

**REQUEST FOR PROPOSAL**

**INDEPENDENT AUDIT SERVICES**

**FLINT HILLS REGIONAL COUNCIL, INC.**

**Fiscal Year Ended December 31, 2017  
with the option to renew for two (2) additional years**

**Release Date: November 30, 2017**





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**I. INTRODUCTION**

The Board of Flint Hills Regional Council, Inc. is requesting proposal from a qualified certified public accounting firm to perform an audit of its financial statements for the fiscal year ending December 31, 2017, with the option of renewal for each of the two (2) subsequent fiscal years ending 2018 - 2019.

The Board believes that to maintain integrity in the audit process and to counter the potential for undue familiarity between Council and auditing staff, a change in outside auditors should be explored approximately every three years. This RFP is being issued to ascertain the availability and interest of prospective auditors.

The audits will be performed in accordance with generally accepted auditing standards and all applicable state and federal granting requirements (Single Audit if required in accordance with Government Auditing Standards and OMB A-133).

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**II. DESCRIPTION OF COUNCIL**

**Background Information:** The Flint Hills Regional Council, Inc. (FHRC) is a voluntary service association of local Kansas governments from Chase, Geary, Lyon, Morris, Riley, Pottawatomie, and Wabaunsee counties and/or their respective municipalities and unincorporated areas. These local Flint Hills governments have formed the Flint Hills Regional Council to provide services of mutual benefit to the region that are best gained from cooperation and partnership.

- A. The organization is the recipient of the following federal/state grant funds under the Department of Defense Office of Economic Adjustment (OEA), Economic Development Administration (EDA), Kansas Department of Transportation (KDOT) and the Federal Transit Administration (FTA). Federal funds expended in the fiscal year have yet to exceed \$750,000 but anticipate reaching that milestone in 2017:
- *Section 5307* (49 U.S.C. § 5307) (New Funding in Fiscal Year 2014) is a formula grant program for urbanized areas providing capital, operating, and planning assistance for mass transportation. This program was initiated by the Surface Transportation Act of 1982 and became FTA's primary transit assistance program in FY 1984. Funds are apportioned to urbanized areas utilizing a formula based on population, population density, and other factors associated with transit service and ridership. Section 5307 is funded from both General Revenues and Trust Funds. **Grant Award Period:** Ongoing, subject to annual federal appropriation.
  - Department of Defense Office of Economic Adjustment Fort Riley Force Reduction Impact Analysis Grant – This study analyzed the economic impact of a reduction of just over 2,300 soldiers over the past three years and “what if” impact of potential future reductions. **Grant Award Amount:** The federal grant amount was \$294,653. **Grant Award Period:** December 1, 2015 – November 30, 2016.
  - Department of Defense Office of Economic Adjustment Joint Land Use Study Grant – This study identifies potential compatible land uses and controls by local governments impacted by Fort Riley. **Grant Award Amount:** The federal grant amount was \$276,000. **Grant Award Period:** March 1, 2016 – June 30, 2017.
  - Economic Development Administration Grant – The Planning Partnership grant supports staff activities that are directed at implementing the Action Items in the Comprehensive Economic Development Strategy approved by EDA. **Grant Award Amount:** \$165,000 over two and a half years. **Grant Award Period:** October 1, 2016 – March 31, 2019.
  - *Flint Hills Metropolitan Planning Organization Section 5303 Consolidated Planning Grant* – 23 U.S.C. §§ 104(f) and 134, and 49 U.S.C. § 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Kansas. KDOT is the state agency designated to receive and dispense the above-named funds to accomplish comprehensive, continuing, and cooperative metropolitan transportation planning in the Manhattan urbanized area. **Grant Award Period:** Ongoing, subject to annual federal appropriation.

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In addition to the federal grants, the organization will receive and manage local matching funds from Council membership dues along with jurisdictions of the Flint Hills Regional Transit Administration (FHRTA) and Flint Hills Metropolitan Planning Organization (FHMPO).

