

Request for Proposals (RFP)
RFP NUMBER RFP 30MAR21AS

For

AUDITING AND CONSULTING SERVICES

for the period of:

July 1, 2020-June 30, 2023

(With option for two additional years: July 1, 2023- June 30, 2025)



Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355

PROPOSALS DUE: Tuesday, March 30, 2021 by 2:00pm EDT

ISSUED FOR SOLICITATION: Tuesday, March 9, 2021

Submit bids to: Monroe County Transportation Authority
P.O. Box 339
Scotrun, PA 18355
ATTN: Iris Rivera, Executive Office Analyst

Request for Proposal

Audit and Consulting Services RFP 30MAR21AS

Notice is hereby given that the Monroe County Transit Authority (MCTA) is requesting proposals for Audit and Consulting Services for a period of three years with an additional two-year option. One original and three hard copies of the proposal must be submitted in a sealed envelope clearly marked 'RFP 30MAR21AS' in accordance with requirements set forth in the RFP.

Copies of the Request for Proposals are available on the MCTA website at www.gomcta/business.php or by contacting Iris Rivera, Executive Office Analyst at (570) 243-3433. Estimated project start date is May 2021 based on successful bid selection. Price quotations, while an important element, will not be the sole criteria for awarding the bid. No one will be subjected to discrimination on the basis of age, color, disability, marital status, national origin, race, religion, sex or sexual orientation in consideration for an award. DBE/SBE are encouraged to apply. MCTA reserves the right to accept or reject any and all proposals received.

Proposals are due no later than 2:00pm EDT on Tuesday, March 30, 2021 at the MCTA administrative office physically located at 134 MCTA Drive, Swiftwater, PA 18370. Proposals may be delivered to the physical address, or mailed to the address below (PLEASE NOTE: PHYSICAL AND MAILING ADDRESSES ARE NOT THE SAME):

Monroe County Transit Authority
Attn: Iris Rivera, Executive Office Analyst
PO Box 339
Scotrun, PA 18335

Tel: (570) 243 3433

Request for Proposal

Audit and Consulting Services
RFP 30MAR21AS

Table of Contents

- 1. Notice to Contractors 4
- 2. General Information..... 5
- 3. Schedule of Activities 8
- 4. Audits.....8
- 5. Scope of Work 9
- 6. Proposal Content and Submission..... 11
- 7. Evaluation and Selection Process 12
- 8. Contract Award..... 14
- 9. Required Federal Clauses..... 14
- 10. Appendix A – Price Form..... 21
- 11. Appendix B – Proposal Certification Form 22
- 12. Appendix C – Non-Collusion Affidavit..... 23
- 13. Appendix D - Lobbying Restrictions..... 24
- 14. Appendix E - Debarment and Suspension Form..... 25
- 15. Appendix F - Protest Procedures..... 26
- 16. Appendix G - Independent Auditor Contract..... 27

1. Notice to Contractors

- 1.1. **NOTICE IS GIVEN** that sealed proposals are requested by MCTA, a municipal Authority, for Auditing and Consulting services. All proposals shall be submitted in response to the conditions of this ‘REQUEST FOR PROPOSALS’ FOR Auditing and Consulting Services dated March 9, 2021, said RFP being on file in the offices of MCTA physically located at 134 MCTA Drive, Swiftwater, PA18370.

Proposals must be submitted in a sealed envelope and appropriately labeled: ‘30MAR21-AS’. Proposals must be received at the offices of MCTA at or before 2:00pm EDT on Tuesday, March 30, 2021.

Proposals received after 2:00pm EDT on March 30, 2021 may be returned unopened.

1.2. Obtaining Documents

Proposal documents may be obtained a) in person at the MCTA office at 134 MCTA Drive, Swiftwater, PA 18370, b) electronically on the MCTA website at: www.gomcta/business.php or c) by contacting Iris Rivera, Executive Office Analyst at (570)243-3433.

1.3. Validity of Proposals

Proposals and subsequent offers shall be valid for a period of not less than ninety (90) days after proposal deadline.

1.4. Pre-Proposal Conference

There will be no pre-proposal conference held for this project.

1.5. Proposal Inquiries

Inquiries may be submitted via email to: irivera@gomcta.com, delivered by USPS in writing to MCTA, Attn: Iris Rivera, Executive Office Analyst, P.O. Box #339, Scotrun, PA 18355, or delivered in person in writing to: MCTA, Attn: Iris Rivera, Executive Office Analyst, 134 MCTA Drive, Swiftwater, PA 18370. Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery. MCTA is under no obligation to consider any proposal inquiries that are not submitted as provided herein.

All emails submitted to irivera@gomcta.com will receive a brief confirmation email in return. PROPOSERS who do not receive a confirmation within one business day of submitting questions or requests for clarification should contact Iris Rivera directly at (570)243-3433 to confirm receipt or to resubmit questions and clarifications.

1.6. Equal Employment Opportunity and DBE/SBE Requirements

It is MCTA’s policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of MCTA contracts.

Although there is no specific goal or requirement to include Disadvantaged Business Enterprises (DBE) for this project, MCTA highly encourages the participation of Disadvantaged Business

Enterprises (DBE). MCTA encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on MCTA projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought are reasonable.

2. General Information

- 2.1. MCTA is issuing this Request for Proposal (RFP) to select a Contractor using Best Value Procurement Guidelines for Independent Audit Services (Federal Circular 4220.1f). The goal of this solicitation is to enter into a Contract with a qualified firm that will be able to best meet MCTA's needs.

