



Pittsburgh Regional Transit

PORT AUTHORITY OF ALLEGHENY COUNTY

d/b/a

PITTSBURGH REGIONAL TRANSIT

REQUEST FOR PROPOSALS

for

FINANCIAL AUDIT AND PENSION PLAN AUDIT SERVICES

RFP NO. 26-02

Vendor Sourcing Category: PROFESSIONAL SERVICES

Vendor Sourcing Sub-Category:

PSAA – Professional Accounting /Auditing

FEBRUARY 2026

**Pittsburgh Regional Transit
345 Sixth Avenue, Third Floor
Pittsburgh, Pennsylvania 15222-2527
Main Phone Number: (412) 566-5500**

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1.0 General Information

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) provides a network of fixed route public transportation services to persons traveling within a 745-square mile area, including the City of Pittsburgh and all of Allegheny County. Operating a fleet of 700 buses, 80 light rail vehicles and the Monongahela Incline, and by sponsoring ACCESS (the nation’s largest paratransit program of its kind for senior citizens and persons with disabilities), PRT is one of the largest and most diversified public transit agencies in the United States.

PRT provides bus service on three exclusive busways: the 4.3-mile South Busway; the 9.1-mile Martin Luther King, Jr. East Busway; and the 5-mile West Busway. PRT operates its light rail transit service, known as “the T”, on a 26-mile rail system.

In addition, PRT owns and operates 4 bus operating divisions, a major bus overhaul facility, a light rail vehicle maintenance facility, a light rail transportation control center, and a major service facility that supports maintenance of PRT facilities, properties, Park and Ride lots and rights-of-way.

1.1 Introduction

PRT intends to enter into an Agreement, which will provide for Financial Audit Services and Pension Plan Audit Services (Contract Services). The Agreement will be for a three (3) year period with the option to extend the term of the Agreement up to an additional two (2) one-year terms at the sole discretion of PRT.

The required services include, but are not limited to:

- 1) Financial – perform annual single audit and financial audits in accordance with **OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)** for fiscal years 2026, 2027 and 2028, and at the sole discretion and option of PRT, option years 2029 and 2030; and
- 2) Pension Plan – perform an annual audit, in accordance with generally accepted auditing standards, of each of Authority’s three pension plans for calendar years 2025, 2026 and 2027, and at the sole discretion and option of PRT, option years 2028 and 2029.
- 3) Reference Section 4.0, Scope of Services, for greater detail.

It is anticipated that the annual pension audits will commence in the April-May time frame and be completed by June 30th of each year.

Additional Contract Services may be added to or deleted from the Project Scope at the discretion of PRT.

FOR YOUR INFORMATION: PRT has introduced “ebusiness” at its website, <http://ebusiness.ridePRT.org>, the smartest, fastest, easiest, and most efficient way to deliver and receive information regarding solicitations. **All Proposers must register electronically in order to be notified of PRT solicitations and to obtain copies of RFP’s, subsequent addenda and other related information.** Complete the bidder registration application with close attention to

identifying the Vendor Sourcing Category and Vendor Sourcing Sub-Category to describe your organization's interests.

This RFP, including supporting documents, contains all of the information necessary to prepare and submit a Proposal. Proposers are advised to completely review this RFP and explicitly follow the instructions herein regarding the submission of a Proposal. Each Proposal shall comply with the requirements of this RFP as stated herein and all applicable federal, state and local laws.

1.2 Definitions

Throughout this RFP, the following definitions shall apply:

ADA: means the federal Americans with Disabilities Act, as may be amended, for Public Transportation systems.

Addendum or Addenda: means an amendment made by PRT, in writing, to the RFP.

Advertisement: means the public announcement requesting Proposals for the Agreement.

Agreement: means the contract between PRT and Contractor to perform the Contract Services as set forth in the RFP.

Contractor/Vendor: These two terms may be used as one in the same and represent the: Proposer selected by PRT to perform the Contract Services as set forth in the Agreement.

Contract Services: means the Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Disadvantage Business Enterprise (DBE): *Effective October 3, 2025, and pursuant to United State Department of Transportation's ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy.*

All DBEs must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex.

Diverse Business (DB): means a diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

Ebusiness: means utilization of PRT's web technology to transmit between PRT and vendors, proposers, and contractors' information for everything from procurement to contract management in the fastest, easiest and most efficient form. Ebusiness can be accessed through <http://ebusiness.ridePRT.org>

Evaluation Committee: PRT's staff appointed to evaluate, rank, and recommend all Proposals submitted in accordance with the criteria and methods contained in this RFP.

FTA: means Federal Transit Administration, United States Department of Transportation.

Government: means the Government of the United States of America

Joint Venture: means an association of two or more businesses to carry out a single business enterprise for profit for which they combine their property, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.

Key Personnel: means the Contractor's personnel named whom have been specifically identified and approved to function in a key capacity in managing and providing the Contract Services as set forth in the Agreement.

Notice to Proceed (NTP): means the written notice issued by PRT to Contractor directing the Contractor to proceed with the Work.

Project: means the PRT project for which the Contract Services are required.

Proposal: means a written submission, in response to the RFP, by a Proposer for the Contract Services.

Proposer: means the individual, firm, partnership, corporation, joint venture or other entity which submits a proposal to PRT, in response to the RFP, seeking to be selected as the Contractor.

PRT: means Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, acting by and through its authorized officers, representatives, and agents.

Responsible: Having integrity and reliability as well as the financial and technical capacity to perform the Services.

Responsive: means the Proposal fully conforms in all respects to the RFP and the requirements of the scope of services.

RFP: means this specific solicitation document for the procurement of products or services.

Scope of Services: Sections 4 of the RFP and as finalized, through negotiations, and incorporated into the Agreement.

Service: means the Contract Services.

State: The Commonwealth of Pennsylvania.

Subcontractor: An individual, firm, partnership, corporation, joint venture or any combination thereof having a direct contract with the Contractor or another Subcontractor to perform a part or parts of the Work including the supply of design services or installation services.

Supplier: means any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

1.3 Proposal Submission Schedule

An Information Meeting for interested parties will be held on the date and time as set forth in the Advertisement. Questions generated at the Information Meeting will be answered, if necessary, in writing by PRT. Prospective Proposers are reminded that any changes to the RFP shall be by

addendum only and nothing stated at the Information Meeting shall change or qualify, in any way, any of the provisions of the RFP and shall not be binding on PRT.

Attendance is recommended but not required at the Information Meeting. However, Information Meetings will not occur at any time other than the above designated time. The RFP and any subsequent written addendum serve as the sole basis upon which Proposers may submit proposals.

Electronic proposals in PDF version shall be submitted as indicated in the Advertisement and must be both received and time stamped by a representative of the Procurement Department at or before the time for submission of proposals set forth in the Advertisement. Proposals received or time stamped by a representative of the Procurement Department after the advertised time for the submission of proposals shall be non-responsive and therefore ineligible for award and will be returned to the Proposer. Each Proposer shall be solely responsible for assuring that its proposal is timely received and time stamped in accordance with the requirements herein.