- B. Organization of Council Staff:* Organized as tax-exempt entity under IRC Section 501(c)(3). It is run by a Board of Directors and managed by a part-time Director. The FHRC staff currently consists of the Director, Administrative/HR Manager, Community Development Manager, Regional Planner and Administrative Assistant. Additionally, the Council has been designated as the fiscal agent for both the Flint Hills Regional Transit Administration and Flint Hills Regional Metropolitan Planning Organization. FHRTA full-time staff includes the Transit Administrator/Mobility Manager, which is funded by FTA 5307 funds, state funds through KDOT, and local match. FHMPO full-time staff includes the Transportation Planning Manager and Transportation Planning Analyst, which is funded through KDOT funds.
- C. Basis of Accounting:* The financial records are maintained on the accrual basis of accounting in accordance with generally accepted accounting principles. The accounting system is fully automated using QuickBooks Premier Desktop 2016 (Non-Profits). The payroll processing is performed utilizing a third-party vendor named PAYCOR. The Council has contracted with an outside CPA firm, Reese & Novelly, PA, to provide accounting and auditing services, including year-end financial reporting and annual tax services.

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**III. NATURE AND SCOPE OF SERVICES**

*A. Scope of Services:* The primary focus of the work is to conduct an audit of the Council's financial statements in accordance with auditing standards generally accepted in the United States, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. In addition, the Council will likely be subject to the regulations of OMB Circular A-133, under the Uniform Guidance. *Advisory Services:* Availability year round to answer Council staff general accounting questions or provide guidance on correct coding measures, general journal entries and etc.

*B. Funding Sources:* As of the date of this RFP release, the Council receives funding from federal, state and other local resources. Each program limits the amount of funds available for administrative expenses, thus the funding of any audit activities must take into account the limited funds the Council have available for such activities.

The amount of federal funds received by the Council varies from year to year. See the enclosed Appendix A for the Council's Schedule of Grant Expenditures (Federal and Non-Federal) for the fiscal year ended December 31, 2016.

*C. Council will Provide:* The Council will produce a QuickBooks backup file as soon as requested from the auditing firm along with access to the third-party payroll vendor PAYCOR.

The Council's fiscal staff will be available to explain and pull documents, show reports, and prepare schedules or supporting documentation as necessary. The proposal should specify what schedules and supporting documentation will be required of the Council staff.

*D. Required Reports and Communication with Governing Body (Deliverables)*

- (1) The auditor shall give biweekly progress reports to the Director and Administrative/HR Manager during the audit process. There shall be immediate notification if fraud is found. Instances of fraud, waste, illegal acts, or indications of such, including all questioned costs, must be covered by separate written report to the Board of Directors.
- (2) An exit interview (via live meeting and/or conference call) to review the draft Audit Report and/or Management Letter shall be held with the management.
- (3) Communication to Those Charged with Governance (Board of Directors): The auditor will provide a separate letter of communication to those charged with governance at or near the end of the engagement. The letter will communicate audit matters that, in your professional judgment, are significant and relevant to those charged with governance in overseeing the financial reporting process. This letter will also communicate internal control related matters found during our audit process.
- (4) Management Letter Comments: The auditor will provide communication either in a separate letter or included in the letter discussed in #3, to the management. The letter will include communication regarding any significant deficiencies noted

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during the audit and those deficiencies you consider to be material weaknesses. In addition, the auditor will note other findings or matters for our consideration and auditor recommendations.

- (5) Hard Copies, approximately thirty (30) bound, of the final audit report and an electronic version of the final audit report shall be submitted to the Council. Reports shall be submitted within 30 days of the audit work completion, as provided in the timeline. Management reports, if applicable, shall be submitted with the audit reports.
  - (6) If required, the appropriate A-133 audit report shall be filed with the GAO Clearinghouse as required and within the appropriate deadlines.
- E. Working Paper Retention and Access to Working Papers:* The auditor shall agree to keep the information related to all funds audited, related contracts, and all information obtained in the course of the audit, in strict confidence. Other than reports submitted to the Council, the auditor agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking reasonable measures as are necessary to restrict information access to those employees on its staff and the Council staff who must have information on a need-to-know basis.

The auditor shall retain audit reports and related working papers for a minimum of five (5) years, or until resolution of the audit with the federal cognizant agency or state Council, whichever is later. Authorized representatives of the Council or its designee shall make audit documents available to the Council upon request. Audit documents shall be made available to the Council upon request by authorized representatives of the Council or its designee.