MCTA has prepared a Scope of Work (see Section 5) and a Sample Standard Contract (see Section 16, Appendix G) that define the scope, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the attached Sample Standard Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 6 or as otherwise required in this RFP.

2.2. Organization of the RFP

This RFP is organized by sixteen sections; the last eight of these sections include a list of Federal Clauses, the Price Form, five certification forms, and the contract which will be executed between MCTA and the winning proposer. The first eight (8) sections provide additional preparation details:

Section 1 Introduction: Outlines a Notice to Contractors.

Section 2 General Information: States that Best Value Procurement Guidelines will be used for this procurement. This section also describes expectations are for the MCTA and Proposer (Contractor).

Section 3 Identifies the Schedule of Activities including dates.

Section 4 Provides timeframe of the project, specific municipal reporting requirement, and meeting coordination with client.

Section 5 Details the Scope of Work.

Section 6 Outlines Proposal Content and Submission.

Section 7 Defines the Evaluation Process.

Section 8 Requirements of this projects award.

2.3. MCTA's Rights

MCTA's rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews or negotiations) and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of MCTA.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition of "Best Value" as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

- MCTA may, but is not bound to, commence negotiations with selected PROPOSERS deemed by MCTA to be within the "competitive range". The "competitive range" will consist of those proposals which have a reasonable change, following committee initial evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.
- MCTA reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the notice of intent to award is issued with the exception of open public meetings.

2.4 PROPOSERS' Responsibilities

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices and the attached Contract, thoroughly.
- 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.
- Clarify with MCTA, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- Each PROPOSER shall use mail, fax, email or other delivery method or mechanism at its own risk, and MCTA shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

2.5 Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Contract and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Contract; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and MCTA. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- MCTA shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by MCTA obligates the PROPOSER to enter into a Contract with MCTA for the performance of the services chosen by MCTA at its sole discretion.
- The Contract shall not be binding or valid against MCTA unless and until it is executed by MCTA and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by MCTA.

- The proposals received shall become the exclusive property of MCTA. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record.

2.6 Cost of Submitting Proposals

- The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to MCTA. MCTA will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with MCTA.

2.7 Basic Information

- The Monroe County Transportation Authority (MCTA) was incorporated on October 5, 1979 as a municipal authority by the Monroe County Commissioners and regulated as such under the auspices of the Pennsylvania Municipal Authorities Act of 1945, as amended. The MCTA was formed by a group of concerned citizens to provide our community with a safe, dependable and economical transportation alternative. The MCTA has a nine (9) member Board of Directors which are appointed by the Monroe County Commissioners. MCTA is operated using federal, state and local funding.
- Pennsylvania sales tax is not to be included in the bid. Tax Exemption Certificate will be furnished to the successful bidder. The Authority is sales tax exempt, however, the contractor is not exempt for the obligation to follow appropriate tax laws in procurement of materials and services used in performance of this contract.

3. Schedule of Activities

Activity	Date
RFP Issued	March 9, 2021
Pre-Proposal Conference (optional)	N/A
Questions and Request for Clarifications should be directed to jdavidge@gomcta.com or mailed, and received not later than:	March 19, 2021 at 4:00 p.m. EDT
MCTA Response to Clarifications/Questions (if any) will be posted on the MCTA website: http://gomcta.com/business.php#procure	March 26, 2021
Proposals Due	Tuesday, March 30, 2021 2:00 p.m. EDT
Interviews (if necessary):	Week of April 5, 2021
Contract Award	April 16, 2021
Notice to Proceed	April 16, 2021

4. Audits

- 4.1 MCTA is seeking proposals from qualified certified public accountant firms or individuals (referred to as “Auditor”, “Proposer”, or “Contractor”) to complete MCTAs Independent Audit for the fiscal years ending June 30, 2021, June 30, 2022, and June 30, 2023, with an additional

two year option provided that any changes in the terms and conditions of the option are mutually agreed upon by both parties.

- 4.2. In addition, the contract will include preparing the form DCED-CLGS-04 (or current equivalent) for file with the State Department of Community and Economic Development by September 30th of each year. A Department of Human Services Single Audit Supplement is also required for the Medical Assistance Transportation Program.
- 4.3. The auditing firm selected must be available for some consultation by MCTA executive staff as needed, and at two time points during the year: the first prior to audit preparation to discuss the audit schedule, and the second to formally present the completed audit reports to the Board of Directors prior to November 30th for approval. The auditor may be required to meet or hold teleconferences with federal and/or state auditors. Consultation time should be included in the proposed fee.

5. Scope of Work

- 5.1 The audits requested under this RFP are to be performed and represented fairly in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), and in accordance with U.S. auditing standards and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the Pennsylvania Department of Transportation Audit Requirements for Fixed Route, Shared Ride and Intercity Bus Transportation Providers, May 2016, and Auditing Manual dated September 2017. Completion of audits will include a Financial Report/Supplemental Information for PennDOT, Single Audit Report, Special Audit Report (MATP), and Report to the Board of Directors; all due no later than November 30th for each audit year.
- 5.2 The Contractor shall be required to compile, from information MCTA provides, the Pennsylvania Department of Human Services Special Audit Report based upon MCTA's Medical Assistance Transportation Program (MATP) and, Form DCED-CLGS-04 (or current equivalent) for file with the State Department of Community and Economic Development by September 30th of each year.
- 5.3 The auditing firm selected must be available for some consultation by MCTA executive staff as needed, and at two time points during the year: the first prior to audit preparation to lay out the audit schedule, and the second to formally present the completed audit reports to the Board of Directors prior to November 30th for approval. The auditor may be required to meet or hold teleconferences with federal and/or state entities. Consultation time should be included in the proposed fee.
- 5.4 The Audits shall cover the entire operations of the Authority. The Audits performed shall be sufficient in scope to enable the Contractor to express an opinion in the Audit Reports on the Financial Statements of the Authority on an accrual basis.
 - 5.4.1. The selected contractor shall determine whether financial statements of the Authority are presented fairly in all material respects in conformity with generally accepted accounting principles (GAAP). The Contractor shall also determine whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the Authority's financial statements taken as a whole.