1.4 RFP as Exclusive Basis for Proposal

The RFP represents, in writing to all Proposers, the most comprehensive and definitive statement that PRT is able to make at this time as to the requirements, terms and conditions for this proposal process and performance of Contract Services. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal and the Scope of Services.

Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable federal, state and local laws and shall be executed by a director, officer, and other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addenda to the RFP, shall not be considered by a Proposer in submitting its Proposal.

PRT reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP, shall be described in written addenda. Each addendum will be available for this RFP through ebusiness for all parties. All proposers are responsible for checking ebusiness for any addenda or notifications. Failure of any prospective Proposer to receive the addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended by an addendum. All addenda issued shall become part of the RFP.

Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at PRT's sole option, disqualify the Proposal.

Effective October 3, 2025, and pursuant to United State Department of Transportation's ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy.

If assistance is required to identify and include Diverse Businesses (DBs) participation, Proposers should contact PRT's Disadvantaged Business Enterprises and Diverse Business Program Office at (412) 566-5342 or by e-mail at DBEProgram@ridePRT.org.

Proposers should contact PRT's Professional Services Contract Specialist, Mr. Fred Buckner, at (412) 566-5257 or email fbuckner@ridePRT.org for any procedural questions concerning the RFP.

Only written questions or communications for the RFP will be considered for possible response. No telephone solicitations will be honored. If any questions or communications submitted necessitate a response, by PRT, an addendum will be posted on ebusiness. Only written responses provided as addendum shall be official and all other forms of communications with any director, officer, employee or agent of PRT shall not be binding upon PRT. All questions relating to the RFP must be submitted as follows:

Via mail or fax:

Office of the Director of the Procurement Department
Pittsburgh Regional Transit

345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attention: Fred Buckner, AIS Senior Contract Specialist
Fax No.: (412) 566-5359
E-mail: fbuckner@ridePRT.org

All such questions or communications and requests must be submitted by Proposers and received by PRT no later than ten (10) calendar days before the due date for Proposals. Questions received after that time may not receive any acknowledgement or response from PRT. If it should appear to a prospective Proposer that the performance of the Contract Services, or any matter relating to the RFP, is vague, ambiguous or not sufficiently described or explained in the RFP or the Scope of Services, or that federal, state or local law, ordinance, rule, regulation or other standard or requirement, then the Proposer shall submit a written request for clarification to PRT within ten (10) calendar days.

1.5 Modifications, Deviations and Irregularities

Any individual, firm, partnership, corporation, LLC, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal in response to the RFP. Proposers will be bound by the provisions contained in the RFP, unless a waiver or deviation is formally issued via written addendum by PRT.

As part of the process leading to the selection, if any, of the Contractor, PRT may request additions, modifications or clarifications to the proposal. PRT will rely upon the information submitted in a Proposal if the Agreement is awarded.

PRT reserves the right to waive any minor irregularities in any proposal submitted in response to the RFP and/or to reject all proposals, in its sole discretion.

1.6 Conditions, Exceptions, Reservations or Understandings

Proposals' stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP, including but not limited to proposed deviations to the RFP Sample Agreement, may be rejected by PRT, in its sole discretion. Any and all deviations must be explicitly, fully and separately stated in a Proposal, setting forth, at a minimum, the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by PRT. PROPOSED DEVIATIONS MUST BE SET FORTH IN THE PROPOSAL AT THE TIME OF SUBMISSION IN ORDER TO RECEIVE CONSIDERATION. Any deviation found by PRT to be acceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.7 Modification or Withdrawal of Proposals

A modification of a Proposal already received by PRT will be accepted by PRT only if the modification is submitted by a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer and received by PRT prior to the due date set forth in the Advertisement for the receipt of Proposals or as made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals as set forth in the Advertisement, a Proposer may withdraw a Proposal already received by PRT by submitting, in the same manner as the original Proposal to PRT, a written request for withdrawal from a director, officer or other individual (with appropriate proof of signatory authority) legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 calendar days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter PRT's right, in its sole discretion, to reject a Proposal.

1.8 Form of Contract

The sample Agreement, which will be used with some modifications specific to the Contract Services if the Agreement is awarded, is attached hereto as EXHIBIT 1. Proposers should review the sample Agreement, which includes various requirements for the Contract Services, and shall include any of its comments on the sample Agreement as part of its Proposal.

1.9 Contractor Responsibility for Subcontractors

The Contractor shall be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with the Agreement, PRT's policies, standards and criteria, and all applicable laws. All subcontracts will be subject to the review and approval of PRT. Subcontracts shall include all relevant agreement provisions identified in the Agreement.

1.10 Adverse Interest Law

This RFP is subject to the Commonwealth of Pennsylvania Adverse Interest Law, 71 P.S. §776.1, et. seq., as may be amended. This may have implications on future procurements. It is incumbent upon potential Proposers to perform their own determinations on this matter prior to submitting a proposal.

1.11 Pennsylvania's Right-to-Know Law

Upon formalization of an Agreement with a Proposer, all Proposals and other supplemental information submitted in response to this RFP will become public records, as defined by Pennsylvania's Right-to-Know Law, 65 Pa. Con. Stat. s. 67.101, et seq., as may be amended (Law), and PRT is subject to the Law. Subject to specific exemptions under the Law, PRT is statutorily obligated to, and indeed will, make available all records deemed public in nature by the Law in response to a properly submitted Right-to-Know request.

2.0 Proposal Requirements

2.1 General Requirements

No later than the due date and time for Proposals set forth in the Advertisement, each Proposer shall submit a letter of transmittal, and a separate PDF version Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

Proposals will only be accepted from a Proposer and not directly from any proposed subcontractor. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors.

The Proposer shall be a comprehensive, accurate and effective presentation of the information required by Section 2.1.1.

2.1.1 Letter of Transmittal/Proposal Requirements

Proposals should be submitted with two major components:

- 1) **Letter of Transmittal:** This Letter of Transmittal shall be no greater than two (2) pages in length and shall contain the following:
 - a) Statement as to the name, title, address, telephone, fax number(s) and e-mail address of the director, officer or other individual (**Proposer may be requested to submit appropriate proof of signatory authority**) with authority to bind the Proposer in contractual matters. The Letter of Transmittal shall be signed by such director, officer or other individual.
 - b) Statement as to the name, title, address, telephone and e-mail address of the individual to be contacted in the event that the Proposer is selected for an interview.

