

Request for Proposals

CRIS Rural Mass Transit District

Administrative and Operations Facility Feasibility Study

RFP 20-001

**Proposal Receipt Deadline
Tuesday, February 25, 2020
2:00 p.m. Central Time**

1. Background

CRIS Rural Mass Transit District provides demand response and fixed route public transportation to the general public, and especially senior citizens, throughout Vermilion County, Illinois. They also provide medical feeder service to Champaign County.

CRIS' fixed route service operates between Hoopston and Danville with intermediate stops in Rossville and Bismarck. All of these communities are on or near Route 1. All of CRIS' services operate Monday through Friday from 6 a.m. to 6 p.m. For each of the last several years, CRIS has provided approximately 47,000 rides on these services.

CRIS' administrative and maintenance facility is currently located in Danville. CRIS is looking to relocate to a larger administrative and operations facility since their ridership and services have been growing and are expected to grow further in the future. CRIS seeks to have indoor storage for their 45 transit vehicles, a maintenance bay, a bus washer, and a commuter park-n-ride lot. They would also like to know whether there is enough rider demand and operator interest for connections with other regional transportation services at this facility. This potentially new service could require a passenger transfer waiting area and/or bus bay(s).

CRIS is seeking to hire a consultant to determine potential demand for their services within the next 5-10 years. Based on this information, the consultant will determine what amenities and services CRIS should have, an estimate of costs pertaining to each of these amenities and services, and the amount of space required to meet these needs. The consultant shall work with CRIS to identify several potential sites that will meet these needs, along with cost estimates for acquiring the land. These sites may include a potential building rehab and/or expansion if it can meet CRIS' current and future needs. CRIS Rural Mass Transit District (CRIS) is therefore seeking proposals from qualified consultants to perform this work.

2. Consultant Eligibility

To be eligible for an award, proposers must be responsive and responsible.

1. Consultants must submit proposals that comply with the method and timeliness of this request for proposals, both to the method and timeliness of the submission and to the substance of the resulting Contract. CRIS Rural Mass Transit District may reject any proposals as non-responsive that fail to comply with this Request for Proposal's terms and conditions.
2. Responsible proposers are consultants who, at a minimum, must:
 - Be an Equal Opportunity Employer,
 - Be able to comply with the requirements of this Request for Proposals,
 - Have the necessary technical capability to perform the tasks outlined in the Request for Proposals,
 - Have a satisfactory record of past performance,
 - Certify that they are not on the U.S. Comptroller General's list of ineligible contractors,
 - Have adequate financial resources and personnel to carry out the requirements of this Request for Proposals,
 - Be qualified providers of the services being offered, and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Definitions

Terms used in this Request for Proposals

- A. **Consultant.** The term "Consultant" means the individual, firm, company, contractor, corporation, partnership, or association executing the Contract as an entity providing the scope of services specified in this RFP.
- B. **Days.** The term "days" means business days that CRIS Rural Mass Transit District recognizes.
- C. **CRIS Rural Mass Transit District.** The term "CRIS Rural Mass Transit District" means the CRIS Rural Mass Transit District, a local mass transit authority created pursuant to Illinois State law with its current place of business in Danville, Illinois.

- D. **Contract.** The term “Contract” means the agreement that CRIS Rural Mass Transit District will enter into with the successful proposer for the scope of services described in this Request for Proposals.
- E. **Prospective Proposer.** The term “prospective proposer” shall refer to any person or entity who takes one or more of the following actions: (1) receives the Request for Proposals by email or direct mail; or (2) registers with CRIS Rural Mass Transit District as a prospective proposer.
- F. **RFP.** The term “RFP” means this Request for Proposals.
- G. **Government.** The term “Government” means both the United States of America federal government and the State of Illinois state government or any of its federal or state agencies.
- H. **Grantee.** The term “Grantee” means the CRIS Rural Mass Transit District. This language comes from the Agreement CRIS Rural Mass Transit District signed with the Illinois Department of Transportation for this project. Sections of that Agreement are shown here when required.
- I. **Grantor.** The term “Grantor” means the Illinois Department of Transportation. This language comes from the Agreement CRIS Rural Mass Transit District signed with the Illinois Department of Transportation for this project. Sections of that Agreement are shown here when required.

