

Bay Area Transportation Authority

Request for Proposal - Audit Services

RFP# BATA_10_2026

October 2nd, 2026

Re: Bay Area Transportation Authority Request for Proposal for Audit Services

To Whom It May Concern:

The Bay Area Transportation Authority “BATA” is issuing a Request for Proposals (RFP) for qualified, licensed, and independent certified public accountants “FIRM” to submit proposals to enter a contract to perform financial audits for three fiscal years ending September 30, 2026, 2027, and 2028 with option years for 2029 and 2030.

BATA’s Fiscal Year runs from October 1st – September 30th.

Proposals must be received by BATA no later than 4:00 p.m. Eastern Time on Friday, October 30, 2026. **All electronic submissions of Proposals must be submitted by the deadline to info@bata.net with the title of the email referencing “RFP# BATA_10_2026”.** Proposals received after this deadline will not be considered. Proposed prices need to be good for 60 days past the submission date.

This Request for Proposal (RFP) is issued by BATA, located at 1340 Hammond Road W, Traverse City, MI 49686. All communications regarding this project during the procurement process must be in writing and either emailed to info@bata.net or sent via mail and addressed to the Manager – Finance Programs and Compliance.

Shaughn Handley
Manager – Finance Programs and Compliance
Bay Area Transportation Authority
1340 Hammond Rd. W
Traverse City, Michigan, 49686
E-mail: info@bata.net

Firms may ask questions, clarifications, and identify discrepancies or conflicts on or before the “Written Questions to BATA Due By” deadline stated in the Schedule of Activities. Direct all email communications to info@bata.net. Any written questions must be post-marked by the deadline and addressed to

“Manager – Finance Programs and Compliance – Questions for RFP# BATA_10_2026” at 1340 Hammond Rd. W Traverse City, MI 49686.

Answers to all questions will be posted on <http://www.bata.net/> by the “BATA’s Responses to Questions Released” deadline stated in the Schedule of Activities.

Any communications received during the procurement process regarding this project that are received by any other method than email or sent through mail will not be accepted. BATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from BATA to proceed with the project.

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Basic Information:

BATA provides urban and rural bus services in Grand Traverse and Leelanau Counties. Service information is available on the BATA website at <http://www.bata.net/>. BATA has approximately 140 employees with a total operating budget of approximately \$14 million. In addition, BATA receives various capital contracts from the Federal Transit Administration and Michigan Department of Transportation for the purchase of new vehicles, facility improvements, and equipment.

BATA's revenues consist primarily of state and federal operating assistance, property taxes levied in the two-county service area, fares, and other non-operating revenues such as intercity commissions and advertising revenues.

BATA maintains its accounting records in accordance with the Michigan Department of Transportation's "Local Public Transit Revenue and Expense Manual" and operates its financial records on Intuit QuickBooks Enterprise Solutions. BATA will need twelve (12) copies of the audit report with a presentation to the BATA Board by the last Thursday in January following each respective fiscal year. The Audit must be completed, and the report submitted by January 15th of following calendar year. If this deadline were missed due to firm-caused delays, the BATA Board would reserve the right to impose a late fee of 1% of the total quoted annual fee per day late, up to a maximum cumulative cap of 10% of that fiscal year's quoted fee.

Audits:

The selected independent certified public accounting firm will be required to perform (if applicable):

1. A **Financial Statement** audit of all funds of the Bay Area Transportation Authority in accordance with Government Auditing Standards (Generally Accepted Government Auditing Standards / GAGAS); and
2. A **Single Audit** in compliance with OMB Uniform Guidance (2 CFR 200) to test internal controls and compliance regarding federal transit grant awards.

BATA requests that all applicable on-site fieldwork be completed in a continuous block of time. If preliminary fieldwork is completed at a time separate from the year-end fieldwork, we would request that the work be completed in two continuous blocks of time.

The audit report submitted must comply with all current mandated items. In addition, all reports must comply with the "Michigan Department of Transportation's Audit Guide for Transportation Authorities" suggested format.