- 5.4.1.2 The Authority has internal accounting and other control systems to support a low assessed level of control risk for major programs.
- 5.4.1.3 The Authority has complied with laws, regulations, and the provisions of contracts and grant agreements that may have a direct and material effect on each of its major programs.
- 5.4.1.4 Auditor shall convey opinions and report observations as described below:
 - 5.4.1.4.1 The audit was conducted in accordance with generally accepted auditing standards; *Government Auditing Standards*, issued by the Comptroller general of the United States; and the provisions of *Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Audits of States, Local Governments, and Non-Profit Organizations*.
 - 5.4.1.4.2 An opinion as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 - 5.4.1.4.3 A report on internal control related to the financial statements and major programs. This report shall describe the scope of testing of internal control and the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs.
 - 5.4.1.4.4 A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion as to whether the Authority complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and where applicable, refer to the separate schedule of findings and questioned costs.
 - 5.4.1.4.5 A schedule of findings and questioned costs.
 - 5.4.1.4.6 Parts of the audit report may be bound together unless regulatory agency requests otherwise. The management report should be submitted with the audit report. Reports on fraud, abuse, or illegal acts or indication of such acts including all questioned costs found as the results of these acts should be covered by separate written report to the Federal department or agency.
 - 5.4.1.4.7 Contractor reports should be completed as required by federal, state and local guidelines. Copies of former Financial Reports are available upon request of the CFO.
- 5.5 The Audit must be conducted in accordance with the Audit guidelines and rules and regulations established by funding stakeholders, which may include, but not be limited to: federal, state and local governments.
- 5.6 If the Contractor determines that the Authority's and/or subcontractors' books and records are not in sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Authority. If the Authority or subcontractor cannot get the books and records

ready for the audit within fifteen days, the Contractor shall notify the Authority before continuing the audit.

5.7 The Authority will provide workspace for the Contractor during preparation of Year-end financial statements. In addition, the CFO will be available to assist the Contractor in preparing financial statements and supporting schedules.

5.8 Auditor work-papers shall be made available to the executive staff of the Authority upon request.

6. Proposal Content and Submission

6.1 Proposal Content

The intent of this RFP is to encourage a response that clearly presents the Proposer's experience and capacity to fulfill the scope of services and requirements contained herein. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP. The Proposer must include the company name, address and contact information, period of time for which the offer will be honored (which should be at least ninety (90) days from the date of the proposal) and signature of a person authorized to commit the company to contract.

Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

6.2 Proposer Qualifications

Provide a concise statement covering the history of your company under current and any prior names (include number of years in business under each name), your major projects or activities both in general and projects similar to the subject of the Proposal, the relationship of this project to your corporate purpose, and why you feel that your company is best suited to fulfill the requirements of the Proposal. Disadvantaged Business Enterprises (DBE) and Disadvantaged Businesses (DB) are both encouraged to apply.

6.3 Company Qualifications

A brief description listing experience that your company has had with other transit or government agencies. Personnel assignments and resumes detailing actual experience of the employees who will be assigned to perform the work. Provide five recent customer references and include the business name, the contact name and title, telephone number, and email address of the person most familiar with the contract; the dollar amount of the contract; and the dates that these programs/projects were completed.

A statement as to any judgments, litigations, licensing violations, or other violations, outstanding or resolved, associated with your company should also be included.

6.4 Project Plan and Approach

This section will provide a detailed explanation of the Proposer team's approach to conducting a year-end audit.

Assuming the selected proposer will have an understanding of satisfactory internal controls of the agency, outline your work program including proposed tasks and how they will be successfully performed, identifying subcontractors, if any. This section should provide names, addresses, and telephone numbers of individuals who will be assigned to the project. Describe a detailed project timeline, including the number of hours required and completion dates for each

task. List key dates for submission of deliverables, assuming a start date of May 1, 2021.

6.5 Price Proposal

Each Proposer must complete and submit a Price Proposal – Section 10, Appendix A, (or acceptable substitution). Each Price Proposal shall include the total cost for providing all materials and performing all services, excepting sales tax, required for this contract, including but not limited to labor, materials, software, insurance, supplies, travel, overhead, and profit. A Proposer's failure to submit a Price Proposal will result in rejection of the proposal as non-responsive.

6.6 Proposal Submission

Proposers shall submit **ONE original and THREE hard copies** of their proposal, Price 'Form A' (or its substitute) and Proposal Certification Forms B through E. The entire submission shall be submitted in a clearly identified, sealed envelope marked **RFP: 30MAR21AS**:

VIA United States Postal Service:
Monroe County Transit Authority
Attn: Iris Rivera, Executive Office Analyst
PO Box 339
Scotrun, PA 18355

VIA UPS/FEDEX:
Monroe County Transit Authority
Attn: Iris Rivera, Executive Office Analyst
134 MCTA Dr
Swiftwater, PA 18370

All proposals must be received at the MCTA **before 2:00 p.m. EDT on March 30, 2021.** Proposals received after this time or at any other location will not be accepted. Proposals will be prepared and presented at no cost to MCTA.