4. Schedule of Events

Event	Date
Issue Request for Proposals (RFP)	1/27/2020
Written request for interpretation due	2/10/2020
CRIS Rural Mass Transit District response to request for interpretation due	2/18/2020
Proposals due 2:00 p.m. CST	2/25/2020
CRIS Rural Mass Transit District reviews proposals	2/25/2020 – 3/23/2020
Approval of Contract by CRIS Rural Mass Transit District Board	4/29/2020
Notice to Proceed (approximate)	5/15/2020

CRIS Rural Mass Transit District may change the dates listed above upon written notice to all prospective proposers.

5. General Proposal Conditions

6.1 Notice of Informal Solicitation

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is an informal solicitation for proposals only. It is not intended and not construed to be an offer to enter into an agreement or to engage in formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation.

6.2 Disadvantaged Business Enterprise

CRIS Rural Mass Transit District affirmatively ensures that all Disadvantaged Business Enterprises, as the United States government defines, are given an opportunity to submit proposals responding to this invitation and will not knowingly discriminate against any bidder upon the grounds of gender, race, color, or natural origin in the consideration of the contract award. The successful Consultants and their Subconsultants, if any, will be required to comply with all applicable Federal and State Equal Opportunity laws and regulations.

There is no DBE participation goal for this project.

6.3 Method of Response

Responses to the RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

6.4 Acceptance of Terms and Conditions

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any subsequent Contract between the selected Consultant and CRIS Rural Mass Transit District.

6.5 False, Incomplete, or Unresponsive Statements

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be CRIS Rural Mass Transit District's responsibility and its judgment shall be final.

6.6 Clear and Concise Proposal

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of this Request for Proposals (RFP). Each proposal shall be submitted in the requested format and provide all pertinent information, including but not limited to information relating to capability, experience, financial resources, management structure, key personnel, and other information as specified in Section 8 and otherwise required in this RFP. A duly authorized officer of the company shall sign each proposal in ink.

7. Submission of Proposals

7.1 Proposal Receipt

Proposals in response to this RFP shall be considered received at the time when the addressee or designated agent actually received them. All proposals should be addressed, as follows:

Amy Brown, CEO
CRIS Rural Mass Transit District
615 East Voorhees Street
Danville, IL 61832

7.2 Other Communication

All other communication regarding this RFP should be directed to:

Amy Brown, CEO
CRIS Rural Mass Transit District
(217) 443-2287
peace@ruraltransits.org

7.3 Proposal Format

7.3.1 Hard Copy

CRIS Rural Mass Transit District must receive proposals, consisting of **one unbound original** and **one bound copy**, at its offices at 615 East Voorhees Street, Danville, Illinois 61832, directed as set forth in 7.1 above by **2:00 p.m. Central Time, on Tuesday, February 25, 2020**. CRIS Rural Mass Transit District shall consider proposals received after this specified date and time as late and shall not consider them for evaluation. CRIS Rural Mass Transit District shall send late proposals to the sender unopened.

Each proposal shall be in the form specified in this RFP and in a sealed envelope with outside markings stating: (1) **RFP 19-001** and (2) **DO NOT OPEN WITH REGULAR MAIL**, addressed as specified in Section 7.1.

7.3.2 Electronic Copy

An electronic copy must **also** be emailed to Amy Brown at peace@ruraltransits.org by **2:00 p.m. Central Time, on Tuesday, February 25, 2020.**

8. Required Elements of the Proposal

8.1 Overview

Proposers shall provide a written proposal which includes the required elements, both in content and sequence, set forth in this Section. A tabbed insert shall segregate and identify each section of the Proposal as described herein to identify each item that the Proposal is addressing. **CRIS Rural Mass Transit District may not consider a Proposal responsive if it modifies or fails to conform to the requirements set forth in this Section.**

8.1.1 Cover Letter

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the proposal; whether the organization is an individual, partnership, corporation or joint venture; and the name, address, and telephone number of the contact person who will be authorized to make representations for the organization.