- c) Statement as to the address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state of incorporation. If a joint venture is being proposed, provide the above information for all participating firms.
 - d) Statement that includes the following: “This Proposal, and any BAFO, shall remain in effect for and not be withdrawn for 180 calendar days after the due date for the Proposal or the BAFO.”
 - e) Statement acknowledging receipt of each and every Addendum, by Addendum number and date, that PRT may issue to the RFP.
 - f) Statement acknowledging that any information provided with or otherwise attached to the Proposal that the Proposer may deem confidential or proprietary in nature may be subject to disclosure under Pennsylvania's Right-to-Know Law. The Proposer shall include the following acknowledgment and release in its Letter of Transmittal:

“(Name of Proposer) acknowledges the requirements and potential applicability of the statutory requirements set forth in PENNSYLVANIA'S RIGHT-TO-KNOW LAW, 65 P.S. §§ 67.101 et seq., as may be amended. Accordingly, if the attached Proposal or any other material provided to PRT pursuant to this RFP process contains any reference to material being confidential, proprietary or restricted, in any manner, this Letter of Transmittal officially advises PRT and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that PRT determines that it is required to disclose such materials pursuant to a valid request for such information.”
- 2) Proposal Requirements: The Proposal should be a comprehensive, accurate and effective presentation. *Attachments such as brochures, promotional literature, etc., shall not be included.*
- a) One original of the Proposal hand signed shall be submitted electronically in PDF version through the PRT's eBusiness system. Please refer to Exhibit 9 –Submitting a Proposal eBusiness, for further instructions how to submit proposals.
 - b) The Proposal shall also include an Appendix, which shall be at the end of the proposal document. The Appendix shall only contain material, which is explicitly requested to be included in the Appendix.
 - c) No more than 50 pages, each numbered at the bottom, shall be contained within the proposal.

The page limit shall not include the Appendix material. Proposals containing more than the stated number of pages may be rejected by PRT.
 - d) The font size for all material prepared in response to this RFP shall not be less than 10 pt.
 - e) The Proposal should be contained on 8-1/2" x 11" letter size.

- f) Pages should be numbered consecutively (beginning with Page 1) throughout the entire proposal and organized in the following fashion using identifying page separators for each section of the electronic copy:

Cover:	Containing RFP title and Proposer's name.
Letter of Transmittal:	Letter previously described.
Table of Contents:	
Section 1	Overview of Proposer
Section 2	Experience Record
Section 3	Project Work Plan
Section 4	Project Organization and Management Plan
Section 5	Summary of Cost(s)
Appendix	The Appendix which shall only contain the materials that are required by the RFP to be included in the Appendix.

2.1.2 Disadvantaged Business Enterprise (DBE) /Diverse Business (DB) Participation

Effective October 3, 2025, and pursuant to United State Department of Transportation's ("USDOT") 90 FR 47969, Docket No. DOT-OST-2025-0897 which amended 49 CFR 26 ("USDOT DBE Policy"), Disadvantaged Business Entity ("DBE") contract goals shall not apply, and DBE participation shall not be counted toward DBE goals, for all federally funded projects until the applicable Unified Certification Program has completed the reevaluation process required under USDOT DBE Policy.

The Proposer/Contractor agrees to ensure that Diverse Businesses (each a "DB"), as defined in 74 Pa.C.S. § 303, have the maximum opportunity to participate in the performance of contracts and subcontracts provided under, or for, this Agreement. In this regard, Proposer/Contractor shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for, and perform contracts and subcontracts, for the Contract Services and shall document its good faith efforts to solicit subcontracts from DBs. It is important to not only identify DBs, but to explain how they will be integrated into the proposed work plan.

2.1.2.1 Disadvantaged Business Enterprise (DBE) Participation

Note that the requirements imposed by the Federal Transit Administration with respect to DBE participation may differ from other federal or state laws or regulations.

2.1.2.2 Diverse Business (DB) Participation

DB participation requirements will only apply where required by the State on non-federally funded projects. DBs are particularly invited to submit Proposals to

perform the Contract Services outlined in the RFP, either as a Proposer of or part of a joint venture.

It is the policy of PRT that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Proposers and the Contractor agree:

To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Agreement; and

Failure of a Proposer to carry out the above requirements shall cause the Proposer to be non-responsive and ineligible for award. Also, following the award of the Agreement, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Agreement which may result in termination of the Agreement by PRT or such other remedy as PRT deems appropriate or as otherwise provided by law and/or in the Agreement.

2.1.2.3 Requirements for DB Participation

The Proposer shall submit with its Proposal, the following:

Name and address of DB firms that will participate in the Contract;

A description of the work that each DB will perform; and

The anticipated percentage of participation for each DB firm.

The Proposer shall perform upon the request of PRT, the following:

In order to demonstrate that good faith efforts were made by the Proposer to secure DB participation, the Proposer shall submit the following information to PRT when requested:

The names, addresses and telephone numbers of DBs that were contacted;

A description of the information provided to DBs regarding Contract Services to be performed; and

A statement of why additional agreements with DBs were not reached.

The Proposer shall make a good faith effort to assist the DBs contacted that need assistance in obtaining lines of credit and insurance.

The Proposer/Contractor shall make a good faith effort to replace a DB subcontractor with another DB. The good faith effort shall be directed at finding another DB to perform, at least, the same amount of work for the Agreement as the DB that was terminated.

The Contractor shall make a good faith effort to provide DB subcontractors with the opportunity to perform work added to the Agreement.

The Contractor shall be required to make a good faith effort to identify additional opportunities for DB participation, if work, which the Contractor originally intended to have performed by a DB, is reduced or eliminated as a result of an Agreement change.

The Proposer/Contractor shall meet with PRT at PRT's request to discuss the DB plan. The purpose of the meeting is to consider whether the DB commitment of the Proposer/Contractor is in compliance with the Agreement. At the meeting, the Proposer/Contractor will have an opportunity to present information pertinent to its compliance with the applicable requirements.

2.2 Overview of Proposer

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Overview of Proposer" section of its Proposal.

2.2.1 Description of Proposer

A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, length of time in business, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project. Proposer shall also provide a general overview description of its proposed subcontractors.

2.2.2 Agent

A requirement of the Agreement is that the Contractor shall maintain, during the duration of the Agreement, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor and the Proposer shall so acknowledge and agree.

2.2.3 Contractor/Subcontractor Percentage of Work

The Proposer shall provide, in its Proposal, a statement as to the percentage of work that will be performed by the Proposer. The Proposer shall identify all of its proposed subcontractors in its Proposal, and must identify a) the tasks they will perform, b) the percentage of the work to be performed by each subcontractor, c) their qualifications to perform the work, and d) the reason the tasks are to be subcontracted.

2.2.4 Joint Venture

If the Proposer is a Joint Venture, the Proposer shall include a copy of any written contract or agreement, which exists between the entities forming the joint venture in the Appendix.

2.2.5 Personnel and Operations Policies

A statement of the Proposer's personnel and operations policies relative to:

- 1) Classifications of personnel normally billed directly to client including wage ranges (or rates) by discipline. If rates by discipline are used for billing purposes, provide an explanation as to the basis by which the rates are established.
- 2) Expenses normally billed directly to the client such as per diem rates, mileage rates, computer, reproduction and communication charges.
- 3) Current overhead rate (if billings are made on a cost basis) including its components and identification of the most recently performed external and annual audit report.
- 4) If the Proposer utilizes an option in addition to, or other than, an hourly fee structure, Proposer shall note what personnel or operations policies will not be affected by the alternative fee structure (such as mileage rates, reproductions costs, etc.)

