



SPRINGFIELD MASS TRANSIT DISTRICT  
928 South Ninth Street  
Springfield, IL  
62703-2497

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REQUEST FOR QUOTES (RFQ)

ACTUARIAL SERVICES

RFQ #2023-07

**RESPONSES DUE: December 11, 2023**

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**PART I: SPRINGFIELD MASS TRANSIT DISTRICT OVERVIEW**

The Springfield Mass Transit District (“District”) is seeking quotes for Actuarial Services from a qualified firm, vendor, or contractor.

Springfield Mass Transit District (“District”) is a public transit agency located in Springfield, IL, providing transportation to the greater Springfield, IL area. The District provides fixed-route bus transportation throughout the greater urbanized Springfield area Monday through Saturday. Daytime service is provided on 17 regular routes Monday through Saturday, with nine supplemental routes operating Monday through Friday between August and May. Five routes operate for night service Monday through Friday, separate from the day service routes. The District also operates a complementary paratransit service for persons with disabilities who are unable to use fixed-route buses through the Access Springfield system. The days and hours of service are the same as those for the fixed-route service. The District is a municipality governed by a seven member board of trustees. The trustees are appointed by the Sangamon County board of supervisors to oversee the policies and operations of the District. The trustees are appointed to serve staggered 5-year terms.

The District has about 160 full and part time employees. Of these 160, there are about 20 administrative employees. There are two Unions, ATU and SEIU. ATU represents mechanics, operators, dispatchers, and non-supervisory administrative staff of the fixed-route bus service; SEIU represents operators of the paratransit service. Only full-time drivers hired before 6/30/11 are eligible for retiree health insurance. Only full time supervisory administrative employees hired before August 1, 2012 are eligible for retiree health insurance.

**PART II: SCOPE OF WORK**

It is the District’s intentions to retain a Certified Actuary for a three-year agreement with two one-year options to conduct independent actuarial valuations for our other postemployment benefits retiree health insurance plan for the purposes of GASB statement 43/45, 68 & 74/75. The selected Actuary will evaluate our automobile liability claims, automobile physical damage claims, and worker’s compensation claims exposures. The Actuarial valuation is updated every two years and when material changes have been made. This proposal will cover the fiscal year audit of 2024, with preliminary and final reports for fiscal years 2025 and 2026, with option years of 2027 and 2028.

The selected Actuary shall conduct an annual analysis of estimated funding for the upcoming fiscal year and the ultimate loss levels for workers compensation, auto liability, and auto, physical damage, loss, and loss adjustment expenses and liabilities and to estimate incurred but not reported (IBNR) reserves for property, liability, and worker’s compensation exposure. The estimated funding for the upcoming fiscal year and the ultimate loss levels are provided using a statistical confidence level of 75%, 85%, 90%, and 95%. Data cutoff date is June 30th, data will be available on July 5<sup>th</sup> and report should be completed by July 15<sup>th</sup> of each year. The report will be used to prepare annual financial statements and financial statement disclosures.

The selected Actuary shall conduct a written evaluation for retiree health insurance benefits which includes but is not limited to:

- A Certified Actuarial Statement;
- A Summary Of The Valuation Objectives;
- A Statement Of The Actuarial Cost Method Selected And Actuarial Assumptions;

- A Written Report With Three (3) Copies For The Results Of The Actuarial Valuation And Annual Required Contribution (ARC) That Is Updated Every Two Years, or Every Year if There is a Significant Material Change, Beginning 6/30/24 Due By August 15of the Applicable Year
- Annual GASB 45 Statement Disclosure Information And Required Supplementary Information For The Audit Report, Due By July 15 Each Year; And
- A Written Report With Three (3) Copies For The Results Of The Actuarial Valuation That Is Updated After Material Changes Have Been Made To The Health Plans And Retiree Health Plan.
  