8.1.2 Project Understanding

Proposers shall thoroughly describe their understanding of CRIS Rural Mass Transit District and the services they are to provide in response to this RFP. They should include whether their Project Team has staff sufficient enough to substitute or add people with suitable experience to this project, if necessary.

8.1.3 Statement of Qualifications and Experience

This Statement shall include, but not be limited to the following information:

8.1.3.1 Experience and Past Performance

Each Proposer shall describe the projects their agency and its Subconsultants, if any, have performed within the last 5 years in the United States that are similar to this RFP's scope of work. For each project, Proposers must furnish the name of the entity for whom they worked, the name of the entity's project manager, and a short narrative for each project that describes the project, outcome, and total cost.

8.1.3.2 Personnel

Proposers must describe how they shall structure the Project Team, including identification of all Consultant and Subconsultant personnel and their project roles. Proposers must also submit resumés for each Consultant or Subconsultant, if any, that shows their educational background, relevant training, and demonstrated, relevant work experience with projects similar to this RFP's scope of work.

8.1.4 Work Plan and Technical Approach

Proposers must present a work plan and timetable that includes the technical approach they shall use to address the scope of work set forth in **Exhibit A**. This should include the following:

- A discussion about how the Project Team will conduct each of the project's tasks in sufficient detail to demonstrate a clear understanding of this project. This discussion should identify all project deliverables and their expected delivery.
- A preliminary project schedule that shows the expected sequence of tasks, subtasks, and important milestones. The selected proposer, in consultation with CRIS Rural Mass Transit

District, will develop a detailed, final work plan and schedule after CRIS Rural Mass Transit District awards this project.

- A detailed staffing plan for each of this project's tasks and subtasks. Proposers shall identify all staff by name and the specific tasks for which the individual will be responsible. Proposers shall also include a roster of key personnel and a description of the Consultant's approach to managing resources and ensuring quality results.
- A description of the Subconsultants, if any, and their role and specific tasks.
- Identification of the Project Manager and his or her approach to managing the project to ensure completion within budget and schedule.
- The expected role of CRIS Rural Mass Transit District staff, including the time required for them to help the Project Team complete this project.

8.1.5 Proposed Budget

Proposers must include a budget by work activity as identified in Exhibit A. The budget shall include a breakout of personnel costs, support costs, and operational expenses.

This section shall include a full description of the expected expenditure of funds for the project as described in the RFP. The proposed cost shall include, but not be limited to, a summary of project cost by task and a line item budget by task and subtask (including billing rates).

8.1.6 References

The Proposer shall submit **four** references that can attest to the Project Team's experience and ability to perform projects similar to this one. CRIS Rural Mass Transit District will contact these four references and shall expect a timely response (within seven business days from CRIS Rural Mass Transit District's first contact.) If the reference does not or cannot provide this response, CRIS Rural Mass Transit District shall award 0 points for that reference. CRIS Rural Mass Transit District staff cannot be a reference for previous work.

If the Proposer submits more than four references, CRIS Rural Mass Transit District will only call the first four references that the Proposer lists.

9. Clarification and Amendment Process

9.1 Request for Interpretation or Clarification

A Proposer may submit a written request to CRIS Rural Mass Transit District for an interpretation or clarification of, or an addendum to, this RFP. CRIS Rural Mass Transit District must receive this request no later than **COB Monday, February 10, 2020**. However, proposers are encouraged to submit requests before this date. CRIS Rural Mass Transit District is not bound by any oral interpretations, clarifications, or changes made to this RFP by any CRIS Rural Mass Transit District representative. Any clarification or change to the RFP must be provided in writing pursuant to this Section.

9.1.1 CRIS Rural Mass Transit District Response

CRIS Rural Mass Transit District will review and prepare a written response to each proposer's request pursuant to this Section. CRIS Rural Mass Transit District's written determination will be mailed or otherwise furnished to all prospective proposers by **COB Tuesday, February 18, 2020**.