Scope of Work

BATA is seeking proposals from qualified, licensed certified public accounting firms to perform the Authority's annual financial statement audit and, in any year the threshold described below is met, a Single Audit, for each of the fiscal years ending September 30, 2026, September 30, 2027, and September 30, 2028. BATA may, at its sole discretion, exercise two additional one-year options for the fiscal years ending September 30, 2029, and September 30, 2030. Each option shall be exercised by written notice to the Firm at the applicable fixed fee submitted in the accepted Price Proposal. Fee adjustments shall be permitted only for substantial changes in scope authorized through a written contract amendment signed by both parties. BATA is a public authority organized under Michigan's Public Transportation Authority Act, 1986 PA 196, and is a recipient of Federal Transit Administration (FTA) Section 5307 (Urbanized Area Formula) funding, Federal Highway Administration funds flexed to the FTA for capital projects, and Section 5339 (Bus & Bus Facilities) funding for its small urban service area, Section 5311 (Rural Area Formula) funding for its rural service area, as well as state operating and capital assistance from the Michigan Department of Transportation (MDOT) and local property tax revenue. The audit shall cover the entire operations of the Authority, including both its urban and rural service areas and all associated federal, state, and local funding sources.

Applicable Standards

The audit(s) shall be performed, and the financial statements presented fairly, in accordance with:

- Accounting principles generally accepted in the United States of America (U.S. GAAP);
- Generally accepted auditing standards (GAAS) as issued by the American Institute of Certified Public Accountants (AICPA);
- Government Auditing Standards (the "Yellow Book"), issued by the Comptroller General of the United States;
- Title 2 U.S. Code of Federal Regulations Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), for any fiscal year in which BATA expends \$1,000,000 or more in federal awards (the current Single Audit threshold for fiscal years beginning on or after October 1, 2024);
- Michigan's Public Transportation Authority Act, 1986 PA 196, MCL 124.471, which requires public transportation authorities to obtain an annual audit consistent with the Uniform Budgeting and Accounting Act, 1968 PA 2, and to file a copy of the audit with both the Michigan Department of Treasury and MDOT;
- MDOT's Audit Guide for Transportation Authorities and Agencies in Michigan and the annual Local Public Transit Revenue and Expense (R&E) Manual, including completion of the schedules applicable to transit

- agencies with a September 30 fiscal year end; The auditor shall perform the procedures and provide the reporting required by MDOT for financial transit schedules. These schedules shall not be excluded from the auditor's responsibility through a blanket disclaimer concerning other supplemental information. Schedules reporting nonfinancial data may be labeled unaudited as permitted by MDOT; and
- Michigan Administrative Code R 247.4301, which requires submission of the audit report and management letter to MDOT within 120 calendar days of fiscal year end (with up to a 60-day extension available upon written request).

Required Reports and Deliverables

At the conclusion of each annual audit, the Firm shall deliver to BATA, at a minimum:

- An opinion on whether BATA's financial statements are presented fairly, in all material respects, in conformity with GAAP;
- In any year a Single Audit is required, an opinion on whether the Schedule of Expenditures of Federal Awards (SEFA) is presented fairly in relation to the financial statements taken as a whole, with expenditures separately identified by CFDA/Assistance Listing number and clearly distinguishing Urban (Section 5307, Section 5339, FHWA funds, etc.) from Rural (Section 5311) awards;
- A report on internal control over financial reporting and on compliance and other matters, based on an audit of financial statements performed in accordance with Government Auditing Standards;
- In any year, a Single Audit is required, a report on compliance for each major program and a report on internal control over compliance required by the Uniform Guidance, together with electronic submission of the reporting package to the Federal Audit Clearinghouse;
- A schedule of findings and questioned costs, if any;
- A management letter summarizing observations and recommendations, including any identified deficiencies in internal control not otherwise required to be reported;
- The eligible-expense and revenue schedules required by MDOT's R&E Manual for BATA's fiscal year end, supporting BATA's state Comprehensive Transportation Fund / Local Bus Operating Assistance distribution, and any other MDOT-required compliance schedules; and
- A formal presentation of the completed audit to the BATA Board of Directors, as described below.