- **The selected Actuary shall conduct:**
- Provide Regularly And Timely Communication Of GASB Changes And Proposed Changes That May Impact SMTD's OPEB Liability And Reporting. Recommend Procedures And/Or Policies that SMTD Should Implement To Comply With Other Post- Employment Benefit GASB Pronouncements;
- Review And Provide A Written Analysis Of Reports Submitted To The Board Or Staff Regarding OPEB Issues;
- Recommend Changes To Reports And/Or Additional Reports For The Purpose Of Providing Useful Information For Effectively Managing The Liability. Provide Reports As Needed Analyzing Valuation Reports Issued By SMTD;
- Provide Research And Responses To Technical Questions Posed By Staff Regarding SMTD's Liability, Mitigating The Actuarial Liability And Reducing The Annual Required Contribution;
- Provide Supporting Documentation And Training To Administrative Committees, Board, Staff As Required;
- Maintain Full And Accurate Records Regarding All Matters And Services Provided Regarding SMTD's OPEB Liability;
- Provide All Spreadsheets And Analysis, Assumption, And Calculation Reports Upon Completion Of Any Project Performed For SMTD's Liability. Respond To Inquiries Regarding Retirement Questions Or Information As Requested By Staff Or Officials;
- Review And Analyze Actuarial Or Similar Studies Provided By Retirement Staff (IMRF) For Impact On SMTD OPEB Liability, As Requested;
- Determination Of The Annual Required Contribution (ARC) And The Actuarial Liability As Defined By GASB 43 And 45 Every Two Years; And
- General Consulting By Phone, Email, And Letter With The Director Of Finance And Administration And SMTD Staff Regarding Technical Problems And Matters Of General Interest To A Public Sector Other Post-Employment Benefit Plan On Issues Related To The Retainer Services (Approximately 500 Hours Per Year).
  
- **Some Non -Routine services may include:**
- Calculate The Impact On The Actuarial Liability And Annual Required Contribution For Various Scenarios During Contract Negotiations In June 2024 And 2025; (June 2024 for ATU and June 2025 for SEIU).
- Cost Studies For Proposals And Fiscal Notes;
- Advice And Consulting Regarding Defined Benefit And Defined Contribution Plans; And
- Recommendations To Reduce The Actuarial Liability.

**PART III: SUBMITTALS**

Quotes are due no later than 2:00 pm (Central Time) on **Friday, December 11, 2023** via email at [purchasing@smttd.org](mailto:purchasing@smttd.org). Hard copy quotes may also be dropped off in person or via mail at SMTD Administration Office, located at 928 S 9<sup>th</sup> St. Springfield, IL 62703 by the same deadline. Please note that the District reserves the right to extend the deadline for responses at its sole discretion. Respondents shall address their quote with RFQ #2023-07. The submission of a quote will constitute the bidder's understanding and compliance with the requirements outlined in the RFQ #2023-07's scope of work. Quotes that do not conform to the procedures, format, or content requirements written into this RFQ shall be deemed nonresponsive and may be disqualified. The District is not liable for any costs incurred by Bidders in the preparation, presenting, testing, or negotiation of quotes submitted.

The Contractor shall submit one (1) original quote. The District will not accept responsibility for late quotes.

- **Price Quote:** Respondents shall submit a price quote that clearly identifies the costs associated with the services rendered. Quotes shall be good for 90 days from deadline of **December 11, 2023**.

The District reserves the following rights:

- Reject any and all quotes. Actuaries who submit quotes that do not comply with the instructions, or do not provide the information requested within this RFQ, may be subject to immediate rejection;
- Reject any or all quotes not in compliance with all public and/or District procedures and requirements;
- Select quote(s) which appear to be in the best interest of the District;
- Waive any or all irregularities in quotes submitted; and
- Award any or all parts of any quote.

**CLARIFICATION OF QUOTES:** The District reserves the right to obtain clarification of any portion in a quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Contractor to reply to such a request for additional information or clarification may result in rejection of the quote.

**QUESTIONS AND ADDENDUM.** All contact and questions regarding any matter concerning this RFQ must be made through Erin Appenzeller by email at [purchasing@smttd.org](mailto:purchasing@smttd.org). No oral interpretations as to the meaning of the RFQ will be made to any Contractor. Further information concerning the specifications of this RFQ resulting from questions submitted, in writing will be communicated to all in the Addendum.

***All Questions must be submitted in writing. The deadline for questions is no later than 4:00 p.m. Monday, November 13, 2023. Questions should be addressed to Erin Appenzeller, via email at [purchasing@smttd.org](mailto:purchasing@smttd.org). In the subject line, reference "Questions for RFQ #2023-07". All answers will be posted on SMTD's website by November 20, 2023. If an Addendum is released, then please complete Attachment A and submit with the quote.***

**BASIS OF AWARD:** Each Contractor will submit a quote with the BEST AND FINAL PRICE for the services described herein. The award of a firm, fixed-price purchase order shall be made ONLY to the lowest RESPONSIVE and RESPONSIBLE Contractor.