9.2 Addenda

CRIS Rural Mass Transit District reserves the right to modify or add to this RFP. If CRIS Rural Mass Transit District determines it is appropriate to revise any portion of this RFP, either at the request of a Proposer or upon CRIS Rural Mass Transit District's own initiative, CRIS Rural Mass Transit District will issue, and make available to all prospective Proposers, a written addendum setting forth this revision. Proposers shall acknowledge receipt of addenda by written notice thereof returned to CRIS Rural Mass Transit District. Where addenda require changes in the work to be performed under the Contract, the date set for receipt of proposals may be postponed by such number of days as CRIS Rural Mass Transit District determines are appropriate to enable prospective proposers to

revise their proposals.

10. General Requirements

10.1 Compliance with Registration Requirements

The Consultants and its Subconsultants, if any, shall: (a) be registered with the Federal SAM; (b) be in good standing with the Illinois Secretary of State, if applicable; and (c) have a valid DUNS number. It is the Consultant and Subconsultant's responsibility to remain current with these registrations and requirements. If the Consultant or Subconsultant's status regarding these requirements change, the Consultant must notify CRIS Rural Mass Transit District which will notify IDOT.

CRIS Rural Mass Transit District will check the debarment status of the consultant and Subconsultants, if any, on www.SAM.gov.

10.2 Costs Incurred by Proposer

Any costs that Proposers incur when responding to this RFP are at their expense. CRIS Rural Mass Transit District shall not reimburse them for these costs.

10.3 Cancellation of Procurement

CRIS Rural Mass Transit District reserves the right in its discretion to cancel this Request for Proposals in whole or in part.

10.4 Proposal Rejection

CRIS Rural Mass Transit District reserves the right in its discretion to accept or reject any and all proposals submitted in response to this RFP or to refuse to enter into any Contract resulting from any proposal submitted without expense to CRIS Rural Mass Transit District.

10.5 Proposal Withdrawal

The Proposer's authorized representative may modify or withdraw their proposal in person, or by written or email (peace@ruraltransits.org) notice to the person listed in Section 7.1 before the date and time set as the deadline for receipt of proposals. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written notices shall be received in CRIS Rural Mass Transit District's offices at the address listed in Section 7.1 no later than the date scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred twenty (120) calendar days.

10.6 Acceptance of Proposals

Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in Section 11 and to negotiation at CRIS Rural Mass Transit District's option. CRIS Rural Mass Transit District will then request Pre-Award Concurrence from the Illinois Department of Transportation before making an award for this study.

Upon CRIS Rural Mass Transit District's written acceptance of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final Contract documents. The written Contract shall bind the Proposer to furnish and deliver at the price and in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated. CRIS Rural Mass Transit District reserves the right to make the award under this RFP based upon the initial proposals submitted.

11. Evaluation

11.1 Evaluation of Proposals

CRIS Rural Mass Transit District's Consultant Selection Committee shall evaluate each of the responsive proposals on

the criteria shown in Section 11.2 below. This Committee shall recommend negotiating a Contract with the Proposer who best meets this RFP's overall objectives while providing the best value to CRIS Rural Mass Transit District.

11.2 Scoring Criteria

CRIS Rural Mass Transit District shall evaluate the proposals using the following scoring criteria:

