



Request for Proposals (RFP)
Capital Region Airport Authority (CRAA)

Solicitation Number	Request for Proposals (RFP) 2025-07
Solicitation Title	Professional Audit Services
Purpose	CRAA is seeking proposals from qualified entities to conduct annual financial audits as required to comply with the federal Single Audit Act and other associated federal and state regulations, requirements and principles, as well as supplemental advisory and audit services.
Deadline for Submissions	Monday, December 22, 2025 4:30 p.m. Eastern time <i>See page 2 for additional deadlines.</i>
Submit Response to	Elliott Black Director of Finance & Administration eblack@craa.com
Required Bid Copies	One (1) electronic PDF submission, via email
Direct All Inquiries To	Elliott Black Director of Finance & Administration eblack@craa.com
This RFP includes	Section 1—Glossary of Terms Section 2—Background and Scope of Services Section 3—Submission Requirements and Criteria Section 4—Federal Requirements Section 5—Additional Information Exhibit A—Draft Agreement

REQUEST FOR PROPOSALS (RFP) 2025-07
for
Professional Audit Services

Issue Date: Wednesday, November 5, 2025

Deadline to submit questions: Monday, November 17, 2025
4:30 p.m. Eastern time

Deadline to submit proposals: Monday, December 22, 2025
4:30 p.m. Eastern time

Anticipated interviews: Wednesday-Thursday, January 21-22, 2026

CRAA Contact: Elliott Black
Director of Finance & Administration
ebblack@craa.com

DESCRIPTION: The Capital Region Airport Authority (CRAA or “the Authority”) is seeking proposals from qualified entities to conduct annual required financial audits and associated support services.

IMPORTANT: It is the responsibility of prospective respondents to monitor the Authority’s website for potential addenda or other updates to this RFP.

SECTION 1—GLOSSARY OF TERMS

- 1) **Airports:** Capital Region International Airport (Lansing, Michigan) and Mason Jewett Field (Mason, Michigan). This particular opportunity relates solely to Capital Region International Airport.
- 2) **Board:** The governing body of the Capital Region Airport Authority.
- 3) **Business:** An individual, firm, vendor, association, corporation, limited liability company, partnership, joint venture, sole proprietorship, or other legal entity.
- 4) **Currency:** All monetary references in this document are in U.S. dollars.
- 5) **Contractor:** The successful awarded bidder of a solicitation, who is legally bound to the contract.
- 6) **Capital Region Airport Authority:** Owner and operator of the Capital Region International Airport and Mason Jewett Field.
- 7) **Form of Agreement or FOA:** See Exhibit A.
- 8) **Freedom of Information Act (FOIA):** Regulates and sets requirements for the disclosure of public records and defines when, how, and what information may be obtained from the Airport Authority by an interested party.
- 9) **Holiday:** The legal holidays observed by the Airport Authority. (New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve)
- 10) **Joint Venture:** A partnership or other legal cooperative agreement between two or more persons or entities.
- 11) **Nonresponsible Bid:** A bid submitted in reply to an RFB issued by the Airport Authority where the bidder does not meet all the minimum qualifications.
- 12) **Nonresponsive Bid:** A bid submitted in reply to an RFB issued by the Airport Authority, which does not conform to all material requirements of the RFB.
- 13) **Notice of Award:** Written notification from the Airport Authority to the successful bidder that they have been awarded the contract.
- 14) **Notice to Proceed:** Written authorization from the Airport Authority to the successful bidder to proceed with the work defined in the contract.

- 15) **Partnership:** An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for the losses to the extent of his or her personal assets.
- 16) **Responsible Bidder:** A bidder who is qualified in all respects to fully perform the required services or to provide the required goods and who possesses the integrity, experience, and the reliability necessary for the good faith performance.
- 17) **Responsive Bidder:** A bid timely submitted by a bidder in reply to, and in conformity with all material requirements of a Request for Bids.