**AWARD:** The award of an agreement may be contingent upon approval of the price by the District Board of Trustees. SMTD will issue a Notice to Proceed once an award has been determined.

Any contract resulting from this RFQ shall be conditioned upon compliance with all provisions of the RFQ documents. Additionally, any contract resulting from this proposal is subject to financial assistance contracts between and/or among SMTD, the United States Department of Transportation and the Illinois Department of Transportation. Acceptance of any proposal may be subject to concurrence by the Illinois Department of Transportation. Furthermore, SMTD, the United States Department of Transportation and the Illinois Department of Transportation reserve the right to reject or cancel any or all proposals and to waive irregularities therein, and all submitting proposers must agree that such rejection or cancellation shall be without liability on the part of SMTD for any penalty brought by a Proposer because of such rejection or cancellation, nor shall the submitting Proposer seek any recourse of any kind against SMTD because of such rejection or cancellation, and the filing of any proposal in response to this solicitation shall constitute an agreement of the submitting proposer to these conditions.

**Attachment A, Addendum Acknowledgement**

If applicable, the undersigned acknowledges receipt of the following addenda to this RFQ. (Include the number and date for each entry.) Please, return a complete Attachment A if any addendums are published.

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this RFQ and may require rejection of the proposal.

Note: A signed acknowledgment of this addendum must be received with the supply of the requested quote. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Attachments One

# TERMS & CONDITIONS

## Fiscal Year 2024 – General Terms and Conditions

### **Required Clauses**

The following are required contract clauses used in conjunction with funding projects using resources provided under the Illinois Department of Transportation's Downstate Operating Assistance Program and Urbanized-Area Formula, Illinois Capital Grants, and Apportioned and Competitive Grant Awards from the Federal Transit Administration (FTA).

Springfield/Sangamon Mass Transit District  
finance@smttd.org



## General Terms and Conditions

### CONFIDENTIALITY

Between the date and time that proposals are due until a firm's selection by the SMTD Board of Trustees, no information may be released which may have an adverse impact upon the process or negotiations. No information shall be shared about any proposal's distinguishing or deficient characteristics.

### LACK OF FUNDS

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the completion of this Contract or in any amendment hereto, the District may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with the District's rights to terminate for convenience or default.

### FINANCIAL ASSISTANCE

The proposed contract is subject to financial assistance contracts between and/or among the District, the Illinois Department of Transportation, and the United States Department of Transportation.

### METHOD OF PAYMENT

Per Federal Transportation Administration (FTA) guidance, SMTD is bound to Sound Business Reasons in establishing payment terms for Information Technology Project administration. In compliance with FTA rules found in FTA Circular 4220.1F, payments made in advance of any work or product delivered are permissible only when Standard Industry Practices support terms outside the traditional services delivered/payment invoiced practice.

The contractor shall submit invoices in accordance with the Payment Schedule negotiated between the contractor and SMTD at time of contract execution. Invoices shall itemize and describe all work performed/product delivered. SMTD shall review the documentation submitted with invoicing and shall, if all documentation has been received and is deemed acceptable, approve the appropriate payment as specified no later than thirty (30) days from the receipt of the invoice and acceptance of documentation.

### INSURANCE REQUIREMENTS

In the event that installation or any other work in connection with the goods or services purchased hereunder is to be performed on SMTD's premises, the following terms and conditions shall apply: (1) Upon request of SMTD, Seller agrees to furnish evidence acceptable to SMTD of adequate insurance coverage of public liability, automobile liability, property damage liability and workers' compensation. The selected Seller shall, at all times during the project, maintain and provide Certificate of Insurance naming the District as additional insured for all required insurance.

Certificates may not be modified or canceled until at least 30 days' notice has been provided to the District. Seller shall carry general liability insurance to cover its liability to third parties for personal injury and property damage with a single limit liability of at least \$1,000,000 and at least \$1,000,000 in the aggregate. In addition, the Seller shall carry Auto Liability, including Hired Auto and Non-owned Auto, Combined Single Limit Bodily Injury and Property Damage in amount of \$1,000,000 per occurrence with a deductible of not more than \$10,000 and Worker's Compensation Insurance in amount required by law. Insurance shall not limit Seller's obligation to indemnify, defend, or settle any claims.

