____

Name _____

Title _____

Telephone Number _____

Facsimile Number (FAX) _____

E-Mail Address _____

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5. LOBBYING CERTIFICATION

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Vendor] certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413

(1/19/96).] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Vendor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

The vendor also agrees to include these requirements in each courtesy bid financed in whole or in part with Federal assistance provided by FTA.

Signature: _____

Name and Title: _____

Company Name: _____

Date: _____