SECTION 2—BACKGROUND AND SCOPE OF SERVICES

- 1) The Capital Region Airport Authority (CRAA or “the Authority”) is organized and exists pursuant to Act 73, Public Acts of Michigan of 1970 as amended. The Authority is governed by a six-member Board of Directors. The Board consists of three voting members appointed by the Mayor of the City of Lansing and confirmed by the City Council, and three voting members appointed by the Ingham County Board of Commissioners.
- 2) The Authority owns and operates the Capital Region International Airport and Mason Jewett Field (a general aviation airport), located in Mason, Michigan. Both airports are Federally obligated by dint of having accepted grants from the Federal Aviation Administration (FAA). Such grants are legally binding contracts that carry enduring commitments and restrictions governing the use of airport revenue as well as several other financial, accounting, and reporting requirements.
- 3) The Authority operates on a fiscal year that begins on July 1 and ends on June 30, inclusive. The Authority generally uses the accrual method of accounting, with some limited exceptions and modifications.
- 4) The Authority’s “Board Policy Manual” includes several provisions governing the Authority’s accounting and reporting. This includes a requirement that

“Annual independent audits will be completed following the close of the Authority’s fiscal year in accordance with generally accepted Government Auditing Standards. Audit results shall be published in printed form and delivered to the President - CEO and all members of the Board within one hundred twenty (120) days following the close of each fiscal year.”

This means that the final audit report is due to the Board by October 28 each year.

- 5) The Authority is requesting proposals from qualified certified public accounting firms to audit its financial statements for the fiscal years ending July 1, 2026 to June 30, 2028, subject to Authority Board approval and annual review.

The Authority may elect to extend this engagement by exercising up to two options, each for one additional year.

Therefore, the maximum duration of this contract would cover the fiscal year ending June 30, 2030, with the final report being due to the Authority’s Board by October 28, 2030.

- 6) The general annual timetable includes the following key targets:

June 30	End of Authority’s fiscal year
August 31	Records ready for audit and personnel available
September 30	Completion of the audit and Reporting Package
October 15	Presentation to the Authority’s Board of Directors

7) The core annual audit services would include:

a. Basic Financial Statements and Required Supplementary Information:

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended) and U.S. Office of Management and Budget (OMB) 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as the laws and standards prescribed by the State of Michigan and its Treasurer.

The Authority desires the auditor to complete a financial audit and to express an opinion on the fair presentation of its business-type activities, including the related notes to the financial statements which collectively comprise the Authority's basic financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Also included with the basic financial statements is the required supplementary information (RSI) which consists of the Management's Discussion & Analysis (MD&A). In accordance with auditing standards generally accepted in the United States (U.S. GAAS) the Authority requires its auditor to apply the required limited procedures to the RSI.

b. Supplementary Information:

Schedule of Expenditures of Federal Awards (SEFA)

The Authority receives federal financial assistance with participation in the Airport Improvement Program administered by the Federal Aviation Administration which is our only major program and as such the auditor must complete a Single Audit and issue the related reports concerning internal controls relative to the financial statements and compliance in accordance with Government Auditing Standards as well as the report on internal control related to major programs in accordance with the Single Audit Act and all amendments thereto.

Schedule of Passenger Facility Charge (PFC) Revenues Collected and Expended and Independent Auditors' Reports

The Authority receives Passenger Facility Charge (PFC) revenues. As required under 14 CFR Part 158 (Passenger Facility Charges) we require the auditor to issue a report on the PFC revenues relative to the basic financial statements and report on compliance applicable to the Passenger Facility Charge Program and on internal control over compliance in accordance with government auditing standards.

c. Non-Audit Services Required

In conjunction with the audit, the Authority will ask the auditor to provide assistance with the following non-audit services from information provided by the Authority:

- i. Preparation of financial statements, related notes and other information
- ii. Preparation of the Data Collection Form with submission to the Federal Audit Clearinghouse
- iii. Preparation of the Auditing Procedures Report

8) Working Paper Retention and Access to Work Papers

The selected Proposer must retain all work papers and reports, at the auditing firm's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The audit firm will be required to make work papers available upon request by the Authority. Reports, documents, and work papers will only be released with specific written permission and direction from the Authority.

In addition, the firm shall respond to reasonable inquiries of successor firms and allow successor audit firms to review work papers relating to matters of continuing accounting significance.