(2) Subcontractor's Liability. Any portion of the Work to be performed for Contractor by a Subcontractor shall be performed pursuant to an appropriate written subcontract between Contractor and Subcontractor. No subcontract shall relieve Contractor of its obligations under this agreement. Contractor shall remain responsible for all subcontracted Work, and Contractor shall be as fully liable to Owner for the acts and omissions of its Subcontractors, their agents, representatives, and persons directly or indirectly employed by them as it is for the acts and omissions of Contractor's own employees. Any subcontracts between Contractor and Subcontractor will obligate the Subcontractor to the Owner to the same extent as Contractor is obligated to the Owner. The Owner is a third-party beneficiary of such Subcontractor or Subcontractors and in that regard will have the same rights against the Subcontractor as the Contractor would have against the Subcontractor. Such subcontracts will specifically require that the Subcontractor will comply with the insurance provisions of this agreement for the benefit of the Owner, to the same extent that the Contractor is obligated to do so.

(3) Seller agrees to comply with all rules and regulations including, but not limited to, general rules and regulations, electronic regulations, smoking restrictions and safety requirements.

Insurance shall remain in force through close out of project. Cancellation of insurance shall be cause for the agreement's termination.

### INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the District, its directors, officers, agents, and employees from and against all liabilities, demands, claims, damages, suits or judgments, including attorneys' fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from libel and/or slander) injury or death to persons or loss, damage or destruction to property, including the property of the District, the Contract and third persons, resulting from a breach of contract or the negligence of the Contract or its directors, officers, agents or employees while such person is acting within the scope of this contract.

### CHOICE OF LAW / COMPLIANCE

The contract resulting from an award by the District Board of Trustees shall be governed by the applicable rules and regulations of the Federal Transit Administration and the laws of the State of Illinois. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any area(s) in which any service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements.

## INDEPENDENT CONTRACTOR

Nothing in the contract award shall create an employee / employer relationship between the District and the successful Proposer. It is understood that the Contractor will be an independent Contractor and not the District's employee. SMTD is responsible for any applicable 1099 and tax reporting requirements.

## NON-ASSIGNMENT

The awarded Contractor shall not assign any interest in the contract and shall not transfer any interest in same, whether by assignment or invitation, in part or in whole, without the District's prior express written consent.

## CANCELLATION

- 1 The District or the Contractor may wholly or partly cancel this period of performance, as affirmed in the awarded contract, at any time with 60 days written notice. In the event of cancellation, the District shall reconcile all claims with the Contractor only for services performed that are within the Scope of Service and only for expenses incurred up to and including the effective cancellation date.
- 2 After Contractor reconciliation for these services performed and expenses incurred, the District shall be discharged from all liability to the Contractor and the contract shall be considered terminated.

## PROHIBITED INTERESTS

- 1 No board member, or officer, or employee of the District or a local public body with financial interest or control in this contract during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 2 Further, no employee, officer, board member or agent of the District shall participate in the selection, or in the award, or in the administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, is involved. The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.
- 3 Employees, officers, board members or agents of the District shall also be prohibited from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 4 The District shall also prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party Proposer or grantee or impair the objectivity in performing the contract work.

## INTEREST OF MEMBERS OR DELEGATES OF CONGRESS

In accordance with 41 U.S.C. Section 22, the Proposer agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

## TAXES

- (1) Federal Excise Tax: SMTD is exempt from Federal, Excise, and Transportation Tax, and must not be included in pricing.
- (2) SMTD is exempt from payment of Illinois State sales and use taxes and must not be included in pricing.

The price to be quoted in any bid will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of SMTD. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified. Price bids shall include all freight charges, FOB to the designated delivery points.

SMTD is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

## WARRANTIES

- (1) Seller expressly warrants that all goods ordered according to plans, drawings, specifications, or samples furnished by SMTD, or furnished by Seller and approved and accepted by SMTD, (which are incorporated by reference and made a part hereof) will conform thereto, and in addition expressly warrants that all goods will be merchantable and will be free from defects in material and workmanship.
- (2) Seller expressly warrants that the goods and/or work purchased hereunder, and the production, sale, and use, thereof, do not and will not infringe any third-party patent rights. Seller shall, at its own expense, defend any suit that may arise in respect thereto, provided Seller is notified thereof, and Seller shall indemnify and hold harmless SMTD, its successors and assigns, its officers, agents, servants, and, from all loss, damages, costs, and expenses (including attorney's fees) which may be, from all loss, damages, co-incurred on account of the assertion of any patent rights by any person.