Timing, Consultation, and Board Presentation

The Firm shall be available for consultation with BATA staff throughout the year, at a minimum at two points annually: (1) prior to the start of audit fieldwork, to review the audit schedule and any changes in scope, and (2) to formally present the completed audit report to the BATA Board of Directors. All required

consultation time, including any coordination with FTA, MDOT, or other federal or state auditors, shall be included in the Firm's proposed fee and shall not be billed separately. The Firm shall provide BATA with a complete draft of the audit report, required supplementary schedules, and management letter at least fifteen (15) calendar days before the January 15 final-report deadline. BATA will provide consolidated comments within seven (7) calendar days of receipt, allowing time for review and resolution of outstanding matters before final issuance. Each year's audit must be completed, presenting any findings and issue management letters, be approved by the Board, and submitted to BATA ahead of the 120-calendar-day filing deadline MDOT imposes under R 247.4301. The date and time of the Board meetings will be cascaded to the firm by BATA.

Records, Work Papers, and Access

The Firm shall retain all audit work papers, at its own expense, for a minimum of seven (7) years following the date of each final report. The Firm shall make its work papers available to BATA's executive staff upon request, and shall provide access to work papers to FTA, MDOT, the Michigan Department of Treasury, the Comptroller General of the United States, or their authorized representatives upon request, for regulatory oversight purposes. The Firm shall also respond to reasonable inquiries from any successor auditor.

Condition of Records

If the Firm determines that BATA's books and records are not in sufficiently satisfactory condition to permit the audit to proceed as scheduled, the Firm shall promptly disclose the deficiency to BATA. If the records cannot be made ready within fifteen (15) days, the Firm shall notify BATA before continuing the engagement.

Schedule of Activities

Activity	Date
RFP Released	October 2 nd , 2026
Written Questions to BATA Due By	October 16 th , 2026
BATA's Responses to Questions Released	October 23 rd , 2026
Proposals Due	October 30 th , 2026, by 4:00 PM EST
Anticipated Contract Award Date	November 6 th , 2026
Anticipated Notice to Proceed Date	November 9 th , 2026

Proposal Requirements:

To be considered for selection, firms must:

- Submit a complete response to the RFP

- Submit a copy of the firm's most recent peer review report and external quality control reviews. If the peer report includes a "Fail" rating or similar without adequate remediation, this is an automatic disqualification of the firm.
- Submit a complete Price Proposal form & Signature Page
- Sign the Acknowledgement form for Terms and Conditions and Required FTA Clauses & Applicable Certifications
- Identify staff who will work on this project and include professional qualifications and technical abilities
- Provide a short resume of your firm including a description of financial stability of the organization and a list of at least three (3) references including public transportation authorities or similar entities previously audited with contact information for each
- Provide a work plan demonstrating how the firm will meet the draft-report deliverable date of December 31st and January 15th final-report deadline

It is the responsibility of each firm to:

- Examine this RFP, including all appendices (if any) issued.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- Consider all federal, state, and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.

Evaluation Criteria: 100 Points

- 5/100: Responsiveness to the RFP – submission of all the requested information, addressing clear objectives, and meeting the scope of work.
- 35/100: Relevant experience & references – provide a short resume and at least three references similar to BATA showing the ability to perform comparable work
- 35/100: Availability of staff with professional qualifications and technical abilities to meet mentioned schedule
- 5/100: Results of peer and external quality control reviews
- 20/100: Price – lowest three-year proposal price + two-year options price divided by the three-year proposal price + two-year option price being evaluated multiplied by available points. Price proposals will be evaluated based on the Total Evaluated Price, which is the cumulative sum of the fixed fees for the three (3) Base Years and the two (2) Option Years. Evaluation of option years does not obligate BATA to exercise those options. If option year pricing is found to be materially unbalanced or out of alignment with

standard consumer price indexing trends, BATA reserves the right to reject the proposal as non-responsive.

Based upon the Evaluation Criteria described above, a Review Committee will evaluate submitted proposals. BATA will award the contract to the most responsive, responsible proposer having proven experience as described herein. BATA reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the best value.