2.3 Experience Record

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Experience Record” section of its Proposal.

Proposer shall provide complete, concise and accurate descriptions of the Proposer's and its subcontractors experience in providing services similar to those as outlined in Section 4 of this RFP, the Scope of Services.

Proposer shall clearly delineate which experience is relevant to the Financial Audit Services and which experience is relevant to the Pension Plan Audit Services. Proposer may elect to provide the information in separate sections of its Experience Record, if necessary.

The Experience Record shall demonstrate at least the following for Financial Audit Services:

- No less than six prior and/or current contracts within the past five years.
- Experience with governmental entities.

The Experience Record shall demonstrate at least the following for Pension Plan Audit Services:

- No less than six prior and/or current contracts within the past five years.
- Experience with defined benefit plans.

Particular emphasis should be placed on those projects and services performed by Proposer's and its proposed subcontractors' offices, employees and staff to be assigned to the Project. The Proposer's actual role on the identified projects, or in performing the services, shall be clearly described. The Proposer's and its proposed subcontractors' qualifications and ability to perform all identified Contract Services should be clearly discussed.

The Experience Record should include three (3) references of relevant work directly applicable to the Contract Services, and should be contract specific and include the following:

- 1) Contact name, contract title, address, telephone number and e-mail address of the client's project manager or contracting officer;
- 2) The status of the contract or services and of the Proposer's or its proposed subcontractors' work on the contract or services;

- 3) The Proposer's and its proposed subcontractors' specific involvement in the contract or services;
- 4) The Proposer's or its proposed subcontractors' project manager and staff on the identified projects that will be used, by Proposer or its proposed subcontractors, to support or perform the Contract Services; and
- 5) The contract value of the identified projects and the Proposer's or its proposed subcontractors' percentage of the work for the projects.

PRT may contact any or all firms listed in Section 2.3 regarding the quality of work, timeliness of work and general overall services provided by Proposer. PRT furthermore reserves the right to contact other clients of Proposer not listed in the Proposal for additional information on the Proposer's past experience and performance.

If the Proposer is a joint venture, furnish the above information for each entity forming the joint venture and specifically note any contract previously worked on by each entity forming the joint venture as a team, providing client references and telephone numbers.

2.4 Project Work Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Work Plan" section of its Proposal.

2.4.1 Methodology

Proposer shall identify its plan and methodology for the performance of the tasks identified under Section 4. The Work Plan should include a detailed description of the methodology for accomplishing required work tasks and their interrelationships.

Any substantive and/or procedural innovations used by the Proposer on similar projects that are applicable or can be tailored to the Contract Services should also be identified.

The work tasks to be wholly or partially performed by subcontractors, particularly DB subcontractors, should be identified in the Work Plan. DB participation requirements will only apply where required by the State on non-federally funded projects.]

If the Proposer is a joint venture, please describe the work tasks to be performed by each firm.

2.4.2 Flow Chart

This Work Plan shall include a flow chart which explains the sequencing and interrelationships of the work tasks graphically for all work tasks on the Project. The Work Plan flow chart shall be keyed to time and the work tasks outlined in Section 4.

2.5 Project Organization and Management Plan

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the "Project Organization and Management Plan" section of its Proposal.

2.5.1 Description of Organization and Management Plan

A detailed description of the Proposer's Organization and Management Plan which shall be established to perform the Contract Services as outlined in the RFP. The Organization and Management Plan shall clearly identify the Proposer's proposed Project Manager and key personnel associated with each work task and for the entire period covered by the Agreement. The plan shall also describe the involvement of proposed DB firms and all other subcontractors in the Project.

If the Proposer is a joint venture, the company or firm affiliation of each staff member must be identified.

2.5.2 Project Organizational Chart/Resumes

A Project Organizational Chart shall be furnished which graphically depicts the above Project Organization and Management Plan. The proposed Project Manager and all other key personnel identified for this Project shall be identified on the Project Organizational Chart and further on an individual Staff Résumé form, a copy of which follows as **EXHIBIT 5** (identifies minimum information required on Staff Résumé for each proposed individual).

Each Staff Résumé form shall be complete, concise and accurate, featuring all relevant job experience over the past 10 years. The Proposer may provide more than one Résumé per page in its Proposal. The Proposer shall include the required Résumés in this section in the Appendix. Résumés shall not exceed a total of 20 pages.

2.5.3 Key Personnel Guarantee

A Key Personnel guarantee letter signed by the Proposer's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the Project Manager and key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

If applicable, a Key Personnel guarantee letter signed by the Subcontractor's President, Chief Executive Officer or Chief Operations Officer guaranteeing that the key personnel identified for this Project shall be assigned to this work, throughout the term of the Agreement, unless their employment is terminated.

Proposer and its subcontractor(s) shall identify the key personnel by name and proposed position for this Project in its key personnel guarantee letter. Proposer shall include the required key personnel guarantee letter(s) requested in this section in the Appendix.

2.5.4 Certification/License Requirements

All work tasks to be performed under the Agreement shall be performed under the direction of a Certified Public Accountant. Proposer shall provide a statement in its proposal of the individual who will furnish this requirement.

2.6 Summary of Costs

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Summary of Costs” section of its Proposal.

The Summary of Costs shall be furnished utilizing the sample form(s) which follows as **EXHIBIT 6-A** (Financial Audit Services) and **EXHIBIT 6-B** (Pension Plan Audit Services). This Summary of Costs shall be keyed to the required Project work tasks. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for all subcontractors.

The Summary of Costs must be developed as follows:

1) Labor

List actual labor staff hours and cost for each category.

2) Fixed Fee

If actual labor costs identified above do not include fixed fee, the Proposer shall identify its proposed fixed fee, not-to-exceed 10 percent of the burdened labor.

3) Expenses

The Proposer shall specifically identify any and all eligible expenses which Proposer anticipates invoicing directly to PRT such as subcontractors, printing, communications, travel, subsistence, etc. The eligibility of expenses for reimbursement by PRT shall be governed by the Agreement and by applicable federal and state regulations. **No markup** is permitted on these expenses. Travel and subsistence reimbursements shall be consistent with PRT practices and shall not exceed those limits determined to be reasonable by PRT.

4) Hourly Rates

Proposer shall identify each of the proposed individuals on the Project, including its subcontractors, and the proposed hourly rate(s) for each individual by name or by category. The name of the firm and the proposed role of the individual on the Project should also be identified. If a fully burdened rate is proposed to be utilized, Proposer should note accordingly.

5) Subcontractors

The Proposer shall list subcontractors and their amounts, which are the totals of costs and fee from their respective summaries of costs. No markup is permitted on subcontractor costs.

In addition to an hourly rate structure, Proposers are encouraged to propose alternate fee structures that will be cost effective to PRT. Alternate billing arrangements may be offered as options for any and all categories of the Contract Services.