- 9) In addition to the core annual audit services, the Authority may also engage the selected Proposer for additional services from time to time, including providing guidance to the Authority on other types of audit-related issues. Such engagements may include advisory or auditing services in connection with selected tenants, concessionaires, or contractors; advisory services related to the Authority's financial and accounting systems; or other financial or audit-related issues.
- 10) The Authority's principal point of contact with the auditor will be Elliott Black, Director of Finance & Administration.
- 11) The Authority currently uses Empower³ software, an Enterprise Resource Planning (ERP) system, which includes the following modules:
- a. General Ledger;
 - b. Accounts Payable;
 - c. Accounts Receivable;
 - d. Purchasing;
 - e. POS -Point of Sale;
 - f. Leases
 - g. Fixed Assets;
 - h. Banking; and
 - i. Grant/Project Costing.

The Authority's accounting functions are managed by the Director of Finance & Administration, supported by a Financial / Human Resource Generalist. The Authority currently does not have an internal audit function.

- 12) The Authority has historically provided the following reports and other documentation:

The Authority prepares the Required Supplemental Information required for GASB 68 (Accounting and Financial Reporting for Pensions) and GASB 87 (Leases).

- 13) The Authority's prior-year audits and financial reports may be accessed online at <https://www.michigan.gov/treasury/local/online-filing>.

SECTION 3—SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

- 1) All proposals must be submitted in PDF format, with one-inch (1”) margins and 12-point typeface throughout.
- 2) The primary evaluation and selection criteria follow in the table on the following page. However, the Authority reserves the right to make a selection based on the full range of criteria, including other considerations not specifically listed below.
- 3) In the interest of clarity, the Authority has integrated its selection criteria with the submission requirements in the table below. The page limits will be strictly enforced. If a proposal exceeds 28 pages, then the Authority reserves the right to limit its review to the first 28 pages. Likewise, Proposers must not include external links. The Authority reserves the right to review only the proposal as submitted, in accordance with the following table:

Section Content	Required Format	Weight (Points)
Section A—Demonstrated Experience and Expertise. This section must demonstrate that the Proposer has at least ten (10) years of experience in conducting the required audit services on behalf of publicly owned commercial service airports or airport authorities that meet all of the following criteria: • Publicly owned and operated; • Federally obligated; • Within the United States; and • With multiple cost centers. Describe at least three (3) comparable contracts at similarly sized airports, including at least one airport that is owned and operated by an independent authority (as opposed to being owned by a state, county, or municipal unit of government). Please describe at least three (3) examples of key findings or issues that the Proposer has helped other clients identify and resolve. Please do NOT identify the specific clients associated with these examples. The Auditor must demonstrate in its proposal that professional personnel to be assigned to this engagement possess the required knowledge of all applicable GASB statements and have	Limit 10 pages.	Maximum 25 points

Section Content	Required Format	Weight (Points)
obtained the appropriate continuing professional education required to perform audits of this scope. If the Proposer wishes to rely upon any subcontractor, then the Proposer must disclose this fact (including the specific firms and roles) in this section.		
Section B—Proposed Key Staff. This section must clearly demonstrate that the proposed Partner or Engagement Manager (as well as and any other key staff) bring the necessary experience and expertise to successfully plan and implement the audit work in accordance with the Federal requirements. Provide a resume for the Partner, Engagement Manager, and any other key staff. List other personnel who would support this effort, including 3-5 bullets highlighting each person's experience and proposed role.	Limit 8 pages (no more than 3 resumes for key team members (2 pages per resume), followed by up to 2 pages outlining any other supporting personnel.	Maximum 25 points
Section C—Proposed Approach. This section must provide an overall description of how the Proposer would approach planning and implementing the core annual audit services.	Limit 5 pages	Maximum 20 points
Section D—Financial Proposal. Provide a fee proposal for the core annual audit services, and a schedule of hourly billing rates for supplemental services.	Limit 2 pages	Maximum 25 points
Section E—Exceptions. Identify any concerns with the Agreement and any proposed revision(s).	Limit 2 pages	Maximum 5 points
Section F—Conflicts. Identify any organizational or individual conflicts of interest (real or perceived), along with proposed mitigation measures.	Limit 1 pages	Not evaluated quantitatively, but may be a disqualifying factor if the proposed mitigation is inadequate in the Authority's sole discretion.
Totals	Limit 28 pages	Up to 100 points

The Authority may conduct interviews with one or more proposers. The Authority plans to make a selection by the end of March 2026.