<p>Firm's Qualifications</p> <ul style="list-style-type: none"> • Capability and experience of the firm and its Subconsultants, if any, in comparable previous projects. Ability of the firm and its Subconsultants, if any, to perform similar work within budget and time constraints. Quality of similar, finished projects. • Capabilities of the firm and its Subconsultants, if any, to perform all aspects of this project. • Relevant experience from other projects. The Proposer shall describe the firm and/or Subconsultant's experience on these projects that is related to this project. • Ability of the firm and its Subconsultants to substitute or add people with suitable experience to this project, if necessary. 	20%
<p>Staff Qualifications</p> <ul style="list-style-type: none"> • Academic and professional background of the individuals within the Consultant and Subconsultant's firms who shall work on this project. Sufficient depth of individual's experience on projects of similar size and scope. • Individuals' demonstrated experience with similar projects and demonstrated success with similar project roles. 	25%
<p>Analysis Methodology and Work Plan</p> <ul style="list-style-type: none"> • Demonstrated understanding of this project and adherence to this Request for Proposal's directions. Consultants should elaborate on the scope of work listed in this Request for Proposals, with special emphasis on those methods and products that improve or add to those CRIS Rural Mass Transit District already suggested. • Clear and concise narrative, logical and well-developed ideas, and overall attention to detail. • Successful cooperation of Consultants and their Subconsultants, if any, members on other projects • Sufficient number of people to realistically complete tasks. • Proper matching of experienced people to tasks. 	35%
<p>References</p> <p>The Proposer shall submit only four references that can attest to their experience and ability to perform projects similar to this one. CRIS Rural Mass Transit District will contact these four references and shall expect a timely response (within seven business days from CRIS Rural Mass Transit District's first contact). If the reference does not or cannot provide this response, CRIS Rural Mass Transit District shall award 0 points for that reference. CRIS Rural Mass Transit District staff cannot be a reference for previous work.</p>	10%
<p>Cost</p>	10%
<p>Total</p>	100%

11.3 Evaluation Committee

CRIS Rural Mass Transit District reserves the sole right to evaluate and select the successful proposer. CRIS Rural Mass Transit District's Evaluation Committee will evaluate all proposals in accordance with the criteria set forth in Section 11.2. The Evaluation Committee will score the proposals to develop a short list of qualified Proposers. If necessary, CRIS Rural Mass Transit District will invite the short-listed Proposers to make an oral presentation to the Evaluation Committee.

11.4 Contract Award

After completion of the oral presentations (if necessary), the Evaluation Committee shall recommend a Contract award based on the above scoring criteria to CRIS Rural Mass Transit District's Chief Executive Officer. After receiving the Chief Executive Officer's approval, CRIS Rural Mass Transit District shall submit the recommendation and other requested material to the Illinois Department of Transportation for Pre-Award Concurrence. CRIS Rural Mass Transit District shall enter into contract negotiations, if necessary, only after receiving Pre-Award Concurrence.

11.5 Contract Period

Contract period shall not exceed two years from Notice to Proceed.

11.6 Contract Negotiations

The highest-rated Proposer will be invited to negotiate the final scope of work, schedule, and fees with CRIS Rural Mass Transit District. If negotiations with the highest rated Proposer are not successful, CRIS Rural Mass Transit District reserves the right to negotiate with the next best-qualified Proposer.

11.7 Availability of Funding

The Contract is contingent upon and subject to the availability of sufficient funds. CRIS Rural Mass Transit District may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for the Contract have not been appropriated or otherwise made available to CRIS Rural Mass Transit District by the State or Federal funding source, (ii) the Governor of Illinois or the Illinois Department of Transportation reserves funds, or (iii) the Governor of Illinois or the Illinois Department of Transportation determines that funds will not or may not be available for payment. CRIS Rural Mass Transit District shall provide notice, in writing, to the Consultant of any such funding failure and its election to terminate or suspend the Contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of written notice unless otherwise indicated.

12. Protest Procedures

12.1 Protests

Any protest or objection to the Conditions and Specifications will be submitted for resolution to CRIS Rural Mass Transit District. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. CRIS Rural Mass Transit District will not consider a protest or objection if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations before proposal opening must be submitted to CRIS Rural Mass Transit District no later than seven (7) calendar days before the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to CRIS Rural Mass Transit District within five (5) days after notification of the apparent selected Proposer. The decision of CRIS Rural Mass Transit District's Protest Review Board is final. The Protest Review Board will consist of the CRIS Rural Mass Transit District Chief Executive Officer or her designee, CRIS Rural Mass Transit District's Associate Administrator, and the Legal Counsel for CRIS Rural Mass Transit District. CRIS Rural Mass Transit District will not consider any further appeals.