If the Proposer is a joint venture, a separate partial Summary of Costs shall be furnished for each entity of the joint venture, as well as the composite Summary of Costs for the joint venture. This partial summary will identify only those labor and expense costs for each entity of the joint venture.

2.7 Appendix

This section shall contain the following information, unless otherwise specifically noted. Proposer shall include the required information in this section in the “Appendix” section of its Proposal.

2.7.1 Financial Information

The Proposer will be required to present, in sufficient detail to PRT, financial records for PRT to review the financial condition of the Proposer, in order for Proposer to be considered eligible for award of the Agreement with PRT for the required services. Any financial information presented shall be prepared in accordance with United States Generally Accepted Accounting Principles (G.A.A.P.).

If the Proposer is a publicly-held firm, the financial information of the Proposer shall be included in its Proposal (separate statements for each entity forming a joint venture).

If the Proposer is a privately-held firm, the Proposer may either provide its financial records with its Proposal (separate statements for each entity forming a joint venture), or it may defer making such financial records available for inspection by PRT until after PRT has informed the Proposer that it has been short-listed for consideration for award of an Agreement.

2.7.1.1 Financial Statements

For either publicly-held or privately-held firms, the financial information to be provided shall include, if available:

i) **Independently Audited Financial Statements**

Independently audited financial statement (either a certified audit or review) that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years, including notes to the statements;

For privately held companies, if independently audited financial statements are not available, then

ii) **Financial Statements Not Independently Audited**

If not independently audited, then either:

a compilation of financial statements performed by an independent accountant that includes a balance sheet, statement of income and expenses (profit and loss), and statement of cash flows for the two most recently completed financial years. If such statements are not available, then:

an internally prepared financial statement, including a balance sheet and statement of income and expenses (profit and loss) for the two most recently completed financial years, certified as true and correct by the president and chief financial officer of the Proposer, in either case, to include credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to PRT's satisfaction.

In addition, the Proposer must certify in writing that there have been no material changes in the company's financial condition or events that could have a material impact on the company's financial condition subsequent to the last audit or date of reporting period on the financial statements. Any such changes in financial condition or subsequent events must be fully disclosed in writing and signed by the president and chief financial officer.

2.7.1.2 Exceptions for Privately-Held Firms

- (a) For a privately-held firm which elects to not include its financial records with its Proposal, such Proposer will be required to submit financial records as specified above, within three business days of being requested to do so by PRT.
- (b) If Proposer is not willing to permit copies of such financial records to be retained by Authority, the Proposer will be required to attend a meeting, to be scheduled at the convenience of Authority, to enable Authority to review said financial records. Proposer agrees that Authority may document, for Authority records, its review and assessment of Proposer's financial condition and such financial records, including, without limitation, taking notes about data contained in the financial records relative to Authority's review.
- (c) In the event that the Proposer does not have any cash flow documentation for preceding years of operation, PRT will accept current bank references (including a bank contact name and contact details) in lieu of a cash flow statement.
- (d) In cases where independently audited financial statements are not presented, then signed copies of the Proposer's Federal Income Tax filings, including all applicable schedules pertinent to the Proposer's filing return, are required to be submitted along with the compilation or internally prepared statements.

2.7.2 Certification of Proposer Regarding Debarment

The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions", whichever is appropriate, for the Proposer (EXHIBIT

2). A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.3 Certification Regarding Lobbying

The “Certification Regarding Lobbying” (**EXHIBIT 3**), and a Disclosure Form, if required, for proposal exceeding \$100,000. A Proposal which does not include the required Certification may be considered non-responsive and ineligible for award of the Agreement.

2.7.4 Proposer/Subcontractor Data Form

Proposer/Subcontractor Data Form “Proposer/Subcontractor Data Form” (**EXHIBIT 4**) for Proposer and all its subcontractors.

2.7.5 Resumes

See Section 2.5.2 of the RFP.

2.7.6 Key Personnel Guarantee

See Section 2.5.3 of the RFP.

2.7.7 Affirmative Action and Equal Opportunity Policy

The Proposer's corporate Affirmative Action and Equal Opportunity policy statement posting, when required by law. The posting shall be signed and dated and shall also state the original date of adoption of this policy statement. Affirmative action plans regarding race and gender shall only apply when required on non-federally funded state and locally funded projects.

2.7.8 Insurance Requirements

A statement that includes the following: “The insurance coverage, as required by **EXHIBIT 1** of the sample Agreement, can be obtained and will be carried without reservation or exclusion should (Name of Proposer) be awarded an agreement according to the RFP”.

2.7.9 Joint Venture Requirements

If the Proposer is a joint venture, the Proposer shall include a written statement explaining how the joint venture will fulfill the requirements of the Agreement which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Contract Services and providing the insurance required by the Agreement.

3.0 Proposal Selection Process

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitively negotiated procurement whereby proposals are evaluated to determine which Proposal, if any, is most advantageous to PRT. Discussions and negotiations may then be carried out with Proposers determined to be reasonably susceptible of being selected for award of the Agreement after which BAFOs may be requested. PRT, however, may select a Proposal for award without any discussions or negotiations

or request for any BAFOs. Subject to PRT’s right to reject and or all Proposals, the Proposer, if any, will be selected whose Proposal is found to be most advantageous to PRT, based upon consideration of the criteria discussed below.

3.1 Evaluation Committee

PRT will establish an Evaluation Committee for the RFP. The Evaluation Committee will initially determine the responsiveness of each Proposal, evaluate all Proposals, determine the responsibility of each Proposer, score the Proposals, conduct meetings and assist in selecting the Proposer, if any, that may be awarded the Agreement.

3.2 Proposal Evaluation Criteria

The following is the criteria by which Proposals from responsible Proposers will be reviewed and evaluated for purposes of determining which is most advantageous for PRT and to make any selection of a Proposal for potential award of the Agreement. Any exceptions, conditions, reservations or understanding explicitly, fully and separately stated as a Proposal deviation and which does not cause PRT to reject a Proposal will be evaluated according to the evaluation criteria and/or sub criteria which they affect. The criteria to be used in reviewing and evaluating the Proposals and used to establish a score for the Proposals is as follows:

- 1) **DB Utilization:** Where required on non-federally funded state projects, each Proposal will be evaluated based upon the proposed use of DBs by the Proposer.
- 2) **Experience Record and References:** The following, as well as the other information identified in Subsection 2.3 to be supplied by the Proposer will be used to evaluate each Proposer’s experience and qualifications to perform the Contract Services.
 - a) Sufficient financial strength and resources to finance the Contract Services and complete the Agreement in a satisfactory and timely manner as measured by the Proposer’s supplied financial statement.
 - b) Evidence that the Proposer has human and physical resources sufficient to perform the Agreement within the time specified.
 - c) Evidence of satisfactory experience, performance and integrity on similar contracts and meeting specifications and warranty provisions.
 - d) Evidence of sufficient capabilities to perform the Agreement which will include the Proposer’s size, the Proposer’s commitment to further work of this nature, and the Proposer’s ability to bring adequate people to staff the Agreement.
- 3) **Project Organization/Management Plan:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- 4) **Project Work Plan:** The Proposal will be evaluated based on the Proposer’s proposed approach to perform the Agreement, proposed schedule and proposed quality assurance and training plans and project team, as well as the other information identified in Section 2.4 to be supplied by the Proposer.