This RFP does not commit MCTA to award a Contract, to pay any costs incurred in the preparation of statements of qualifications or Proposals drafted in response to this request, or to procure or contract for any services in connection with this request. MCTA reserves the right to accept or reject any or all Proposals received in response to this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of MCTA to do so.

7 Evaluation and Selection Process

7.1 Evaluation Committee

MCTA will appoint a committee to evaluate the proposals.

7.2 Four Step Selection Process

7.2.1 Step One – Responsive

MCTA will first determine if the proposal meets the standards as responsive (did they answer all the questions and required forms, was the proposal on time and in the format requested). If the proposer meets this standard, it will be moved to the next step.

7.2.2 Step Two – Best Value

Approved proposals will be reviewed in the lens of best value to the agency. Other considerations include:

Agency/Firm Experience: Prior government and transit authority, including single audit, experience.

Quality: Overall quality and thoroughness of the proposal in addressing the key requirements of the RFP.

Cost.

Staff Experience: Qualifications of the individual personnel to be assigned to the engagement.

Timeliness: Anticipated timeliness of the audit work and resulting reports, keeping in mind the final formal presentation of the Audit is due to the Board of Directors prior to November 30th of each year.

A numerical ranking will be consistently applied to each RFP based on the factors above.

7.2.3 Step Three – Responsibility

MCTA will then review the candidates in light of responsibility (is the proposer on the PA debarment list and/or federal exclusions list, have any lawsuits or judgements impairing its ability to complete this work taken place) as well as contacting past clients to determine their satisfaction with the work performed. Proposals which meet these requirements will move on to the final stage, Step Four.

7.2.4 Step Four – Interview (if needed)

Proposers who remain in the competitive range following the previous evaluations may be invited to submit additional information as requested by MCTA, and (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate “interview” score. The Evaluation Committee may raise, or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

7.3 Revised Proposals, Discussions, Negotiations and Best and Final Offer

MCTA reserves the right to negotiate with any individual or qualified firm, to modify or cancel in part or in its entirety the RFP, to request revised Proposals, or to request best and final offers if it is in the best interest of MCTA to do so. If it becomes necessary to revise any part of this RFP, addenda will be provided to all contractors who requested this RFP. MCTA may conduct reference checks and may contact clients of proposers who have completed projects similar to the one requested through this RFP. MCTA, however, may award a contract without interviews, negotiations, or requests for best and final offers, so Proposers are encouraged to submit their best Proposal.

Upon completion of the final evaluation stage, the review committee will rank the remaining firms in accordance with the evaluation criteria set forth above. MCTA may accept the proposal

or negotiate the terms and conditions of the agreement with the highest-ranked firm. If negotiations are unsuccessful, MCTA will terminate the negotiations with that firm and may open negotiations with the next-highest firm. If negotiations with this firm are also not successful, MCTA may repeat the negotiations process with the next-highest ranked firm or, at its sole discretion, MCTA may reject all remaining proposals.

8. Contract Award

8.1 Federal Clauses

Attached as Section 9, are MCTA's Federal Clauses. Please review these clauses for relevance to your project and understand that the Commonwealth of Pennsylvania and the United States federal government have special conditions that may impact how you conduct your project.

8.2 Price Form

Price form A is located in Section 10, Appendix A. You may supply your own price form as long as it adheres to the basic outline presented in this section.

8.3 Certification Forms

Proposal Certification Forms B, C, D, and E are located in Sections 10-15. These forms must be completed and sent with the proposal package. Failure to complete will cause the proposal to be labeled as unresponsive.

8.4 Protest Procedures

Attached in Section 15, Appendix F, is MCTA's Protest Procedures. A proposer who feels they are aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest. No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

8.5 Contract and Notice to Proceed

Attached in Section 16, Appendix G is the Independent Auditing Contract. All Proposers will be notified of the recommended award by mail. No contract will be in force until issuance of a written Notice to Proceed issued by the Executive Director, or a designee.

This RFP does not commit MCTA to award a contract(s). MCTA reserves the right to waive informalities and irregularities in the Proposals received.

9. Required Federal Clauses

MCTA is federally funded and therefore all vendors are subject to comply with the following contract clauses as they relate to all Procurements.

Required Federal Clauses for All Monroe County Transportation Authority Purchases:

No Federal Government Obligations to Third Parties

1. MCTA 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 MCTA, 'Contractor', or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. '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.

False Statements or Claims, Civil and Criminal Fraud

1. 'Contractor' acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, '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, '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 'Contractor' to the extent the Federal Government deems appropriate.

2. '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 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on 'Contractor', to the extent the Federal Government deems appropriate.

3. '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 Third Party Contract Records

1. Where the Purchaser is not a state but a local government and is the FTA Recipient or a Sub-recipient of the FTA Recipient in accordance with 49 CFR 18.36(i), 'Contractor' agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of 'Contractor' that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. 'Contractor' also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to 'Contractor' records and

construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs at 49 USC 5307, 5309, or 5311.

2. 'Contractor' agrees to maintain all books, records, accounts, and reports required under this contract for a period of 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 'Contractor' agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Changes to Federal Requirements

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

Termination

Termination of contract details can be found on page 32 of this document within the Contract for services.