- F. Conflict of Interest:* The Contracted Transportation Provider is Flint Hills Area Transportation Agency, Inc. (FHATA). The auditor shall not have a business relationship with nor provide auditing or accounting services to this organization.

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**IV. TIMING OF ENGAGEMENT**

*A. Calendar:*

**Invitation for Proposal Issued:** November 30, 2017

**Due Date for Proposal:** December 29, 2017

**Award:** On or before January 31, 2018

- B. Fiscal Year Ending December 31, 2017 Audit Commencement and Conclusion:* Due to timing of the request for proposal, we expect that planning for the audit for year-end December 31, 2017 will commence no later than March 31, 2018 and field work should be completed by May 31, 2018. A draft of the audit should be received within 30 business days after commencement of fieldwork and a final report and letter of comments will be issued no later than June 30, 2018, with presentation to the Board no later than the July 2017 board meeting.

The Director and/or Administrative/HR Manager will be the point of contact for the audit and will be available during the audit to assist the firm by providing information, documentation and explanation.

- C. Audit Commencement and Conclusion for audits beginning with December 31, 2018 thereafter:* Commencement of audits after December 31, 2018 will begin no later than March 31st, the Council's records are expected to be ready no later than February 28th following the fiscal year end. A draft of audit should be received within 30 business days after commencement of fieldwork and a final report and letter of comments will be issued no later than May 30th following the fiscal year end.

**V. SUBMISSION OF PROPOSAL**

- A. Proposal Requirements:* The following **materials are required to be received in the office of Flint Hills Regional Council, Inc. or postmarked no later than December 29, 2017 at 5:00 p.m.** In order to achieve a uniform review process and obtain the maximum degree of comparability, it is suggested that proposals be organized in the following manner.

**Selection Process and Criteria**

It is the Council's intent to solicit bids for audit services at least every three (3) years. This RFP is for an annual audit with the option to renew, based upon satisfactory performance and comparable costs. There will be a full review of the CPA firm's performance by management and the Board of Directors, or its designee, to determine whether to engage the same firm for the next year in the three-year period. Unsatisfactory performance will result in the recommendation to the full Council Board that new proposals be solicited.

A review panel including representatives of the Executive Committee and Council staff will participate in the process of selecting the auditor. Reviewers will assess applications based on the following criteria:

**(1) Design of the proposal**

- (a) Demonstrated understanding of the scope and intent of the audit;

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- (b) Consistency with the overall objectives of the scope of services;
- (c) Comprehensiveness and adequacy of the audit work plan; and
- (d) Benchmarks and a timeline;

**(2) Qualifications**

- (a) Relevant professional experience of the firm and the staff selected to perform the actual audit duties;
- (b) Prior work experience and description of services provided, that demonstrate relevant professional experience;
- (c) Ability to meet the independence standards of the GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, published by the U.S. General Accounting Office.
- (d) Reference verification (a minimum of three references shall be submitted);
- (e) Availability and ability to meet the time line;
- (f) Professional liability insurance of at least one million dollars (\$1,000,000), and willingness to provide a certificate of insurance upon request.

**(3) Budget**

- (a) Feasibility of carrying out the audit, internal control review, management letter, and various reporting requirements given the proposed budget;
- (b) Justification for proposed fees and costs.

**B. Inquiries: Inquiries regarding the request for proposal must be made to**

Unique Hiram, Administrative/HR Manager  
P.O. Box 514  
Ogden, KS 66517-0514  
(855) 785-3472  
[Unique@FlintHillsRegion.org](mailto:Unique@FlintHillsRegion.org)

*Questions/Requests for Clarification*

Any **questions requesting clarification of the RFP for Independent Audit Services must be submitted via email by 5:00 p.m. CDT on December 15, 2017**, to the Administrative/HR Manager at the email address listed above. **Telephone inquiries will not be accepted.**

Questions or requests submitted after this date may not be considered.

Proposers should understand that the Administrative/HR Manager or another designated representative of the Council will issue the only official answer or position of the Council regarding the Independent Audit Services in writing. Only written communications are binding.