- 5) **Summary of Costs:** The Proposal will be evaluated based on the information submitted as part of the Summary of Costs as identified in Section 2.6.
- 6) **Project Manager:** The Proposal will be evaluated based on the experience and background of the proposed Project Manager(s) as well as the other information identified in Section 2.5 to be supplied by the Proposer.
- 7) **Key Personnel Staff Resumes:** The Proposal will be evaluated based on the experience and background of the proposed personnel as well as the other information identified in Section 2.5 to be supplied by the Proposer.

The information submitted for each criterion will be scored on a scale of zero to ten. The score for the various criteria will then be multiplied by the weighted factors set forth for the criteria on the Proposal Evaluation Rating Sheet (**EXHIBIT 8**).

3.3 Evaluation Procedures

- 1) Proposals will be reviewed for complete conformance with the instructions and requirements of the RFP. Proposals that do not comply with the referenced instructions and requirements and do not include the required information may be rejected as insufficient and will not be further considered. PRT reserves the right to request a Proposer to provide any missing information and make corrections. Submittal of a Proposal shall signify that the Proposer has accepted the whole of the Agreement, except such conditions, exceptions, reservations and understanding explicitly, fully and separately stated in the Proposal. Such conditions, exceptions, reservations or understanding which do not result in the rejection of a Proposal are subject to evaluation under the criteria set forth in Section 3.2.
- 2) PRT will select for award, if any, the highest ranked Proposal from a responsible Proposer, qualified pursuant to the RFP, which does not render the procurement financially infeasible and is determined to be the most advantageous to PRT based upon consideration of the Proposal and the evaluation criteria set forth in Section 3.2.
- 3) The following will be the steps for reviewing and evaluating the Proposals:
 - a) Proposals will not be publicly opened. All Proposals and evaluations will be kept confidential throughout the evaluation, negotiation and selection process, until award, if any, of the Agreement.
 - b) Proposals will be reviewed and evaluated by PRT's Evaluation Committee to determine the responsiveness of a Proposal to the requirements of the RFPs and the responsibility of a Proposer. Any Proposals found not to be responsible, will not be further considered for award of the Agreement. Final determination of the responsiveness of a Proposal will be made upon the basis of the Proposal. Final determination of a Proposer's responsibility will be made on the basis of the Proposal, any information submitted upon PRT's request, information submitted in a BAFO, information resulting from PRT's inquiry of Proposer's references and PRT's knowledge and investigation of the Proposer. PRT's determination in regard to the

responsiveness of a Proposal and the responsibility of a Proposer shall be final and binding on the Proposers.

- c) Each Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 3.2.
- d) Each proposal will be examined by PRT's Evaluation Committee for compliance with the stated requirements in Section 2 and as outlined in the General Requirements **(EXHIBIT 7)**. The evaluation will be undertaken (Preliminary Rating) utilizing the Proposal Evaluation Rating Sheet **(EXHIBIT 8)**.
- e) After the Preliminary Rating, the responsible Proposers whose Proposals are determined by PRT to still be reasonably susceptible of being selected for award of the Agreement may be requested by PRT to respond, in writing, to certain questions. Each such Proposer may also be invited for a private interview and discussion with PRT to discuss answers to written or oral questions, to assure responsiveness of its Proposal and to discuss its Proposal.

In the event that any such Proposal contains conditions, exceptions, reservations or understandings to any requirements of the Agreement, said conditions, exceptions, reservations or understandings may be discussed during these meetings. PRT, however, shall have the right to reject any and all conditions, exceptions, reservations and/or understandings. Any Proposer failing to do so may cause PRT to reject such Proposal.

- f) After any interviews have been completed, each responsible Proposer whose Proposal is determined to still be reasonably susceptible of being selected for award of the Agreement may be afforded the opportunity to amend its Proposal and make a BAFO. The request for BAFOs, if any, will include:

Notice that all prior discussions and negotiations are to be included in the BAFO;

Notice of any changes to the RFP;

Notice that this is the opportunity for submission of a BAFO;

A common date and time for submission of written BAFOs;

Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications and withdrawals of Proposals provisions of the RFP; and

Notice that if a Proposer does not submit a BAFO, PRT may consider its Proposal non-responsive and ineligible for award of the Agreement.

Any modifications to the initial Proposal made by a Proposer in its BAFO shall be expressly modified in its BAFO. BAFOs will be evaluated by PRT according to the procedures, requirements and criteria set forth in Section 3.2 (Final Rating).

PRT will make the appropriate adjustments to the initial scores for each criteria which has been affected by any Proposal modifications made by the BAFOs. PRT will then choose for potential award of the Agreement, the Proposer, if any, whose Proposal PRT finds to be most advantageous to PRT based upon the evaluation criteria.

3.4 Finalization of Agreement

PRT will meet, as necessary, to finalize the proposed Agreement with the responsible Proposer which submits the Proposal which is determined to be most advantageous to PRT based upon the evaluation criteria. In the event that PRT cannot finalize a satisfactory Agreement with the highest rated responsible Proposer, discussions will be terminated with that Proposer and PRT may then proceed with meetings to finalize the proposed Agreement with the next highest rated Proposer. The above process may continue until a satisfactory contractual arrangement with a Proposer has been reached.

Also, a responsible Proposer may be requested to submit a copy of the Proposer's EEO Policy and Program and EEO-1 form for the current and previous year.

3.5 Contract Award

The proposed Agreement resulting from discussions described in Section 3.4 will be ultimately presented to the Chief Executive Officer of PRT for review and recommendation to PRT's Board for approval. PRT's staff is not empowered to enter into a contract without the formal authorization of PRT's Board.

3.6 Failure to Execute a Contract

Failure of the Proposer to whom the Agreement is awarded to promptly execute the Agreement shall be cause for cancellation of the award. The Proposer, by submitting a Proposal, agrees to, and shall, reimburse PRT for all damages arising from said default.

3.7 Acceptance / Rejection of Proposers

PRT reserves the right to reject any or all Proposals. PRT also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to PRT, without conducting any written or oral discussions with any Proposer or the solicitation of any BAFOs. PRT reserves the right to consider any specific Proposal which is conditional or not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. PRT reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which, in PRT's sole discretion, has not materially affected the Proposal.

3.8 Cancellation of Procurement

PRT reserves the right to cancel the procurement and not award the Agreement for any reason whatsoever, at any time, before the Agreement is fully executed and approved on behalf of PRT.

3.9 PRT Protest Procedures

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of the Agreement may file a protest with PRT. The procedures for submitting such protests are

available at PRT’s website at www.ridePRT.org by following the links “Company Info & Projects”, “Doing Business”, “Procurement”, “Purchasing Information,” and “Bid Protest Procedures.”