Review Committee:

- Patrick Preusser – Executive Director
- Phil Masserant – Limited-Term Financial Transition Officer
- Shaughn Handley – Manager - Finance Programs and Compliance

The Review Committee may consult subject matter experts in an advisory capacity. These individuals will not score proposals and must maintain confidentiality and be free of actual or apparent conflicts of interest.

Project Oversight:

Shaughn Handley, Manager – Finance Programs and Compliance, will serve as BATA's Project Manager and primary contact after contract award, coordinating audit scheduling, records requests, internal follow-up, and tracking required deliverables. The Financial Transition Officer will lead audit-readiness activities during the finance transition and support resolution of accounting matters. The Executive Director will provide executive oversight and address issues requiring executive decisions. BATA may designate a successor Project Manager in writing.

BATA may, but is not bound to, commence negotiations and select respondents that are determined by BATA to be within the competitive range to participate in additional discussions and further negotiations regarding their proposals. Original scoring of non-price criteria may be modified based on the results of the discussions. All firms within the competitive range will have equal participation in the discussions. BATA's goal is to obtain final and best offers from each of the firms from which it may then make a selection for final negotiations and award.

The final selection shall be made on a best value basis at the conclusion of negotiations and may be based upon evaluation of the best and final offers unless a determination has been made instead to make an award on the basis of initial proposals without conducting discussions.

A response to any RFP is an offer to contract with BATA based upon the terms, conditions, and specifications contained in the RFP. This solicitation will result in a firm, fixed-price contract. A signed Notice to Proceed officially authorizes the commencement of the project.

By submission of a proposal, the respondent certifies that in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

BATA reserves its rights to cancel, amend, extend, modify, or reissue this RFP or the project at any time and may cancel any award pursuant to this RFP or seek amended or new proposals for a sound, documentable, business reason.

BATA further reserves the right to:

- Reject any/all proposals and re-solicit or cancel the RFP for sound, documentable business reasons;
- Enter into a contract with any respondent, based upon the initial proposal, or on the basis of a Best and Final offer, with or without conducting written or oral discussions;
- Award a contract to a respondent other than the respondent that submitted the lowest price proposal.

Terms and Conditions

Duration of Project & Agreement: The project will commence per contracted term with BATA's Notice of Award/Notice to Proceed.

Contract Changes: Additions, deletions or modifications to this project and agreement may be made only with written agreement between BATA and the selected firm.

Disputes: Except as others provided in this agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by agreement shall be decided by BATA, which shall put its decision in writing and mail or otherwise furnish a copy to the firm. In connection with any appeal proceeding under this clause, the firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder,

the firm shall proceed diligently in accordance with the agreement and in accordance with BATA's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this agreement shall be construed as making final the decision of an administrative official, representative or board on a question of law.

Indemnification: The firm responding to this RFP agrees to indemnify and hold the agency, its officers, agents, employees and/or trustees, harmless from and against any and all claims or causes of action brought against the agency and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the agency arising out of any claimed defect in the goods and services provided by the firm. The firm's obligation under this paragraph shall include the obligation to indemnify and hold the agency harmless for negligence, whether active, passive, or concurrent, in the performance of the agency's duties and obligations pursuant to this project and agreement.

Written Standards of Conduct: No BATA employee, officer, agent, Board member or their immediate family member, partner, or organization will participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is involved. BATA is concerned with Conflicts of Interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between a BATA employee and a competitor, supplier, distributor, or firm to the organization, the BATA employee must disclose the conflict with your manager/supervisors. If an actual or potential conflict of interest is determined to exist, BATA will take such steps as it deems necessary to reduce or eliminate this conflict. A few examples of conflicts of interest that should always be avoided are listed below but are not exhaustive of every potential conflict of interest.

- If a BATA employee has a direct or indirect financial interest in a firm that does business with BATA and the interest might be sufficient to affect the employee's decisions or actions, the employee must report the interest to BATA and must not represent BATA in such transactions.
- No BATA employee or member of the employee's immediate family shall directly or indirectly accept gifts from any persons or firms doing or seeking to do business with BATA under circumstances where it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of BATA business with the donor. Such gifts should be returned with a note of explanation.
- Employees are not prohibited from accepting advertising novelties such as pens, pencils, calendars, or other gifts of nominal value when

circumstances clearly show that the gifts are offered for reasons of personal esteem.