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SECTION 4—TITLE VI REQUIREMENTS

The Capital Region Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation, and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

See draft Agreement (Exhibit A) for additional requirements.

SECTION 5—ADDITIONAL INFORMATION

- 1) Responses to questions, if any, will be issued by addenda posted to <https://www.flylansing.com/business/business-opportunities>.

All questions regarding this RFP must be submitted in writing to Elliott Black, Director of Finance & Administration. Questions must be emailed to ebblack@craa.com by the deadline set forth on page 2 of this RFP. No additional questions will be accepted after the deadline unless the Authority determines that it is in its best interests to do so. Oral interpretations shall be of no force and effect.

- 2) The Authority reserves the right to revise, update, and/or cancel this solicitation at any point in the process.
- 3) The Authority reserves the right to extend the submission deadline, or to postpone the award of an agreement.
- 4) The Authority reserves the right to negotiate cost, terms, or conditions of any proposal determined by the Authority to be in its best interests.
- 5) The Authority cannot reimburse any entity for costs incurred in responding to this opportunity.
- 6) All proposals received become and remain the property of the Authority.
- 7) All information submitted may be subject to public disclosure under the Freedom of Information Act (FOIA) in accordance with state law.
- 8) The Authority reserves the right to develop a short list, to conduct interviews or other meetings with one or more Proposers, and/or to seek any clarifications that the Authority requires from any single Proposer, based solely on the contents of the proposals submitted.
- 9) The Authority reserves the right to cancel this solicitation, or to conduct a separate solicitation if the Authority determines it is in the Authority's best interests, or to proceed with a different method of soliciting the required services, using a different process than outlined in this RFP.

EXHIBIT A—DRAFT AGREEMENT

DRAFT

Agreement between the

Capital Region Airport Authority (CRAA)

Lansing, Michigan

and

[selected audit services firm]

[city, state]

to provide

Financial Audit Services

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1. Acronyms and Abbreviations

AATF	Airport and Airway Trust Fund
AIP	Airport Improvement Program
AC	Advisory Circular
ACDBE	Airport Concessions Disadvantaged Business Enterprise
CFR	Code of Federal Regulations
CRAA	Capital Region Airport Authority
DBE	Disadvantaged Business Enterprise
FAA	Federal Aviation Administration
FOIA	Freedom of Information Act ¹
MDOT	Michigan Department of Transportation
PFC	Passenger Facility Charge
USC	United States Code
USDOT	United States Department of Transportation

2. Definitions

2.1 Auditor

The selected consultant or contractor (hereafter referred to as “the Auditor” or (“the Contractor”).

2.2 Board

The governing body of the airport.

2.3 Capital Region Airport Authority

Owner and operator of the Capital Region International Airport (Lansing, Michigan) and Mason Jewett Field (Mason, Michigan).

2.4 Currency

All monetary references in this document are in U.S. dollars.

2.5 Holidays

The legal holidays observed by the Airport Authority, which currently include:

- New Year’s Day
- Martin Luther King Jr. Birthday

¹ Note that this reference includes both the Federal FOIA statute and a corresponding Michigan statute which has its own different provisions. The CRAA and this Agreement are required to comply with requests that may be submitted under either or both statutes.

- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

If a holiday falls on a Saturday, then the Authority will normally observe the holiday on the day before. If a holiday falls on a Sunday, then the Authority will normally observe the holiday on the day after.

2.6 Task Order

The Auditor may not incur billable costs under this Agreement prior to full execution of a Task Order. Each individual Task Order will include a description of the services to be provided, duration (start and end date as well as any deadlines), and parameters of allowable costs, which may be on either a Firm Fixed Price (Lump Sum) basis, or on a Time and Expenses basis, which the CRAA will determine based on the specific services required.

3. Scope of Services

3.1 Basic Financial Statements and Required Supplementary Information

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended) and U.S. Office of Management and Budget (OMB) 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as the laws and standards prescribed by the State of Michigan and its Treasurer.