*Addendum to Request for Proposal*

All changes, additions, and/or clarifications in connection with this proposal will be issued through the Council in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Failure to return a signed hard copy of receipt of addendum with the Request for Proposal may render the Proposer to be considered non-responsive. Verbal responses and/or representations shall not be binding with the Council.

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- C. **Submission:** *To be considered the original proposal (if mailing), along with a PDF version must be received in the office of Flint Hills Regional Council, Inc. no later than December 29, 2017 (at the address listed above) by 5:00 p.m.*
- D. **Disclaimers:** The Flint Hills Regional Council, Inc. reserves the right to reject any and all proposals, or portions of proposals. The Council also reserves the right to partially award the scope of work, based on the quality of proposals received. Firms may be invited to and interview as part of the selection process.

If deemed necessary, the Council shall:

- (1) conduct quality reviews of the audit work;
- (2) require auditors to submit revised reports, at no additional cost, when findings or recommendations are unclear;
- (3) take prompt and appropriate action to remedy deficient audit contractor performance;
- (4) make alternative arrangements or follow-ups if auditors find records to be non-auditable;
- (5) impose a 10% penalty if due dates are missed.

**VI: THIRD PARTY CONTRACT PROVISIONS**

*The following clauses shall be incorporated into any contract that results from this RFP. These clauses are required by federal, state or local regulations, and are not subject to negotiation.*

The FTA Master Agreement can be accessed at <https://www.transit.dot.gov/about/regional-offices/region-10/fy-2016-master-agreement>

**No Federal Government Obligations to Third Parties.** The Flint Hills Regional Transit Administration (FHRTA) 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 FHRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that 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 or Related Acts.** 31 U.S.C. § 3801 *et seq.*, 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. § 5307

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

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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 fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government 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.

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 Contract Records and Reports.** 49 U.S.C. § 5325, 18 CFR Part 18.36 (i)(10), 49 CFR Part 19.53(e)

The Contractor agrees to provide the FHRTA, 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.

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 FHRTA, 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 Part 18.36(i)(11). The FHRTA require that the Contractor maintains these records for two additional years beyond the federal requirement, for a total of five years.

**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 the FHRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights Requirements.** 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:

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(1) 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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 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 CFR 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: 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.

(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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (3) The Contractor guarantees that no individual will be denied the benefits of (or access to) services due to race, color, disability, or national origin. All respondents must include with their proposal a signed assurance of Civil Rights compliance.

The successful proposer will be expected to take affirmative action to ensure that services are accessible to all segments of the eligible population, with priority given to those in the greatest social and economic need, including the low-income, minority, and elderly.

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(4) 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 Enterprises (DBE).** 49 CFR Part 26

The contractor or subcontractor 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 DOT assisted contracts. 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 recipient deems appropriate.

The Contractor agrees to require prime contractor to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from FHRTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the FHRTA. This clause applies to both DBE and non-DBE subcontracts.

**Energy Conservation Requirements.** 42 U.S.C. § 6321 *et seq.*, 49 CFR Part 622

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.

**Termination.** FTA Circular 4220.1F

Termination for Convenience

The FHRC may terminate any contract pursuant to this RFP, in whole or in part, whenever, for any reason, it determines that termination is in its best interest. In the event that the FHRC elects to terminate its contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

Termination for Cause

The FHRC may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;

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- the Contractor becomes insolvent or begins bankruptcy proceedings, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed or discharged within thirty (30) days after entry, levy or service, then this Agreement shall be deemed breached by the Contractor, and terminated.

In the event that FHRC determines to terminate the contract for cause, it shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the FHRTA may authorize in writing), FHRTA shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If this contract is terminated by FHRC for any reason, in addition to any other rights provided for in this contract, FHRC may require the Contractor to transfer title and deliver to the FHRC in the manner and to the extent directed, any completed materials.

The FHRC shall be obligated only for those services and materials rendered and accepted prior to the date of termination. In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by FHRC subject to any offset by FHRC for actual damages including loss of federal matching funds. The rights and remedies of the FHRC provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**Opportunity to Cure**

The FHRC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FHRC'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 FHRC setting forth the nature of said breach or default, FHRC 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 FHRC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the FHRC shall not constitute a waiver.