Covenant Against Gratuities: The firm warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of BATA with a view toward securing favorable treatment in the awarding, amending, or evaluating this project and agreement.

Assignability Rights: The firm shall not assign this contract – wholly or in part – without the written consent of BATA. No assignment shall relieve the firm of any obligations under the contract.

Insurance Prior to commencing any on-site fieldwork and for the duration of the contract, the selected firm shall obtain and maintain, at its own expense, at minimum: (1) Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, covering claims arising from the performance of audit and accounting services; (2) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury and property damage arising from the firm's on-site presence and operations; (3) Workers' Compensation insurance as required by the State of Michigan and Employers Liability insurance with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee; BATA shall be named as an additional insured on the firm's Commercial General Liability policy, and the firm's Commercial General Liability policy shall be primary and non-contributory and shall include a waiver of subrogation in favor of, any insurance maintained by BATA. Because Professional Liability coverage is typically written on a claims-made basis, the firm shall maintain an extended reporting period ("tail coverage") of not less than two (2) years following termination or expiration of the contract. The firm shall furnish BATA with certificates of insurance evidencing the coverage required herein prior to the start of any work and upon each policy renewal, and each policy shall provide for not less than thirty (30) days' written notice to BATA prior to cancellation, non-renewal, or material change in coverage.

Licensing: The firm awarded shall be licensed to perform the work outlined in this RFP. Proof of licensing shall be made available upon request.

Contract Terms: The contract between BATA and the firm shall become effective upon signing and shall remain in force until at which time the contract has expired, or until notice of termination in writing is given by the other party as provided herein. BATA reserves the right to terminate the contract at any time if the successful firm fails to meet the requirements stated in this request for proposal. The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy

the obligations under this contract. Option years are only exercised at the discretion of BATA and must be in writing.

Taxes: BATA is exempt from all federal excise tax and state and local sales, use, and fuel; firm certifies any such taxes are not included in the prices shown here in; however, the firm shall pay all taxes required by law. BATA cannot exempt others from tax.

Compliance with Laws: The firm will comply with all State, Federal, and local laws and regulations.

Cancellation for Cause: If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within ten (10) days of such notice, the failure has not been corrected, the injured party may cancel the contract effective ten (10) days after notice of cancellation. BATA reserves the right to terminate the contract immediately in the event that the firm discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the firm to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by BATA without penalty to BATA. BATA shall pay for services rendered up to the point of termination. Notwithstanding anything to the contrary contained in the contract between BATA and the successful Firm, BATA may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful firm. If the termination clause is used by BATA, the successful firm will be paid by BATA for all scheduled work completed satisfactorily by the successful firm up to the termination date set forth in the written termination notice.

Accuracy of Work: The firm shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by BATA will not relieve the firm of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the firm or latent defects in the products sold by the firm.

Appropriation of Funds: The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy BATA's obligations under said contract(s).

Payment Terms: Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable, travel expenses shall be incorporated into the hourly rate. Proposers may suggest other payment terms for consideration. Under no circumstances will payment be advanced prior to work or services provided.

Protest Procedures: Firms wishing to protest procurement decisions or processes must submit the protest in writing to the BATA Executive Director at the Bay Area Transportation Authority – 1340 Hammond Rd. W, Traverse City, MI 49686.

Protests about solicitation specifications or processes must be received 10 business days before the solicitation due date.

Protests received after the due date, but before award must be received before 5 business days after the due date.

Post-award protests must be received by the Bay Area Transportation Authority no later than 5 business days after the award decision.

The protestor must qualify as an “interested party” in the procurement. An “interested party” is an actual or prospective firm or offeror whose direct economic interest would be affected by the award or failure to award the procurement at issue.

The written protest must identify the protesting party, clearly define the decision or process being protested and the reason(s) for the protest, and the relief desired of the Bay Area Transportation Authority’s procurement award.