Professional Services  
Federal and State Clauses  
Contracts Greater than \$25,000

NO FEDERAL OBLIGATIONS TO THIRD PARTIES:

1. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq* . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the District is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### CHANGES TO FEDERAL REQUIREMENTS:

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

2. The Master Agreement may be accessed at: <http://www.fta.dot.gov/documents/19-Master.pdf> or the printed Master Agreement can be examined in the Administration building of the District, 928 South Ninth Street, Springfield, IL 62703. Call (217) 522-6087 to arrange for examination of this document.

#### TERMINATION FOR CONVENIENCE:

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

#### TERMINATION FOR DEFAULT:

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.

If this contract is terminated while the Contractor has possession of the District's goods, the Contractor shall, upon direction of the District, protect and preserve the goods until surrendered to the District or its agent. The Contractor and the District shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District.

#### OPPORTUNITY TO CURE:

The District in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the District's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fifteen (15) days after receipt by Contractor of written notice from the District setting forth the nature of said breach or default, the District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the

District from also pursuing all available remedies against Contractor and its sureties for said breach or default.

WAIVER OF REMEDIES FOR ANY BREACH:

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

CIVIL RIGHTS:

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition,



the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### DISADVANTAGED BUSINESS ENTERPRISES:

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13 %.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its applicable DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the

contractor's receipt of payment for that work from the District. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

#### INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the District requests, which would cause the District to be in violation of the FTA terms and conditions.

#### SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
  - a. The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### ENERGY CONSERVATION

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

### ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with 49 U.S.C. § 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq.; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 CFR Part 1192, and 49 CFR Part 38;

U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

### RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

#### NATIONAL INTELLIGENT TRANSPORTATION SYSTEM ARCHITECTURE AND STANDARDS (ITS)

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by FTA notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue later, except to the extent FTA determines otherwise in writing.

#### PROMPT PAYMENT

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the SMTD, no later than thirty (30) calendar days after the Contractor has received payment from SMTD for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from SMTD, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

#### VETERAN’S PREFERENCE

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND/OR EQUIPMENT CERTIFICATION

The Bidder certifies that "Covered telecommunication equipment or services" being proposed after August 13, 2020 will comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232. The covered telecommunications equipment and services are those provided by certain companies based in the People’s Republic

of China. "Covered equipment and services" are defined as: (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (C) Telecommunications or video surveillance services provided by such entities or using such equipment. (D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### NOTICE TO FTA AND OFFICE OF U.S.DOT INSPECTOR GENERAL ON FRAUD, WASTE, AND ABUSE

The Recipient (The District) must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

#### INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### PROHIBITED INTEREST OF LOCAL OFFICIALS

No member, or officer, or employee of the SMTD or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### CONTRACT CHANGES

Any proposed change in this contract shall be submitted to the SMTD in writing for its prior approval. SMTD will make the change by a change order if agreed upon by both parties. Each change order will include any change in the contract price or delivery schedule. No oral order or conduct by SMTD will constitute a change order unless confirmed in writing by SMTD.

### ESCALATION

The Department does not allow escalation clauses as part of specifications or contracts, with the following exceptions, subject to prior concurrence for each contract:

- Procurement for rail vehicles, where the contract price exceeds one year; and
- Procurements of metal product from a mill or manufacturer where quotations based on “price at time of shipment” have historically been used.

### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or vendor with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such

Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include, verbatim or by reference, the provisions of this ITEM in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event the subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### FINANCIAL ASSISTANCE

This contract is subject to financial assistance contracts between the SMTD, the Illinois Department of Transportation, and the United States Department of Transportation.

#### AUDIT AND INSPECTION OF RECORDS

The contractor shall permit the authorized representatives to the SMTD and the State of Illinois to inspect and audit all data and records of the contractor relating to his performance under the contract.

#### ASSIGNMENT

Assignment of any portion of the work by Subcontract must be approved in advance by the SMTD.

#### RETENTION OF RECORDS

The contractor shall maintain records to show actual time devoted and cost incurred for a minimum of three (3) years after the completion of the contract.

#### OWNERSHIP OF RECORDS

The SMTD shall retain ownership of all plans, specifications, and related documents.

## GOVERNMENT INSPECTION

Representatives of the State of Illinois shall have access to the site of construction, if applicable, and shall have the right to inspect all project works.