12.2 Protest Bond

Any proposer wishing to protest CRIS Rural Mass Transit District's award of a contract to another Proposer will be required to furnish, at its own expense, a protest bond in the amount of \$1,000.00 before CRIS Rural Mass Transit District will consider the protest. This protest bond will serve as the Proposer's guarantee of the validity and

accuracy of the protest. Failure to provide this bond may result in CRIS Rural Mass Transit District denying the bidder's protest. If the Protest Review Board denies the Proposer's protest, CRIS Rural Mass Transit District will use the bond to recover any costs and damages incurred because of the protest and any resulting delay in the delivery of the deliverables.

The bond will be either a cashier's check or certified check made payable to CRIS Rural Mass Transit District.

13. Civil Rights

13.1 Federal Nondiscrimination

The Grantee agrees to comply with, and assure the compliance by its third-party contractors and subconsultants, if any, under this Project, with all requirements of Federal nondiscrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq.; 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 et seq.; Federal Transit Law at 49 U.S.C. §5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," October 1, 2012.

13.2 Federal Equal Employment Opportunity

The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the FTA:

A. General Requirements—The Grantee agree as follows:

1. Discrimination Prohibited—in accordance with 42 U.S.C §2000e, 49 U.S.C. §5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies, including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375 "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.
2. EEO Program Incorporated by Reference—If the Grantee is required to submit and obtain approval of its EEO Program, the EEO Program approved by the Government is incorporated by reference and made a part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.
3. Age—In accordance with 49 U.S.C. §5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with the "Age Discrimination in Employment Act," (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.
4. Disabilities—In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

5. Sex—In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable, the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.
6. Language Proficiency—In accordance with Executive Order 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficiency Persons,” 70 Fed. Reg. 74087, December 14, 2005.

13.3 Illinois Human Rights Act

The Grantee shall comply with the “Equal Employment Opportunity Clause” required by the Illinois Department of Human Rights. It is understood that the term “contractor” shall also mean “Grantee”.

The Equal Opportunity Clause reads as follows and shall apply to the Project:

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

- A. 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 military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify any such underutilization.
- B. 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 DOHR’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.
- C. 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. 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 representatives of the Grantee’s obligations under the Illinois Human Rights Act and the DOHR’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, CRIS Rural Mass Transit District will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the DOHR’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects, comply with the Illinois Human Rights Act and the DOHR’s Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR’s Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and 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

agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or 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.

- H. In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.
- I. Sexual Harassment—The Grantee will have written harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6 101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.
- J. Disadvantaged Business Enterprise (“DBE”)—To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (“DBEs”) as follows:
1. The Grantee agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. §101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.
 2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE Program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its items shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§3801 et seq.
 3. The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:
 - a. “The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this (contract or agreement). Failure by the (contractor or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:
 - (i) Withholding monthly progress payments;
 - (ii) Assessing sanctions;
 - (iii) Liquidated damages; and/or
 - (iv) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).”

- b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

13.4 Disabilities

- A. Americans with Disabilities Act (ADA)—The Grantee shall comply with all applicable state and federal requirements under the ADA.
- B. Access Requirements for Individuals with Disabilities—The Grantee agrees to comply with 49 U.S.C. Section 5301(b)(6); 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, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq.; and the following regulations and any amendments thereto:
1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
 2. 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;
 3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 38 CFR Part 1192 and 49 CFR Part 38;
 4. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 6. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
 7. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
 8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
 9. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
 10. U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194.
- C. Over-the-Road Accessibility Program (OTRB)—The Grantee agrees to comply with the requirements of §3038 of TEA-21, as amended by §3007 of FAST ACT, 49 U.S.C. §5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles, 35 CFR Part 1192 and 49 CFR Part 38.

13.5 Confidentiality—Drug or Alcohol Abuse

To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§201 et seq., and any amendments thereto.

13.6 Transportation Infrastructure Finance and Innovation Act

The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds.