The Authority desires the auditor to complete a financial audit and to express an opinion on the fair presentation of its business-type activities, including the related notes to the financial statements which collectively comprise the Authority's basic financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Also included with the basic financial statements is the required supplementary information (RSI) which consists of the Management's Discussion & Analysis (MD&A). In accordance with auditing standards generally accepted in the United States (U.S. GAAS) the Authority requires its auditor to apply the required limited procedures to the RSI.

3.2 Schedule of Expenditures of Federal Awards (SEFA)

The Authority receives federal financial assistance with participation in the Airport Improvement Program administered by the Federal Aviation Administration which is our only major program and as such the auditor must complete a Single Audit and issue the related reports concerning internal controls relative to the financial statements and compliance in accordance with Government Auditing Standards as well as the report on internal control related to major programs in accordance with the Single Audit Act and all amendments thereto.

3.3 Schedule of Passenger Facility Charge (PFC) Revenues Collected and Expended and Independent Auditors' Reports

The Authority receives Passenger Facility Charge (PFC) revenues. As required under 14 CFR Part 158 (Passenger Facility Charges) we require the auditor to issue a report on the PFC revenues relative to the basic financial statements and report on compliance applicable to the Passenger Facility Charge Program and on internal control over compliance in accordance with government auditing standards.

3.4 Non-Audit Services Required

In conjunction with the audit, the Authority will ask the auditor to provide assistance with the following non-audit services from information provided by the Authority:

- Preparation of financial statements, related notes and other information
- Preparation of the Data Collection Form with submission to the Federal Audit Clearinghouse
- Preparation of the Auditing Procedures Report

3.5 Other related services as needed

In addition to the core annual audit services, the Authority may also engage the selected Proposer for additional services from time to time, including providing guidance to the Authority on other types of audit-related issues. Such engagements may include advisory or auditing services in connection with selected tenants, concessionaires, or contractors; advisory services related to the Authority's financial and accounting systems; or other financial or audit-related issues.

3.6 Working Paper Retention and Access to Work Papers

The Auditor must retain all work papers and reports, at the auditing firm's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The Auditor will be required to make work papers available upon request by the Authority. Reports, documents, and work papers will only be released with specific written permission and direction from the Authority.

In addition, the firm shall respond to reasonable inquiries of successor firms and allow successor audit firms to review work papers relating to matters of continuing accounting significance.

4. Task Orders and Compensation

As noted in Section 2.6 (“Task Order”), the compensation under this Agreement will be defined by a series of Task Orders, each of which will specify the associated work, duration, and compensation.

The Auditor’s hourly billing rates for other work elements will be:

Title	Hourly Rates*
[to be inserted]	TBD
[to be inserted]	TBD
[to be inserted]	TBD
[to be inserted]	TBD
[to be inserted]	TBD
[to be inserted]	TBD

* Billing rates include hourly rate, overhead, and profit.

The Auditor understands and agrees that they will not be entitled to any additional compensation, benefits, payments, or share in net revenues, grant proceeds, or any other funds received by the Authority unless set forth in this Agreement.

The Authority will have no obligation to the Auditor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by the Auditor pursuant to this Agreement will be immediately delivered to the Authority. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the Authority subject to the terms of this Agreement.

5. Other Terms and Conditions

5.1 Duration of Agreement

This Agreement is effective on the date when it is fully executed, and will cover the Authority’s fiscal years shown below:

CRAA Fiscal Year ending...	Report due to CRAA Board	Contract terminates...
June 30, 2026	October 28, 2026	<i>n/a</i>
June 30, 2027	October 28, 2027	<i>n/a</i>
June 30, 2028	October 28, 2028	June 30, 2029
June 30, 2029	October 28, 2029	June 30, 2030 (<i>if extended</i>)
June 30, 2030	October 28, 2030	June 30, 2031 (<i>if extended</i>)

Therefore, the initial termination date of this Agreement is June 30, 2029, unless the Authority extends the Agreement in accordance with Section 5.2, or if either the Authority or the Auditor terminate the Agreement in accordance with Section 5.3.

5.2 Options to Extend

The Authority may extend this Agreement for up to two additional years, for a total of five (5) years, through June 30, 2031.

5.3 Termination

Either the Authority or the Auditor may terminate this Agreement earlier than the date set forth in Section 5.1 by providing written notice to the other at least thirty (30) calendar days in advance.