**Termination by Contractor**

The Contractor may cancel the Project and terminate the Agreement only upon written request to the FHRC and after receiving written approval by the FHRC. If the Contractor cancels the Project, it shall reimburse the FHRC for any costs incurred by the FHRC prior

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to the cancellation of the Project. The Contractor agrees to reimburse the FHRC within thirty (30) days after receipt by the Contractor of the FHRC's statement of costs incurred by the FHRC prior to the cancellation of the Project.

**Action upon Termination**

The termination of this Agreement shall not relieve the Contractor of any of their rights and obligations to the FHRC existing at the time of expiration, or terminate those obligation of the Contractor, which, by their nature, service the termination of this Agreement.

**Government-wide Debarment and Suspension (Nonprocurement).** 2 CFR Part 180 and 1200, Executive Order 12549 and 12689, 31 U.S.C. § 6101, FAR at 48 CFR Chapter 1, Part 9.4

This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, or affiliates, as defined at 48 CFR Chapter 1, Part 9.4, are excluded or disqualified as defined at 48 CFR Chapter 1, Part 9.4.

The contractor is required to comply with 48 CFR Chapter 1, Part 9.4 and must include the requirement to comply with 48 CFR Chapter 1, Part 9.4 in any lower tier covered transaction it enters into.

**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 4220.1F 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 FHRTA requests which would cause FHRTA to be in violation of the FTA terms and conditions.

**VII: REQUIRED SIGNATURE FORMS - Appendix B**

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**APPENDIX A**

<b>GRANT/CONTRACT</b>	<b>GRANT AWARD</b>	<b>MATCHING FUNDS</b>	<b>EXPENSES</b>	<b>FEDERAL/STATE/OTHER</b>
Flint Hills Regional Transit Administration	\$932,178.00	\$53,532.82	\$51,922.27	Federal/State
Flint Hills Metropolitan Planning Organization	\$279,290.30	\$70,764.82	\$350,016.12	Federal/State
Office of Economic Adjustment – Force Reduction Impact Analysis Study	\$294,653.00	\$0	\$0	Federal
Office of Economic Adjustment – Joint Land Use Study	\$276,000.00	\$31,271.00 (In-Kind)	\$0	Federal
Economic Development Administration	\$286,805.00	\$0	\$0	Federal
Minnesota Housing Partnership (HUD Sub- Recipient)	\$45,680.00	\$0	\$13,604.51	Federal
Contractual Work – FHRC Membership Communities	Varies	\$0	\$29,482.00	Other

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**APPENDIX B**

All of the forms in this section must be submitted together with Request for Proposal. Failure to submit any form shall render the Request for Proposal incomplete.

Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other  
Ineligibility and Voluntary Exclusion ..... 19

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Assurance of Compliance with the Department of Health and Human Services Regulations  
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**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**Certification of Lower-Tier Participants Regarding Debarment, Suspension, and  
Other Ineligibility and Voluntary Exclusion**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

The lower-tier participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 49 CFR Part 29 and Executive Order 12549 are applicable thereto.

\_\_\_\_\_  
Name of Company (Contractor):

\_\_\_\_\_  
Name / Title of Contractor's Authorized Official:

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

The undersigned attorney for \_\_\_\_\_, hereby certifies that \_\_\_\_\_ has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Contractor's Attorney

\_\_\_\_\_  
Date

**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**Certificate of Procurement Integrity**

I, \_\_\_\_\_, am the officer or designated employee responsible for the preparation of this proposal offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described below on this certificate, I have no information concerning a violation or possible violation of Section 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act\* (41 U.S.C. 423), (hereinafter referred to as “the ACT”), as implemented in the Federal Acquisition Regulation (FAR), occurring during the conduct of this procurement.