The Grantee agree to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

13.7 Vendor Registration with Illinois Department of Human Rights

CRIS Rural Mass Transit District shall check whether the Consultant and its Subconsultants are registered with the Illinois Department of Human Rights (IDHR), which ensures that the Consultant and its Subconsultants are not debarred or suspended pursuant to the Illinois Human Rights Act (775 ILCS 5/8-109 (A)(2)). These registrations appear on the IDHR website.

If the Consultant and/or its Subconsultant's are non-compliant with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts 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.

14. Lobbying and Related Laws and Regulations

14.1 Improper Influence

The Consultant and its Subconsultants, if any, certify that no grant funds have been paid or will be paid by or on CRIS Rural Mass Transit District's behalf to any person influencing or attempting to influence an officer or employee of any governmental agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee or a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan, or cooperative agreement. 31 USC 1352. Additionally, Consultants and its Subconsultants certify that they have filed the required certifications under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable with CRIS Rural Mass Transit District. CRIS Rural Mass Transit District shall forward these certifications to the Illinois Department of Transportation.

14.2 Federal Form LLL

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with the Contract, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

14.3 Lobbying Costs

The Consultant and its Subconsultants, if any, certify that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any indirect costs associated with the Contract, total lobbying costs shall be separately identified in the program budget, and thereafter treated as unallowable costs.

14.4 Procurement Lobbying

The Consultant warrants and certifies that it and, to the best of their knowledge, their Subconsultants have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Consultants and its Subconsultants from hiring the then-serving Governor's family members to lobby procurement activities of the State of Illinois, or any other unit of government in Illinois, including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

14.5 Subawards

The Consultant and Subconsultants, if any, must include the language of this Section 14 in their contracts for this project. The Consultant and Subconsultants, if any, are subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR 200, CRIS Rural Mass Transit District shall forward all disclosures by the Consultant and Subconsultants, if any, to the Illinois Department of Transportation.

15. Conflict of Interest

15.1 Required Disclosures

The Consultant and its Subconsultants, if any, must immediately disclose in writing any potential or actual Conflict of Interest to CRIS Rural Mass Transit District. CRIS Rural Mass Transit District shall in turn notify the Illinois Department of Transportation. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40 (b)(3).

15.2 Prohibited Payments

The Consultant and its Subconsultants, if any, agree that payments made by CRIS Rural Mass Transit District under the contract will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in the State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

15.3 Request for Exemption

The Consultant and its Subconsultants, if any, may request written approval from the Illinois Department of Transportation for an exemption from Paragraph 15.2. The Consultant and its Subconsultants, if any, acknowledges that the Illinois Department of Transportation is under no obligation to provide such exemption and that the Illinois Department of Transportation may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as the Illinois Department of Transportation may require.

16. Accounting and Access of Records and Project Monitoring

16.1 Eligible Costs

The Consultant and Subconsultant's costs shall be reimbursable as eligible costs to the extent they meet all of the following requirements:

- a. be made in conformance with the final approved scope of work, final approved budget, and other provisions of the Contract;
- b. be necessary in order to accomplish the Project;
- c. be reasonable in amount for the goods or services purchased;
- d. be actual net costs to the Consultant (or subconsultant, if any) (i.e. the price paid minus any refunds, rebates, or other items of value the Consultant (or subconsultant, if any) received that have the effect of reducing the cost actually incurred;
- e. be incurred (and be for work performed) after the date of the Contract, unless specific authorization from CRIS Rural Mass Transit District and the Illinois Department of Transportation to the contrary) is received;
- f. be in conformance with the standards for allowability of costs established by the Grantor;
- g. be satisfactorily documented; and
- h. be treated uniformly and consistently under accounting principles and procedures that CRIS Rural Mass Transit District approves or prescribes for its consultants and subconsultants.

16.2 Payment Applications

All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to CRIS Rural Mass Transit District and the Illinois Department of Transportation.