Civil Rights (Title VI, EEO, ADA)

1. Title VI – During the performance of this contract, 'Contractor', for itself, its assignees, and successors in interest, agrees as follows:

a) Compliance with Regulations: 'Contractor' shall comply with the Regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b) Nondiscrimination: 'Contractor', with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by 'Contractor' for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by 'Contractor' of its obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d) Information and Reports: ‘Contractor’ shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MCTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information ‘Contractor’ shall so certify to MCTA, and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of ‘Contractor’ noncompliance with the nondiscrimination provisions of this contract, MCTA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

i. Withholding of payments to ‘Contractor’ under the contract until ‘Contractor’ complies, and/or

ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f) Incorporation of Provisions: ‘Contractor’ shall include the provisions of paragraphs:

(a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

‘Contractor’ shall take such action with respect to any subcontractor procurement as MCTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, ‘Contractor’ may request MCTA to enter into such litigation to protect the interest of MCTA, and, in addition, ‘Contractor’ may request the United States to enter into such litigation to protect the interests of the United States.

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and federal transit law at 49 USC 5332, ‘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, ‘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 USC 2000e, and federal transit laws at 49 USC 5332, ‘Contractor’ agrees to comply with all applicable equal employment opportunity requirements of U.S. Department

of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 et seq., (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 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. '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, '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 USC 623 and federal transit law at 49 USC 5332, 'Contractor' agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, '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 USC 12112, '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 1630, pertaining to employment of persons with disabilities. In addition, Graphic Masters Studio agrees to comply with any implementing requirements FTA may issue.

3. '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 (DBEs)

1. This contract is subject to the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10 percent. The agency's overall goal for DBE participation is one (1) percent. A separate contract goal has not been established for this procurement.

2. 'Contractor' shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 'Contractor' shall carry out applicable requirements of 49 CFR 26 in the award and administration of this DOT assisted contract. Failure by '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 MCTA deems appropriate. Each

subcontract 'Contractor' signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. 'Contractor' is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than ten (10) days after 'Contractor'' receipt of payment for that work from MCTA.
5. 'Contractor' must promptly notify MCTA, whenever a DBE subcontractor performing work related to this contract fails to perform or complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the amount of work remaining. 'Contractor' may not terminate any DBE subcontractor and perform that work through its own forces or those of a non-DBE without prior written consent of MCTA.

Incorporation of 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.

'Contractor' shall not perform any act, fail to perform any act, or refuse to comply with any MCTA requests which would cause MCTA to be in violation of the FTA terms and conditions.

Energy Conservation

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

ADA Access

MCTA agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504): 29 USC 794 prohibits discrimination on the basis of disability by recipients of federal financial assistance.

2. Americans with Disabilities Act of 1990, as amended: 42 USC 12101 et seq. prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

3. DOT Public Transportation Regulations implementing Section 504 and the ADA: These regulations include DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR 27, DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR 1192 and 49 CFR 38. Examples of requirements include, but are not limited to, the following:

- a) Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;
- b) Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;
- c) Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;
- d) Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

10. Appendix A (Form A) – Price Form

MCTA
P.O. Box 339
Scotrun, PA 18355

Project 1 – Audit and Consulting Services

This Form may be substituted by the proposer, provided it has, at a minimum the information below. The final price is the “not to exceed price” of the proposal.

List Staff Responsible	Number of Hours	Cost Per Hour	Total Cost by Hours
Year One: FY20/21			
Partner/Manager	10 (Example)	\$200.00	\$2,000.00
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year One:			
Year Two: FY21/22			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Two:			
Year Three: FY22/23			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Three:			
First Option Year FY23/24:			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Four:			
Second Option Year FY24/25:			
Partner/Manager			
Supervisor			
Site Staff			
Administrative Overhead			
Subtotal Year Five:			
Grand Total			\$xxx

11. Appendix B (Form B) – Proposal Certification Form

FORM B

MCTA
P.O. Box 339
Scotrun, PA 18355

To Whom It May Concern:

In conformity with and acceptance of the specifications and the Contract Documents, including all the terms and conditions attached with this document, the undersigned submits this Proposal and guarantees the validity of same for a period of ninety (90) days after date hereof. It is understood that this Proposal Form and all attached clauses, specifications, and documents, constitutes a legal and binding contract when accepted and signed by the Authority, to proceed with the purchase of the goods and services intended by this proposal.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as principal, and that the proposal is made out without collusion with any person, firm, or corporation.

Bidder agrees that, if awarded the contract, bidder will furnish and deliver all services, and will execute the contract in accordance with the specifications to the complete satisfaction and acceptance of the Authority.

It is understood that the Authority reserves the right to reject any or all bids or part thereof or items therein and to waive technicalities required for the interest of MCTA. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract, and that the judgment of MCTA shall be binding on these considerations.

The bidder agrees that bidder will not assign the bid or any of bidder’s rights or interests hereunder without the written consent of MCTA.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE CERTIFICATIONS AND ASSURANCES ATTACHMENTS TO THE RFP:

DATE FIRM NAME

BY SIGNATURE AND TITLE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

12. Appendix C (Form C) – Non-Collusion Affidavit

FORM C

Non-Collusion Affidavit

MCTA
P.O. Box 339
Scotrun, PA 18355

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on

(name)

his/her oath says he/she is _____ of _____
Title Name of Firm

and not a sham or collusive bid, or made in the interest of or on behalf of any collusive bid, or made in the interest of or on behalf of any person not herein named; and he/she further states that said bidder has not directly or indirectly induced or solicited any other bidder for this work to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any matter sought by collusion to secure self-advantage over any other bidder or bidders.

(SIGN HERE): _____

County _____ In and for the State of _____

Subscribed and Sworn to before me this ___ day of _____, _____

Notary Public

My Commission Expires: _____

13. Appendix D (Form D) – Lobbying Restrictions Certification
Certification of Restrictions on Lobbying

FORM D

MCTA
P.O. Box 339
Scotrun, PA 18355

The Undersigned Hereby Certifies on Behalf of _____ that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, 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 is 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 Section 1352, Title 31, U.S. Code. 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.