The Authority may immediately terminate this Agreement upon written notice to the Auditor if Auditor materially breaches its obligations under this Agreement or engages in any conduct which the Authority, in its sole discretion, determines has or could have an adverse impact on the Authority's reputation or interests. In addition, the Authority may immediately terminate this Agreement upon written notice to Auditor, without further liability to the Authority, if Auditor, an officer of Auditor, or an owner of a 25% or greater share of Auditor's business is convicted of a criminal offense relating to a Federal, State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the Authority, reflects on Auditor's business integrity.

5.4 Subcontractors

These services are complementary in nature, not integral, to the Authority's services and only provided to assist the Authority in complying with the Federal and state regulations. Auditor will act as an independent contractor under this Agreement, and neither Auditor nor any employee or agent or contract personnel of the Auditor is, or will be deemed to be, an employee of the Authority due to this Agreement and the relationship between Auditor and the Authority. Contractor will be free and is encouraged to maintain a self-supporting business outside of this Agreement and is not restricted from performing services for third parties during the life of this Agreement.

The Auditor must provide services as set forth in this Agreement and in any Task Order using its own internal professional and technical resources unless the Authority provides specific written authorization to use subconsultants, subcontractors, or vendors. In such cases, the Auditor may not impose any kind of markup or administrative processing fee on top of the Subconsultant's or Subcontractor's costs unless the Authority provides specific written approval. Unless specifically prohibited in this Agreement, Auditor will be responsible for completing the services required under this Agreement in a manner they deem appropriate, consistent with industry standard, and in compliance with the law.

If the Auditor desires to use the services of an employee who is engaged as a contractor (with compensation documented on a Form 1099 rather than on a Form W2), the Auditor must disclose this to the Authority. The Auditor will retain authority to hire, fire, and discipline any of their own employees, contractors, or subcontractors.

5.5 Ownership of Deliverables

The Authority will own all deliverables provided by the Auditor, including any and all research, analyses, correspondence, and all draft and final documents. The Auditor has no right to be identified as the author of any deliverable. However, the Authority retains the right to disclose the Auditor's role as the Authority deems appropriate or as required by law.

5.6 Format of Deliverables

The Auditor will provide all draft documents in Microsoft Word unless the nature of the document requires a different format (e.g., Microsoft Excel for spreadsheets, Microsoft PowerPoint for presentations, etc.).

The Auditor will use redlining (also referred to as "Track Changes") to highlight revisions from version to version. The Auditor will configure document settings to keep track of how the Auditor has addressed Authority comments and questions on draft documents.

Nothing in this paragraph is intended to limit or restrict Auditor's ability to undertake and perform the services required under this Agreement as they deem appropriate, as accustomed under industry standards, and in compliance with the law.

5.7 Attribution of Other Sources in Deliverables

The Auditor will include complete and accurate references to any other documents referenced, including statutory, regulatory and policy documents published by Federal, state, or local units of government, as well as documents or images created by other entities regardless of whether they are or were clients of the Auditor.

5.8 Invoicing and Payment

The Auditor will submit invoices within 30 calendar days of incurring any authorized costs. The Auditor will clearly enumerate the names of each individual, their labor category, the number of hours, and the approved hourly billing rate.

The Authority will pay invoices within 30 calendar days of receipt, unless (a) the Auditor is delinquent on submission of a deliverable, or (b) the Authority notifies the Auditor of an issue that requires the Auditor to resolve or correct the invoice. In such cases, the Authority will pay the undisputed portion of the invoice within 30 days of receipt.

5.9 Liability

The Auditor has a duty to identify and exercise all applicable professional and technical standards in its services on behalf of the Authority, including advising the Authority of the Authority's legal responsibilities including applicable deadlines established by Federal, state, or other agencies.

Any liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Auditor in the performance of this contract will be the responsibility of the Auditor if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the Auditor.

Nothing herein may be construed as a waiver of any governmental immunity that has been provided to the Authority, or any elected or appointed officer, employee or agent of the Authority, by statute or court decision.

5.10 Responsibility for Claims and Liability

The Auditor will hold the Authority harmless and indemnify the Authority against any claims or liability due to negligence of the Auditor or its subcontractors. The Auditor will require the same provision from any Subconsultants or Subcontractors.