The Bay Area Transportation Authority reserves the right to not accept solicitations, postpone or extend the solicitation due date, cancel any award, or re-solicit based on the protest received.

The Bay Area Transportation Authority Executive Director of his/her designee will review the written protest and provide a written decision to the protestor within 10 business days of receiving the protest.

The protestor can appeal the Bay Area Transportation Authority Executive Director’s or his/her designee’s decision to the BATA Board of Directors.

That appeal must be filed with the Bay Area Transportation Authority Executive Director or his/her designee within five (5) business days of BATA’s Executive Director’s or his/her designee’s decision.

The BATA Board of Director’s decision on the appeal will be final.

Signature Page

Company Name:	
Address (including ZIP Code):	Telephone Number: Fax Number:
Email Address:	Federal Tax ID Number:
Circle ONE of the following: Partnership Non-Profit Corporation Profit Corporation Circle ONE of the following. If you have a DBE status, submit current certificate with proposal: DBE non-DBE Other, Specify:	
Race & Gender of Company Majority Owner:	Age of Company (Years):
NAICS Code for Work to Be Performed: (Refer to: https://www.census.gov/naics/)	Annual Gross Receipts of Firm (check one): \$0-\$1Mil _____ \$1Mil-\$3Mil _____ \$3Mil-\$6Mil _____ \$6-\$10Mil _____ >\$10Mil _____
<i>I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder.</i> Signature of Person Authorized to Sign:	Title of Authorized Signatory:
Name of Authorized Signatory (print):	Date:
<i>The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 60 days.</i>	
EXCLUSIONS Please list any exclusions for this RFP: <i>(Check here if a separate page is necessary, please indicate these are exceptions to any portion of this solicitation)</i>	

Federal Contract Clauses – Professional Services

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts.

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 C.F.R. 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 Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program

Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent from the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any

of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000;

or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a

certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure

forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single use plastic products. See Executive Order 14057, section 101, Policy.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 Agency 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 Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Convenience or Default (Cost Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

(2) Flow Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

SEVERABILITY

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

TRAFFICKING IN PERSONS

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

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below) ; or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification:

Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,
Certification

Contractor: _____

Signature of Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and Title of Official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: _____

Print Name: _____

Signature of Authorized Representative: _____

Date: _____

**Acknowledgement Form for Terms & Conditions and Required FTA
Clauses**

I have received, read, understand, and agree to comply with the Terms & Conditions and the Required FTA Clauses included in the Bay Area Transportation Authority's Request for Proposal (RFP) BATA_10_2026 for **Audit Services** that was issued October 2nd, 2026.

I understand that failure to acknowledge or comply with any of these terms, conditions, or requirements will deem our firm unresponsive to this RFP or result in our default of the contract after its execution.

Date: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Name of Firm: _____

Price Proposal Form

Core Audit Services

Staff Category	Number of Hours	Rate per Hour	Total Cost
Year One: FY 2025/26 (October 1, 2025 - September 30, 2026)			
Partner / Principal		\$	\$
Manager / Supervisor		\$	\$
Senior Auditor / Lead		\$	\$
Staff Auditor / Associate		\$	\$
Administrative / Overhead		\$	\$
Subtotal - Year One			\$
Year Two: FY 2026/27 (October 1, 2026 - September 30, 2027)			
Partner / Principal		\$	\$
Manager / Supervisor		\$	\$
Senior Auditor / Lead		\$	\$
Staff Auditor / Associate		\$	\$
Administrative / Overhead		\$	\$
Subtotal - Year Two			\$
Year Three: FY 2027/28 (October 1, 2027 - September 30, 2028)			
Partner / Principal		\$	\$
Manager / Supervisor		\$	\$
Senior Auditor / Lead		\$	\$
Staff Auditor / Associate		\$	\$
Administrative / Overhead		\$	\$
Subtotal - Year Three			\$
Option Year One: FY 2028/29 (October 1, 2028 - September 30, 2029)			
Partner / Principal		\$	\$
Manager / Supervisor		\$	\$
Senior Auditor / Lead		\$	\$
Staff Auditor / Associate		\$	\$
Administrative / Overhead		\$	\$
Subtotal - Option Year One			\$
Option Year Two: FY 2029/30 (October 1, 2029 - September 30, 2030)			
Partner / Principal		\$	\$
Manager / Supervisor		\$	\$
Senior Auditor / Lead		\$	\$
Staff Auditor / Associate		\$	\$
Administrative / Overhead		\$	\$
Subtotal - Option Year Two			\$
GRAND TOTAL (Years One-Five) – EVALUATED PRICE			\$