Executed this _____ day of _____, 20____

Name of Proposer _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____ Telephone: _____

14. Appendix E (Form E) – Debarment Regarding Debarment, Suspension and Other Responsibility Matters

MCTA
P.O. Box 339
Scotrun, PA 18355

The undersigned, an authorized official of the bidder stated below, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for 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; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid).

THE UNDERSIGNED 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 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Bidder _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Date _____

15. Appendix F – MCTA Protest Procedure

A. Monroe County Transportation Authority (MCTA) reserves the right to postpone bid openings for its own convenience and to reject any or all bids.

B. Changes to the specifications will be made by addendum.

C. Prime Contractors and Subcontractors may make appointments to discuss these specifications. This, however, does not relieve them from the written, documented requests required by the paragraph below.

D. Requests for clarification of specifications and protest of specifications must be received by MCTA, in writing, not less than eight (8) calendar days before the date of scheduled bid opening. Any request for a clarification or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to support the bidder's position.

E. MCTA replies to requests under Paragraph D above will be postmarked at least five (5) calendar days before the date scheduled for bid opening.

F. Bidders wishing to protest specifications; bid openings or bid awards may do so by giving written notice, to the Executive Director of MCTA. This notice should be given eight (8) calendar days prior to bid opening for specifications and within three (3) calendar days after bid opening or bid award. Protesters shall state the grounds for the complaint and provide supporting documentation for their argument. MCTA shall review the protest and for specifications shall respond five (5) calendar days prior to bid opening. In the event of a protest over bid opening or bid award MCTA will respond within five (5) calendar days of receipt of protest. If the Monroe County Transportation Authority determines a bid opening should be postponed due to a protest, all bidders shall be promptly notified in writing.

If the award of the contract has already been made at the time that a bid protest is received, MCTA will notify the bidder that was given the award that a protest was filed and will delay the issuance of any Notice-to-Proceed until the protest has been disposed of.

If the bids have already been opened but a contract has not yet been awarded, MCTA will:

a. Notify all bidders, and,

b. Not proceed with a bid award until MCTA has submitted a written response to the protesting bidder and believes the protest to be resolved.

G. The Federal Transit Administration (FTA) will only accept protests from bidders when it is alleged MCTA failed to have written protest procedures or it is alleged MCTA failed to follow such procedures.

16. Appendix G Independent Auditing Contract:

INDEPENDENT AUDITING CONTRACT
for three separate fiscal periods
July 1, 2021, through June 30, 2023

THIS AGREEMENT, entered into as of the ____ day of _____, by and between the Monroe County Transit Authority (hereinafter referred to as "the Authority")

A N D

and _____, (hereinafter referred to as "the Contractor")

W I T N E S E T H :

WHEREAS, the Authority has or will enter into numerous local, state, and federal, social service and private sector grant agreements and service agreements for the fiscal year period July 1, 2021 through June 30, 2023;

WHEREAS, it is expected that the Authority will likewise enter into similar agreement for two additional Option years being July 1, 2023 through June 30, 2024, and July 1, 2024 through June 30, 2025;

WHEREAS, pursuant to said receipt of transit subsidy grants the Secretary and Comptroller General of the United States or his duly authorized representatives and the Commonwealth of Pennsylvania Department of Audit have the right to audit the books and records of the Monroe County Transit Authority and all subcontractors pertinent to operations with respect to such financial assistance; and,

WHEREAS, the U.S. Department of Transportation and the Commonwealth of Pennsylvania have authorized the Authority to procure an audit by a Certified Public Accountant; and,

WHEREAS, the Authority desires the Contractor to conduct and perform such audits,

NOW, THEREFORE, the Authority and the Contractor do mutually agree as follows:

1. Scope of Service:

- A.** The Contractor shall audit the annual general-purpose financial statements and supplemental information for each of the years ending June 30, 2021, 2022, and 2023. The audit shall consist of the total Monroe County Transit Authority assets, liabilities, fund equities, revenues, and expenditures for all programs and projects administered by the Authority operating, capital, or other and of all subcontractors providing operational support for Authority projects. In compliance with audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, the audit shall comply with the Agency-wide audit requirement of that Circular as well as any other local, state, or federal audit requirements, expenses, revenues, and funding shall also be plainly identifiable as to program

funding sources. It is hereby agreed that administrative or other expenses of the Authority or revenues generated as a result of the Authority's administration of the various projects shall be fairly cost allocated to each project or program so administered by the Authority. It may also be necessary to provide individual reports to certain grantors of the Authority when such are requested.

In addition, the Contractor shall be required to compile, from information we provide, the Department of Human Services (DHS) Single Audit Supplement based upon MCTA's Medical Assistance Transportation Program (MATP) and Form DCED-CLGS-04 (or current equivalent) for file with the State Department of Community and Economic Development by September 30th of each year. The auditing firm selected must be available for some consultation by MCTA throughout the year; specifically, two meetings are requested; one in January, or mutually agreeable time, which will provide a mid-year opportunity for MCTA to determine the status of its accounting procedures, and a meeting prior to each annual audits beginning to review the audit schedule prior to its start. The Auditor may be required to meet or hold teleconferences with Federal and/or State Auditors. Consultation time should be included in the proposed fee.

B. The audits are to be conducted in accordance with generally accepted government audit standards. The audits shall cover the entire operations of the Authority. The audit(s) performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit reports on the financial statements of the Authority on an accrual basis. In addition, the audit must be conducted in accordance with the audit guidelines and rules and regulations established by the various federal and state programs such as urban, rural and shared-ride. The Auditor will be required to present the completed audit to the MCTA Board of Directors each year for final approval by the Board.