## SUBCONTRACTS

The contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of the contractor or use any materials from the stores, of the contractor, with respect to this contract, without the prior concurrence of the Illinois Department of Transportation. All such subcontracts, agreements, and force work and materials shall be handled as prescribed for third-party contracts, agreements, and force-account work by the IDOT manual for Public Transportation Capital Improvement Grants. All request for concurrence shall be submitted to the GPMTD for approval prior to submittal to IDOT.

## VENDOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS

Vendor, upon request, must provide proof of Registration with the Illinois Department of Human Rights.

## DISCLOSURE OF LOBBYING ACTIVITIES

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## PROTEST PROCEDURES

The District will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with SMTD of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by SMTD) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with SMTD, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor



debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

Protests may be made by prospective Bidders whose direct economic interest would be affected by award of a contract or by failure to award a contract. The District will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Springfield Mass Transit District, 928 South Ninth Street, Springfield, IL 62703-2497. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) Name, address, and telephone number of protestor;
- (b) Identification of contract solicitation number;
- (c) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (d) A statement as to what relief is requested.

Protests must be submitted to the District in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

1.0 *Protests before Bid Opening.* Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of bids must be submitted in writing to the District Managing Director at the address above and must be received at least ten (10) days prior to bid opening or closing date for receipt of bids. If the written protest is not received by the time specified, bids may be received an award made in the normal manner.

1.1 Oral protests not followed up by a written protest will be disregarded. As far as practical, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other Bidders.

1.2 The failure of any party to timely respond to a request for information, may be deemed by the District that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response.

1.3 Upon receipt and review of written submissions and any independent evaluation deemed appropriate by the District; the Managing Director may conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Following the informal hearing, if one is held, the Managing Director will render a decision, which shall be final, and notify all interested parties thereof in writing no later than ten (10) business days from the date of informal hearing. Note: In all instances, the District must disclose the protest to FTA along with the District's written determination.

2.0 *Protest After Bid Opening/Prior to Award.* Bid protests the making of an award by the District Board must be submitted in writing to the Managing Director and received within five

(5) days of the award by the District Board. Notice of the protest and the basis therefore will be given to all Bidders. In addition, when a protest against the making of an award by the District Board is received and it is determined to withhold the award pending disposition of the protest, the Bidder whose bid might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the Bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to five (5) days after resolution of the protest unless the District determines that:

- (a) The items to be purchased are urgently required;
- (b) Delivery or performance will be unduly delayed by failure to make award promptly; or
- (c) Failure to make award will otherwise cause undue harm to SMTD or the federal government.

Note: In all instances, the District must disclose the protest to FTA along with District's written determination.

3.0 *Protests after Award.* Protests must be filed in writing within five (5) working days of the award notification. All protests must contain the following information: (1) Name of Protestor; (2) Solicitation / Contract Number, Description, or other identifier; (3) Statement of grounds for protest; (4) all supporting documentation. All protest documents should be sent to the District Managing Director at 928 South Ninth Street, Springfield, Illinois 62703.

The Managing Director, or designee, will review the Bidders' protest and make a determination. The protesting Bidder as well as all other registered Bidder will be notified by certified mail of the Managing Director's decision within five (5) working days of receipt of the protest.

4.0 *Submission of Protest to FTA.* A protester must exhaust all administrative remedies with the District before pursuing a protest with FTA. Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the District. The protest filed with FTA shall:

- (a) include the name and address of the protestor;
- (b) identify the District's project number and the number of the contract solicitation;
- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow District's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- (d) include a copy of the local protest filed with District and a copy of the District's decision, if any.

An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protester knew or should have known of the violation.

SIGNATURE PAGE / ACKNOWLEDGMENT OF CLAUSES, TERMS AND CONDITIONS

THE UNDERSIGNED agrees to be bound by all applicable Federal and state laws and regulations, the accompanying specifications and the District policies and procedures. And further agrees to be bound by amendments to the same.

THE UNDERSIGNED, by submitting a Quote, represents that:

- a. The submitting Bidder/Contractor has read and understands the requirements of the Clauses, Terms and Conditions, and agrees to comply with all local, state, and Federal rules and regulations applicable to this project.
- b. Failure to comply with any terms may disqualify the submitting Bidder/Contractor as non-responsive.

THE UNDERSIGNED certifies that this Quote has been derived independently and is submitted in the spirit of free and open competition, without limiting characteristics or influence.

\_\_\_\_\_  
Name of Individual / Interested Bidder

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
UEI Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Federal Identification Number (FEIN)

\_\_\_\_\_  
Signature of Authorized Official; If partnership, signature of one partner

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Official