5.11 Worker's Compensation and Public Liability Insurance

The Auditor will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

5.12 Governing Law and Compliance with Applicable Laws

Unless otherwise specified, this Agreement will be governed by the laws of the State of Michigan. The Auditor agrees to comply with all applicable Federal, state, and local laws relevant to the Scope of Services.

5.13 Assignment and Transfer

Neither the Authority nor the Auditor may assign or transfer their interests or responsibilities under this Agreement to any other party without the written consent of the other. This includes any partners, successors, investors, or acquiring owner of the Auditor.

5.14 Contractual Disputes

Any dispute that cannot be resolved through a negotiated agreement between the Authority and the Auditor will be addressed through standard court actions. If the parties agree, the matter will instead be submitted to the American Arbitration Association for the selection of an arbitrator in accordance with American Arbitration Association procedures. Both parties to the dispute may be represented by counsel or anyone of their choosing and present evidence and witnesses relative to the issue(s). The rules of the American Arbitration Association will apply.

5.15 State and Federal Taxes

The Authority will not withhold FICA (Social Security and Medicare taxes) from Auditor's payments or make FICA payments on Auditor's behalf; or make state or federal unemployment

compensation contributions on Auditor's behalf, or withhold state, federal, or local income tax from Auditor's payments.

Auditor will pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the Authority, Auditor will provide the Authority with proof that such payments have been made.

5.16 Fringe Benefits

Auditor understands that neither Auditor nor Auditor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Authority.

5.17 Unemployment Compensation

The Authority will make no state or federal unemployment compensation payments on behalf of Auditor or Auditor's employees or personnel. Auditor will not be entitled to these benefits in connection with work performed under this Agreement. If Auditor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Auditor will be deducted from and be an offset against the amount of compensation due and payable to Auditor by the Authority under this Agreement.

5.18 Confidential Information

Except as required by law, Auditor will not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Auditor by the Authority (collectively, "Confidential Information") without the prior written consent of the Authority. Confidential Information does not include:

- (i) information obtained by the Auditor from third-party sources;
- (ii) that is already in the possession of, or is independently developed by, the Auditor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the Authority.

Auditor acknowledges that all information provided by the Authority in connection with Auditor's duties under this Agreement will be treated as Confidential Information unless explicitly stated otherwise in writing by the Authority.

5.19 Conflict of Interest

Except as has been disclosed to the Authority, Auditor affirms that neither the Auditor nor its affiliates or their employees has, will have, or will acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Auditor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Auditor further affirms that neither the Auditor nor any affiliates or their employees has accepted or will accept anything of value based on an understanding that the actions of the Auditor or its affiliates or either's employees on behalf of the Authority would be influenced. Auditor will not attempt to influence any Authority employee by the direct or indirect offer of anything of value. Authority also affirms that neither Auditor nor its affiliates or their employees has paid or agreed to pay any person, other than *bona fide* employees and Auditors working solely for the Auditor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, the Auditor will inform the Authority regarding possible conflicts of interest that may arise as a result of such change. The Auditor agrees that conflicts of interest will be resolved to the Authority's satisfaction, or the Authority may terminate this Agreement. As used in this subsection, "conflict of interest" will include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

5.20 Total Agreement

This Agreement, together with any exhibits or attachments, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement will be binding. This Agreement may not be changed except by written agreement signed by the Parties.

5.21 Severability

All of the clauses of this Agreement are distinct and severable and, if any clause will be deemed illegal, void or unenforceable, it will not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision will be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties will be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

6. Federal Requirements

The Authority is legally bound by a number of Federal requirements, many of which also apply to contractors retained by the Authority. In the language that follows, the terms "Contractor" or "Offeror" also refer to the Concessionaire.

6.1 Compliance with Nondiscrimination Requirements

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may

request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

6.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from

discriminating because of sex in education programs or activities (20 USC 1681 et seq).

6.3 Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

6.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (Title of Sponsor) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (Title of Sponsor) will there upon revert to and vest in and become the absolute property of (Title of Sponsor) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

6.5 Domestic Preference for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

6.6 Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.7 Occupational Safety and Health Administration

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

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7. Execution

For the Capital Region Airport Authority:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

For the Auditor:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

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