Title 2 U.S. Code of Federal Regulations Part 200 specifies that the Contractor shall determine whether:

- 1) The financial statements of the Authority are presented fairly in all material respects in conformity with generally accepted accounting principles (GAAP). The Contractor shall also determine whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the Authority's financial statements taken as a whole.
- 2) The Authority has internal accounting and other control systems to support a low assessed level of control risk for major programs.
- 3) The Authority has complied with laws, regulations, and the provisions of contracts and grant agreements that may have a direct and material effect on each of its major programs.
- 4) See (Exhibit #1)

C. The Contractor agrees that all grantors providing funding to the Authority inclusive of local, state, federal, or other funding streams shall be properly incorporated into the final audit report, and that the audit shall comply with audit guides established by the various funding sources.

D. If the Contractor determines that the Authority's and/or subcontractors' books and records are not in sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Authority. If the Authority or subcontractor cannot get the books and records ready for the audit within fifteen days, the Contractor shall notify the Authority before continuing the audit.

E. The Authority will provide workspace for the Contractor during preparation of year-end financial statements. In addition, the CFO will be available to assist the Contractor in preparing financial statements and supporting schedules.

F. It is the responsibility of the Contractor to prepare the following financial statements and supporting schedules (See Exhibit #2), or other schedules as modified from time to time by PennDOT and the Federal Transit Authority. The supplementary information (Exhibit #2, Item 3) will be prepared by the Authority with assistance from the Contractor.

2. Report Review, Timing, and Number of Copies:

A. Fiscal year-end audit reports shall be completed, accepted by the Authority Board and submitted to grantors of the Authority no later than the last working day of November 2021 for the first audit period, no later than the last working day of November 2022 for the second audit period, and no later than the last working day of November 2023 for the third and final audit period. Twelve bound copies of each final audit report shall be submitted by the respective deadlines above.

B. Time is of essence in the submission of the Auditor's Final Report to the Monroe County Transit Authority. In the event the auditing firm fails to submit their preliminary or final report to the Authority on the date as specified herein through no fault of the Authority the Authority can deduct, as liquidated damages and not as a penalty, the sum of \$100.00 per day from the amount of compensation to be paid to the auditing firm by the Authority for every day beyond the agreed upon submission date of the reports.

Upon acceptance it will be the Authority's responsibility to submit the Final Audit Report and Management Letter to the various agencies.

3. Compensation:

- A.** The Authority agrees to pay the Contractor as compensation for the services and reports mentioned herein as costs are incurred on a net thirty day basis, a fee of \$_____ inclusive of all costs and expenses for fiscal year audits July 1, 2020 through June 30, 2021 and \$_____ for fiscal year audits July 1, 2021 through June 30, 2022; and \$_____ for fiscal year audits July 1, 2022 through June 30, 2023, for a maximum total of \$_____ for all three fiscal years.
- B.** It is expressly understood and agreed that in no event will the total compensation and reimbursement amount to be paid in this Contract exceed \$_____, unless there is a substantial increase in the scope of the audits as outlined in the following Section 3-D and a contract price renegotiation confirmed in writing.
- C.** The amount of compensation to the Contractor for work to be performed as outlined in 3-A above shall be renegotiated if there occurs a substantial change in the scope of services caused by either:
- (1) The addition of another program or grant and additional service not specified here in contract "Scope of Service" of this Agreement.
 - (2) The cancellation of a contract with a carrier or carriers and the elimination of services or grants, thereby, decreasing the scope of services to be performed as outlined in the Agreement.
Such change shall result in a renegotiation in writing of the contract price between the Contractor and the Authority.

4. Method of Payment:

- A.** Invoices should be presented to the MCTA as audit work is completed on a regular basis. Final payment will be made within 10 days following approval of the audit report by the Authority's Board of Directors.
- B.** Payment for services rendered will be processed upon receipt of an itemized statement from the Contractor. The itemized statement shall describe hours spent by each professional. A progress report shall be included and shall give a brief description and percentage of audit work completed and that remaining.

5. Auditor Requirements:

The Contractor shall certify that its principal officer(s) or member(s) are Certified Public Accountant(s) and do not have a record of substandard audit work. A statement identifying such certification or license and a disclosure of positive

enforcement actions, or other matters which may reflect on their professional qualifications, shall be attached to this Agreement.

6. Termination of Contract for Cause:

If, through any cause, the Contractor fails to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the MCTA shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall become the Authority's property. The contractor shall not be relieved of liability to the Authority for damages sustained by virtue of any breach of the Contract by the Contractor. The Authority may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Authority from the Contractor is determined.

7. Termination for Convenience of Monroe County Transit Authority:

The Monroe County Transit Authority may terminate this Contract any time by a notice in writing to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the service actually performed bears to the total service of the Auditor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section I hereof relative to termination shall apply.

8. Changes:

Changes in the scope of the services to be performed under this Agreement, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, which are mutually agreed upon by and between the Authority and the Contractor shall be incorporated into written amendments to this Contract, as outlined in Part I, Paragraph 3-C of this Agreement.

9. Compliance with Federal, State, and Local Laws and Regulations:

The Contractor shall comply with all applicable laws, ordinances, regulations, and codes of the Federal, State and Local Governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract. The Contractor understands that Federal Laws, Regulations, Policies and Related Administrative Practices applicable to this Contract on the date the Contract was executed may be modified from time to time. The Contractor agrees that the most recent or such Federal Requirements will govern the administration of the Contract at any particular time.