As required by Subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and/or consultant of \_\_\_\_\_ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer, has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

Violations or possible violations: (enter “None” if none exist)

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\_\_\_\_\_  
Name of Company (Contractor)

\_\_\_\_\_  
Name / Title of Contractor’s Authorized Official

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Date

*\* This certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, U.S. Code, Section 1001.*

*Section 27 became effective July 16, 1989.*

**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**Assurance of Compliance with the Department of Health and Human Services  
Regulations under Title VI of The Civil Rights Act of 1964**

\_\_\_\_\_ (Name of Subgrantee or Secondary Recipient  
“Subgrantee”) HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied by benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance for Flint Hills Regional Transit Administration (Name of Grantor), assistance from the Federal Transit Administration (hereinafter called “Grantor”); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding of the Subgrantee, its successor, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

\_\_\_\_\_  
Name of Company (Contractor)

\_\_\_\_\_  
Name / Title of Contractor’s Authorized Official

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Date

**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**DBE Program and Commitment Form (To be filled out by DBE subcontractors)**

The following is the proposal commitment to the DBE goals of Flint Hills Regional Council for the service of supplies pursuant to this contract. (Mark N/A for Non-Applicable answers)

A. \_\_\_\_\_ The undersigned firm certifies that it is a contractor.

A.1 For DBE, specify percentage of ownership \_\_\_\_\_%

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (DBE) firm is a joint venture partner.

B.1 The DBE firm shall have \_\_\_\_\_ % participation of employees, and shall have \_\_\_\_\_ % participation in the cost in this project.

B.2 Specify the percentage of minority/women ownership in the DBE firm \_\_\_\_\_%.

C. \_\_\_\_\_ The undersigned commits \_\_\_\_\_ % of the total proposal price as a subcontract to disadvantaged business enterprise participation. The State of Kansas certified DBE firms, which are proposed as subcontractors, are the following. Name, Address, type of work performed by firm and NAISC's code:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Note: To qualify as an eligible DBE firm, DBE firms must be certified and listed within the State of Kansas Department of Transportation DBE directory of Contractors 90 days before issuance of RFP.

D. \_\_\_\_\_ Are there DBE firms employed by your company for services that are not directly responsible for the manufacture, supply, or service that your company provides, such as printing, cleaning, delivery, etc.? If applicable, please list the names, address, and type of work performed by the firms:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Name of Company (Subcontractor):

Address of Company:

Name / Title of Contractor's Authorized Official:

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**Statement of No-Conflict of Interest**

Proposer covenants that neither Proposer nor, to the best of the Proposer’s knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information, which indicates that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the FHRTA. The Proposer shall thereafter cooperate with the FHRTA review and investigation of such information, and comply with any instruction it receives from the FHRTA in regard to remedying the situation.

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Name of Company (Contractor)

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Name / Title of Contractor’s Authorized Official

---

Signature of Contractor’s Authorized Official

---

Date

**Flint Hills Regional Council, Inc.  
Request for Proposal**

**Affidavit of Non-Collusion**

**The undersigned, having submitted a proposal for Auditing Services** in accordance with notice given by the Flint Hills Regional Council for the purposes or support of providing auditing services, for and behalf of himself, or themselves, first being duly sworn says:

That said Proposer has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price or proposal to be submitted by any person, or to prevent any person, or persons, or company from submitting proposal: or to entice any Proposer to refrain from proposing such supplies, merchandise, service or contract, and that said proposal so made is without reference or regard to any other proposal or proposals, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such proposing in any way or manner whatsoever.

\_\_\_\_\_  
Name of Company (Contractor)

\_\_\_\_\_  
Name / Title of Contractor's Authorized Official

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

SEAL

Dated at

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Date

*Failure to Properly Notarize and Return this Form may invalidate your Proposal*

**Flint Hills Regional Council, Inc.**  
**Request for Proposal**

**Vendor Information Request Form**

\*To be completed by all vendors or proposers, regardless of DBE status, pursuant to 49 CFR Part 26.11

Name of Firm:

Address of Firm:

Contact Name:

Age of Firm:

Phone Number:

DBE Status

Non DBE: \_\_\_\_\_

State of Kansas Certified DBE: \_\_\_\_\_

Annual Gross Receipts Category

<\$500,000 \_\_\_\_\_

\$500,000 to \$1 million \_\_\_\_\_

\$1 – 2 million \_\_\_\_\_

\$2 – 5 million \_\_\_\_\_

>\$5 million \_\_\_\_\_

North American Industry Classification Code (NAICS), if known: \_\_\_\_\_

\_\_\_\_\_  
Name / Title of Contractor's Authorized Official:

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date