Optional Hourly Rates (Informational Only)

Optional hourly rates are required for informational purposes to establish contract ceilings for potential future amendments for audit services. These rates will be evaluated for reasonableness but **will not** be factored into the mathematical calculation of Total Evaluated Price scored above. Include travel costs in hourly rates below.

Staff Level / Role	Base Year 1 Rate	Base Year 2 Rate	Base Year 3 Rate	Option Year 1 Rate	Option Year 2 Rate
Partner / Principal	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.
Manager / Supervisor	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.
Senior Auditor / Lead	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.
Staff Auditor / Associate	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.
Administrative / Overhead	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.	\$____/hr.

Proposer Certification:

By signing below, the Proposer certifies that the pricing submitted is realistic, balanced, and fully inclusive of all requirements outlined in RFP#BATA_10_2026.

Firm Name: _____

Authorized Signature: _____

Date: _____

Appendix: Sample Independent Auditing Contract

This sample contract reflects the terms and conditions set forth elsewhere in this RFP and will form the basis of the agreement executed with the successful Proposer for the audit engagement covering fiscal years ending September 30, 2026, through September 30, 2028, with two optional one-year extensions through September 30, 2030.

THIS AGREEMENT is entered into as of the ____ day of _____, 20____, by and between the Bay Area Transportation Authority, a public authority organized under the Public Transportation Authority Act, 1986 PA 196 ("BATA" or "the Authority"), and _____ ("Firm"). WHEREAS, BATA receives federal financial assistance under FTA Section 5307, Section 5311, Section 5339, Federal Highway Administration Funds flexed to FTA, state operating and capital assistance from MDOT, and local property tax revenue, and is required by MCL 124.471 to obtain an annual audit and file it with the Michigan Department of Treasury and MDOT; and WHEREAS, BATA desires the Firm to perform such audits in accordance with the Scope of Work set forth in RFP BATA_10_2026.

NOW, THEREFORE, BATA and the Firm mutually agree as follows:

1. Scope of Service.

The Firm shall audit BATA's annual financial statements and, in any year the Single Audit threshold is met, perform a Single Audit, for each of the fiscal years ending September 30, 2026, 2027, and 2028 (with Option Years ending September 30, 2029 and 2030 if exercised), in accordance with the Scope of Work incorporated herein by reference, including compliance with GAAS, Government Auditing Standards, the Uniform Guidance (2 CFR 200, Subpart F), MDOT's Audit Guide for Transportation Authorities and Agencies in Michigan, and the applicable Local Public Transit Revenue and Expense Manual.

2. Report Review, Timing, and Submission.

Each fiscal year's audit report and management letter shall be presented to the BATA Board of Directors for approval no later than the last Thursday in January following the close of the fiscal year, and the final report shall be delivered to BATA no later than January 15 -- in advance of the 120-calendar-day filing deadline imposed by Mich Admin Code R 247.4301. Twelve (12) copies (or an agreed electronic format) of each final audit report shall be delivered by that deadline. Time is of the essence; if the Firm fails to meet the agreed submission date through no fault of BATA, BATA may deduct, as liquidated damages and not as a penalty, one percent (1%) of the applicable year's quoted fee per day for each day the report is late, up to a maximum cumulative cap of 10% of that fiscal year's quoted fee, consistent with the Terms and Conditions of the underlying RFP.

3. Compensation.

BATA agrees to pay the Firm, as full compensation for the services described herein, the flat fee(s) set forth in the Firm's accepted Price Proposal: \$_____ for the audit of fiscal year 2025/26; \$_____ for fiscal year 2026/27; and \$_____ for fiscal year 2027/28, for a total of \$_____ for the initial three-year term. If Option Year One and/or Option Year Two are exercised, compensation shall be \$_____ and \$_____, respectively, unless renegotiated in writing for a substantial change in scope as described below.