10. Interest:

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Authority: Provided, however, that claims for money due or to become due the Contractor may be assigned to a bank, trust company, or other financial institution, or to trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority. If the Contractor is a partnership, the Agreement shall insure to the benefit of the surviving or remaining members of such partnership.

11. Equal Employment Opportunity:

In implementing the Project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. 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, sex, disability, age, or national origin. 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. The Contractor shall insert the foregoing provisions of this paragraph in all subcontracts for program work and execute the standard nondiscrimination form attached hereto.

12. Interest of Certain Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

13. Interest of Members, Officers or Employees of Public Body, Member of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Authority or its designated agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

14. Prohibition against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining State or Federal approval of the application for such assistance, or any other; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

15. Independence - Conflict of Interest:

The Contractor meets the independence requirement of the Standards for Audit Governmental organizations, programs, activities, and functions, and covenants that during the period to be covered by audit he shall have no interest, direct or indirect, with respect to the Authority and the Local Governing Body, which creates a conflict of interest. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed. Conflicts of interest include, but are not limited to:

- (1) Family relationships with officials of the MCTA and the Local Governing Body.
- (2) Where the accountant during the period covered by the audit was connected as an officer or employee of the MCTA or the Local Governing Body.
- (3) Where the Contractor has an interest in the transit projects or MCTA concentrated activities contracted services.

16. Contractor Warranty:

The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Agreement or at its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

17. Availability of Contractor's work papers, etc.:

For a period of five years after final payment under this Agreement, the Contractor shall make its work papers, records, and other evidence of audit available to the Authority, the State of Pennsylvania, and to the Comptroller General of the United States or his duly authorized representatives. The Authority, the State of Pennsylvania, and the Controller General shall be entitled to reproduce any or all of such documents at the expense of the Contractor. Copies of adjusting entries and trial balance will be provided to the Authority upon completion of each year's audit.

18. Confidentiality:

All of the reports: information, data, etc. prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they will not be made available to any individual or organization without the prior written approval of the Authority.

19. Ownership:

All proposals and reports become the property of the Authority upon submission, for use as deemed appropriate.

20. Assignability:

The contractor cannot transfer any interest or provide for the assignment of the purchase of professional services contract with the Authority either in whole or in part, without the expressed permission and written consent of the Authority.

21. Disadvantaged Business Enterprises:

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.

22. Title VI of the Civil Rights act of 1964:

The Contractor agrees to comply with all requirements of Title VI of the Civil Rights act of 1964, 42 U.S.C. Section 2000d; U.S. DOT regulations, "Nondiscrimination in

Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

23. No Obligation by the Federal Government:

The Authority and the 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 Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

24. Program Fraud and False or Fraudulent Statements or 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 US 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. 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.

25. Energy Conservation:

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

26. Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Authority 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.

27. Incorporation of Federal Transit Administration Terms:

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). Whether or not expressly set forth in the provisions of this Contract, all contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

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

FIRM:

ATTEST: _____

BY:

X _____

(SEAL)

MONROE COUNTY TRANSPORTATION AUTHORITY:

ATTEST: _____

BY:

X _____, **Executive Director** **(SEAL)**

EXHIBIT #1

1. The audit report shall state that the audit was conducted in accordance with generally accepted auditing standards; *Government Auditing Standards*, issued by the Comptroller general of the United States; and in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance (formerly OMB Circular A-133), *Audits of States, Local Governments, and Non-Profit Organizations*.
2. The audit report shall include at least:
 - i. An opinion as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and an opinion as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 - ii. A report on internal control related to the financial statements and major programs. This report shall describe the scope of testing of internal control and the results of the tests, and, where applicable, refer to the separate schedule of findings and questioned costs.
 - iii. A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion as to whether the Authority complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on each major program, and where applicable, refer to the separate schedule of findings and questioned costs.
 - iv. A schedule of findings and questioned costs.

The parts of the audit report may be bound together unless regulatory agency request otherwise. The management report should be submitted with the audit report. Reports on fraud, abuse, or illegal acts or indication of such acts including all questioned costs found as the results of these acts should be covered by separate written report to the Federal department or agency.

EXHIBIT #2

CONTRACTOR TO PREPARE:

1. Accountants' Report
2. Notes to Financial Statements
3. Supplementary Information:
 - A. Accountants' report on supplementary information
 - B. Urban/Rural Program (5307/5311):
 1. Expense Schedules
 2. Revenue Schedules
 3. Subsidy Schedules
 4. Local Match Forms
 5. Rural PTAF/BSG/ASG Carryover (if applicable)
 6. Rural Section 1513 Program Carryover
 7. Shared Ride Expense Allocation Worksheet
 8. Ridership Statistics
 - C. Urban/Rural Capital Programs (5307/5311):
 1. Statement of Operations
 2. Statement of Grant Funding under Commonwealth of Pennsylvania: Act 44 (Deferred Revenue)
 - D. Shared-Ride Programs:
 1. Independent Auditor's Report
 2. Financial Statements
 - a. Operating Fund Statements
 - b. Capital Fund Statements
 3. Auditor's Opinion on Supplemental Schedule
 4. Schedule of Expenditures of Federal Awards
 5. Report on Compliance with Laws and Regulations
 6. Report on Internal Controls
 7. Management Letter
 8. Notice of Auditors' Report of the Monroe County Transportation Authority for Publication Purposes
 9. Schedule of State Financial Assistance
 10. Fuel Tax Rebates
 11. Schedule of Findings and Questioned Costs
 - E. Annual Report of Municipal Authorities (DCED-CLGS-04)
 - F. Department of Human Services Single Audit Supplement (Medical Assistance Transportation Program)