4.0 Scope of Services

The Project consists of furnishing Contract Services to perform the work specified herein.

4.1 Financial Audit Services

The services to be performed by the Contractor shall include at least the following:

- 1) A single annual financial audit and an annual audit of PRT’s three defined benefit pension plans in accordance with generally accepted auditing standards and the requirements of the Single Audit Act of 1984 (and amendments to such) and the provisions of OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- 2) Review and certification of PRT’s statistical data required for the FTA’s annual National Transit Database (NTD) reports.
- 3) Reports done in accordance with the standards for financial audits as contained in the Government Auditing Standards, issued by the Comptroller General of the United States for Commonwealth of Pennsylvania Urban Grants Reports, demonstration projects, or other grants.
- 4) Reports as required by the FTA, Commonwealth of Pennsylvania, County of Allegheny or other governmental agencies.
- 5) Supplementary schedules of grant closeouts for Pennsylvania Department of Transportation completed capital projects.
- 6) Special studies and reports authorized and/or required by PRT during the term of the Agreement. Fees for any such special studies and reports will be subject to negotiation within the context of billing information provided by the Contractor and limits established by the Agreement.

Selected vendor will be responsible to make audit presentations to the PRT Board of Director’s Audit and Finance Committee

- 7) Work collaboratively with PRT’s Actuaries on any required reporting.

Contractor shall perform the Financial Audit Services for the following fiscal years:

- FY 2026 (July 1, 2025 to June 30, 2026)
- FY 2027 (July 1, 2026 to June 30, 2027)
- FY 2028 (July 1, 2027 to June 30, 2028)

At the sole discretion and option of PRT, the duration of the Contract Services may be extended to include one or both of the following:

- FY 2029 (July 1, 2028 to June 30, 2029)
- FY 2030 (July 1, 2029 to June 30, 2030)

4.2 Pension Audit Plan

The services to be performed by the Contractor shall include at least the following:

- 1) Annual audit of each of the following three pension plans:
 - a) Retirement and Disability Allowance Plan for Employees Represented by Local 85 of the Amalgamated Transit Union.
 - b) Retirement and Disability Allowance Plan for Employees Not Represented By a Union.
 - c) Retirement and Disability Allowance Plan for Employees Represented by Local 29 of the International Brotherhood of Electrical Workers A.F.L.
- 2) Audits to be conducted in accordance with generally accepted auditing standards.
- 3) Audit will review the pension plans statements of assets, liabilities and fund balances as of December 31st.
- 4) Upon completion of audits, reports will be provided covering audit of plans and financial statements of plans.

Contractor shall perform the Pension Plan Audit Services for the following calendar years:

- Calendar Year 2025
- Calendar Year 2026
- Calendar Year 2027

At the sole discretion and option of PRT, the duration of the Contract Services may be extended to include one or both of the following:

- Calendar Year 2028
- Calendar Year 2029

Audit work must begin no later than May 1st and be completed no later than June 30th of each calendar year. Draft Reports should be available by July 15th of each calendar year.

4.3 Documents for Reference

The following information is solely for the purpose of providing Proposers with relevant information pertaining to the RFP. Proposers shall, and agree to, treat all such documents as confidential, shall limit their use of said documents solely to responding to the RFP and performing the Contract Services, and shall not use for any other purpose or distribute, copy, or post said documents to any other website or information repository absent the prior written consent and approval of PRT.

The following documents are available for Proposer review on the PRT's website at www.rideprt.org. Please contact Peter Schenk at 412-566-5244 with any questions.

- 1) "Single Audit Report for the Years Ended June 30, 2008 through 2024."

The following documents are available electronically for Proposer upon request by contacting Peter Schenk at (412) 566-5244. All requesters will need to sign a Non-Disclosure Agreement (NDA) in order to receive these documents.

- 1) “FY 2024 National Transit Ridership Reports”
- 2) Pension Plan Audits for Calendar Year Ended 2023:
 - a) “Retirement and Disability Allowance Plan for Employees Not Represented By a Union”
 - b) “Retirement and Disability Allowance Plan for Employees Represented by Local 29 of the International Brotherhood of Electrical Workers A.F.L.”
 - c) “Retirement and Disability Allowance Plan for Employees Represented by Local 85 of the Amalgamated Transit Union”

4.4 Application of General Accounting Principles

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of Contractor’s engagement, Contractor will apply certain limited procedures to the PRT’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to Contractor’s inquiries, the basic financial statements, and other knowledge Contractor obtains during its audit of the basic financial statements. Contractor will not express an opinion or provide any assurance on the information because the limited procedures do not provide Contractor with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedule of Funding Progress – Pension Plans
- 3) Schedule of Funding Progress – Other Post-Employment Benefit Plans

Supplementary information other than RSI also accompanies PRT’s financial statements. Contractor will subject the following supplementary information to the auditing procedures applied in Contractor’s audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedules Required by the Commonwealth of Pennsylvania Department of Transportation
- 2) Schedule of Expenditures of Federal Awards

4.5 Audit Objectives

The objective of Contractor's audit is the expression of an opinion as to whether PRT's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on the following:

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and ***OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)***.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within PRT's specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Contractor's audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of ***OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)***, and will include tests of accounting records, a determination of major program(s), and other procedures Contractor considers necessary to enable it to express such opinions and to render the required reports. If Contractor's opinion on the financial statements or the Single Audit compliance opinions are other than unqualified, Contractor will fully discuss the reasons with PRT in advance. If, for any reason, Contractor is unable to complete the audit or is unable to form or have not formed an opinion, Contractor may decline to express an opinion or to issue a report as a result of this engagement.

4.6 Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of ***OMB's Uniform Administrative Requirements, Cost Principles, and Audit***

Requirements for Federal Awards (Uniform Guidance). As part of the audit, Contractor will assist with preparation of PRT's financial statements, schedule of expenditures of federal awards, and related notes. PRT is responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. Contractor will be required to acknowledge in the management representation letter its assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that PRT has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, PRT is required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services Contractor provides and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. PRT is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the PRT and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to Contractor and for ensuring that management and financial information is reliable and properly recorded. PRT's responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. PRT's responsibilities include adjusting the financial statements to correct material misstatements and confirming to Contractor in the representation letter that the effects of any uncorrected misstatements aggregated by Contractor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

PRT is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Contractor about all known or suspected fraud or illegal acts affecting PRT involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. PRT's responsibilities include informing Contractor of PRT's knowledge of any allegations of fraud or suspected fraud affecting the PRT received in communications from employees, former employees, grantors, regulators, or others. In addition, PRT is responsible for identifying and ensuring that the PRT complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by ***OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)***, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for Contractor's review. PRT is responsible for

the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. PRT agrees to include Contractor's report on the supplementary information in any document that contains and indicates that Contractor has reported on the supplementary information. PRT also agrees to present the supplementary information with the audited financial statements OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with Contractor's report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for Contractor previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section. This responsibility includes relaying to Contractor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. PRT is also responsible for providing management's views on Contractor's current findings, conclusions, and recommendations, as well as PRT's planned corrective actions, for the report, and for the timing and format for providing that information.