Compensation shall be renegotiated only upon a substantial change in scope caused by (a) the addition of a new federal, state, or local program or grant requiring audit coverage not contemplated in the original Scope of Work, or (b) the elimination of service or funding sources that materially decreases the scope of the audit. Any such change shall be documented in a written amendment signed by both parties.

4. Method of Payment.

The Firm shall submit itemized invoices, describing hours spent by each professional and the percentage of audit work completed, as work is performed. Consistent with the Payment Terms described in this RFP, BATA shall pay undisputed invoices within thirty (30) days of receipt.

5. Auditor Requirements.

The Firm certifies that its principal officer(s) or member(s) are Certified Public Accountants licensed to practice in the State of Michigan, that the firm meets the independence requirements of Government Auditing Standards with respect to BATA, and that the firm and its principals have no record of substandard audit work, debarment, or suspension from federal or state procurement. Any positive enforcement action, license discipline, or matter reflecting the firm's professional qualifications shall be disclosed to BATA prior to execution of this Agreement and promptly upon occurrence thereafter.

6. Records, Work Papers, and Confidentiality.

For a period of seven (7) years after final report is submitted to BATA under this Agreement, the Firm shall retain its work papers and make them available to BATA, MDOT, the Michigan Department of Treasury, FTA, and the Comptroller General of the United States, or their authorized representatives, upon request. All reports, data, and information prepared or assembled by the Firm under this Agreement are confidential and shall not be released to any third party without BATA's prior written approval, except as required by the Michigan Freedom of Information Act or other applicable law. All proposals and reports become BATA's property upon submission.

7. Termination for Cause.

If the Firm fails to fulfill its obligations in a timely and proper manner, or violates any covenant, agreement, or stipulation of this Contract, BATA may terminate

this Contract by written notice specifying the effective date, which shall be no less than five (5) days after notice. Upon such termination, all finished and unfinished documents, data, studies, and reports prepared under this Contract become BATA's property, and the Firm remains liable for damages sustained by virtue of any breach. BATA may withhold payments due to the Firm as an offset until damages, if any, are determined.

8. Termination for Convenience.

BATA may terminate this Contract at any time upon written notice to the Firm. In that event, the Firm shall be paid the ratio of total compensation that the services actually performed bear to the total services covered by this Contract, less prior payments; if less than sixty percent (60%) of the covered services have been performed as of the effective date of termination, the Firm shall also be reimbursed for actual, documented, non-duplicative out-of-pocket expenses directly attributable to the uncompleted portion of the engagement.

9. Compliance with Laws; Nondiscrimination.

The Firm shall comply with all applicable federal, state, and local laws, regulations, and codes, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and 49 CFR Part 21; the Americans with Disabilities Act; and, to the extent applicable to BATA's service area and contract value, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26. The Firm shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the performance of this Contract.

10. Federal Clause Incorporation.

This Contract incorporates by reference all applicable Standard Terms and Conditions required by the U.S. Department of Transportation and FTA, including those set forth in FTA Circular 4220.1G, as amended, whether or not expressly restated herein. In the event of a conflict between this Contract and any FTA-mandated term, the FTA-mandated term controls. The Firm shall not perform, fail to perform, or refuse to comply with any BATA request that would cause BATA to be in violation of applicable FTA terms and conditions. No member of or delegate to Congress, and no BATA Board member, officer, or employee who exercises any function or responsibility with respect to this Agreement, shall have any direct or indirect interest in this Contract or its proceeds.

11. Interest; Assignability.

The Firm shall not assign or transfer any interest in this Contract without BATA's prior written approval, except that claims for money due or to become due may be assigned to a financial institution without such approval, provided BATA receives prompt written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BAY AREA TRANSPORTATION AUTHORITY:

By: _____

Executive Director

Date: _____

Firm:

By: _____

Authorized Representative, *Title*

Date: _____