4.7 Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, Contractor's audit will involve judgment about the number of transactions to be examined and the areas to be tested. Contractor will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the PRT or to acts by management or employees acting on behalf of the PRT. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because Contractor will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by Contractor. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, Contractor will inform PRT of any material errors and any fraudulent financial reporting or misappropriation of assets that come to Contractor's attention. Contractor will also inform PRT of any violations of laws or governmental regulations that come to Contractor's attention, unless clearly inconsequential, and of any material abuse that comes to Contractor's attention. Contractor will include such matters in the reports required for a Single Audit. Contractor's responsibility as auditors is limited to the period covered by Contractor's audit and does not extend to any later periods for which Contractor is not engaged as auditors.

Contractor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. Contractor will request written

representations from PRT’s attorneys and confirmations from financial institutions as part of the engagement, and they may bill PRT directly or indirectly through Contractor for responding to this inquiry. At the conclusion of Contractor’s audit, Contractor will require certain written representations from PRT about the financial statements and related matters.

4.8 Audit Procedures - Internal Controls

Contractor’s audit will include obtaining an understanding of the PRT’s and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that Contractor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Contractor’s tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in Contractor’s report on internal control issued pursuant to Government Auditing Standards.

As required by ***OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)***, Contractor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Contractor considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, Contractor’s tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in Contractor’s report on internal control issued pursuant to OMB Circular.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, Contractor will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular.

4.9 Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Contractor will perform tests of the PRT’s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and Contractor will not express such an opinion in its report on compliance issued pursuant to Government Auditing Standards.

OMB Circular requires that Contractor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Contractor’s procedures will consist of tests of transactions and other applicable procedures described in the ***OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*** and related addenda for the types of compliance requirements that could have a direct and material effect on each of PRT’s major programs. The purpose of these

procedures will be to express an opinion on PRT's compliance with requirements applicable to each of its major programs in Contractor's report on compliance issued pursuant to OMB Circular.

4.10 Engagement Administration and Other

Contractor may from time to time, and depending on the circumstances, use third-party service providers in serving PRT's account. Contractor may share confidential information about PRT with these service providers, but remain committed to maintaining the confidentiality and security of PRT's information. Accordingly, Contractor maintains internal policies, procedures, and safeguards to protect the confidentiality of PRT's personal information. In addition, Contractor will secure confidentiality agreements with all service providers to maintain the confidentiality of PRT's information and Contractor will take reasonable precautions to determine that it has appropriate procedures in place to prevent the unauthorized release of PRT's confidential information to others. In the event that Contractor is unable to secure an appropriate confidentiality agreement, PRT will be asked to provide its consent prior to the sharing of PRT's confidential information with the third-party service provider. Furthermore, Contractor will remain responsible for the work provided by any such third-party service providers.

PRT's accounting staff will prepare schedules and reconciliations requested by the auditors. PRT will generate trial balances, revenue and expense reports, and other customized reports requested by the auditors. PRT and Contractor will agree upon a list of schedules, reconciliations, and computer reports to the extent possible during interim procedures.

At the conclusion of the engagement, Contractor will complete the appropriate sections of the Data Collection Form that summarizes Contractor's audit findings. Contractor will submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. Contractor will coordinate with PRT the electronic submission and certification. If applicable, Contractor will provide copies of its report for PRT to include with the reporting package PRT will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the PRT. If Contractor is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, Contractor will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require Contractor to establish policies and procedures designed to provide it with reasonable assurance that it deals appropriately with complaints and allegations. It is Contractor's policy that any complaints or allegations should be reported to the managing partner, who is also the engagement partner identified for this Agreement, or to the quality control partner.

4.11 Audit Findings and Exit Conference

During the course of Contractor's engagement, various findings may arise including: audit adjustments necessary for the fair presentation of the financial statements; lesser corrections not required to be retroactively adjusted; concerns as to internal accounting and administrative controls; and recommendations for efficiency or economy. Significant findings will be reviewed with the management of PRT. At the conclusion of each audit, an exit conference will be scheduled with management of the PRT.

Management will arrange for Contractor to meet with PRT's Board or an appropriate committee thereof, in connection with the audit(s). Generally, the meeting can occur in advance of and following the completion of year-end fieldwork for the audit of the PRT's's financial statements.

4.12 Use and Distribution of Reports

Contractor will provide draft reports to management for review and approval before issuance. Final reports for internal use and external distribution will be delivered to the PRT. PRT's use and distribution of reports is expected to be limited to: (1) filings routinely required by governmental agencies; (2) existing and potential donors; and (3) internal use. If PRT intends to publish or otherwise reproduce the financial statements and make reference to Contractor's firm name, PRT agrees to provide Contractor with printer's proofs or masters for its review and approval prior to printing. PRT also agrees to provide Contractor with a copy of the final reproduced material for its approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on PRT's website, PRT understands that electronic sites are a means to distribute information, and, therefore, Contractor is not required to read the information contained in these sites or to consider the consistency of other information in the electronic sites with the original document.

4.13 Confidentiality

PRT understands that the AICPA Rules of Professional conduct ordinarily preclude an auditor from disclosing confidential information obtained in the course of an audit engagement unless the client specifically consents. Professional standards also require that auditors prepare working papers to document the performance of the audit. While such working papers will remain the property of Contractor, PRT will have a right to a copy of any working papers that contain data that constitutes part of a client's records. The AICPA requires members who practice public accounting to participate in either a Quality Review or Peer Review practice-monitoring program. Contractor is enrolled in such a program. The PRT grants permission for Contractor to respond fully to inquiries and allow review of working papers in connections with practice monitoring program activities.

Contractor may also be requested to make certain work papers available to grantor agencies pursuant to authority given to them by law or regulation. If requested, access to such work papers will be provided under the supervision of Contractor personnel. Furthermore, upon request, Contractor may provide photocopies of selected work papers to the grantor agencies. The grantor agencies may intend, or decide, to distribute the photocopies of information contained therein to others, including other governmental agencies.

4.14 Independence

The services provided by Contractor will not embrace any functions, which in Contractor's judgment, would impair its independence as outlined in AICPA Professional Standards including, but not limited to, Code of Professional Conduct, Interpretation 101-3 under Rule of Conduct 101: Performance of Other Services and as outlined within the applicable sections of Government Auditing Standards applicable to the engagement period.

EXHIBIT 1: Sample Agreement

EXHIBIT 2: Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions"

EXHIBIT 3: Certificate Regarding Lobbying Form

EXHIBIT 4: Proposer/Subcontractor Data Form

EXHIBIT 5: Staff Resume Form

EXHIBIT 6: Summary of Costs

EXHIBIT 7: General Requirements

EXHIBIT 8: Proposal Evaluation Rating Sheet

EXHIBIT 9: Ebusiness Submitting a Proposal

EXHIBIT 10: Certification Regarding User Agreements