Consultant must include timesheets for all labor costs and itemized receipts for all eligible direct costs. The timesheets shall show the distribution of hours during the work period. This includes work on this project and work on other projects during the work period. The work on this project should be highlighted. The timesheets should have a written or electronic signature of the employee whose timesheet it is and that of his or her supervisor if any.

If an additional individual is added to the project to work under the Consultant or Subconsultant, a request must be submitted to CRIS Rural Mass Transit District with the individual's résumé. The Consultant and/or Subconsultants must receive approval from CRIS Rural Mass Transit District before incurring costs.

16.3 Method of Payment

Payment to the Consultant shall be made monthly from applications for payment that the Consultant submits to CRIS Rural Mass Transit District. CRIS Rural Mass Transit District shall issue payments in the form of a check.

16.4 Access to Third-Party Contract Records

The Consultant agrees to permit CRIS Rural Mass Transit District, the U.S. Department of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State of Illinois, or their authorized representatives, upon request to inspect all Project work, materials, payroll, and other data, and to audit the books, records, and accounts of the Consultant pertaining to the Project, as required by 49 U.S.C. §5325(g). The Consultant further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper project management as the Government determines. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant 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 Consultant agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

16.5 Termination

A. CRIS Rural Mass Transit 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, CRIS Rural Mass Transit District shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

B. If the Consultant fails to perform the services within the time specified in this Contract or any extension or if the Consultant fails to comply with any other provisions of this Contract, CRIS Rural Mass Transit District may terminate this Contract for default. CRIS Rural Mass Transit District shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. The Consultant will only be paid the Contract price for 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 Consultant 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 CRIS Rural Mass Transit District.

17. Environmental Requirements

The Consultant recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA) as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Consultant agrees to adhere to, and agrees to impose on its third-party subconsultant(s), if any, any such federal and state requirements as the Government may now or in the future promulgate. The Consultant expressly understands that the following list may not set forth all federal environmental requirements applicable to the Consultant and its Subconsultants, if any, and the Project, however, the Consultant agrees, minimally as follows:

17.1 Environmental Protection

To the extent applicable, the Consultant agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality Regulations, 40 CFR Parts 1500 et seq.; and the Joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. §138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

17.2 Clean Air

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

1. The Consultant agrees to comply with applicable requirements of Section 176 of the Clean Air Act, 42 U.S.C. §7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Consultant agrees to implement each air quality mitigation or control measure incorporated in the Project. The Consultant further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.
2. Since CRIS Rural Mass Transit District is an operator of a large public transportation bus fleet, the Consultant agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
3. The Consultant also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note. The Consultant agrees to report each violation to CRIS Rural Mass Transit District and understands and agrees that CRIS Rural Mass Transit District will, in turn, report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Wild and Scenic Rivers

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

17.4 Coastal Zone Management

To the extent applicable, the Consultant and its Subconsultants agree to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

17.5 Wetlands

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. §4321 note.

17.6 Floodplains

To the extent applicable, the Consultant and its Subconsultants, if any, shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. §4321 note.

17.7 Endangered Species and Fisheries Conservation

To the extent applicable, the Consultant and its Subconsultants shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

17.8 Clean Water Requirements

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to CRIS Rural Mass Transit District and understands and agrees that CRIS Rural Mass Transit District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.9 Energy Conservation

To the extent applicable, the Consultant and its Subconsultants shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

17.10 Environmental Justice

To the extent applicable, the Consultant and its Subconsultants shall comply with the policies of Executive Order No. 12898. "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note.

18. Intellectual Property

18.1 Patent Rights

a. In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Consultant or its Subconsultants, if any, is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultants or its Subconsultants, if any, agree to notify CRIS Rural Mass Transit District, the Illinois Department of Transportation, and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of the Consultant, its Subconsultants, if any, CRIS Rural Mass Transit District, the Illinois Department of Transportation, and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

b. The Consultant and its Subconsultants agree to include this Intellectual Property section in its contracts for planning, research, studies, development, or demonstration under this Project.

18.2

Rights in Data and Copyrights

a. The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

b. The following restrictions apply to all subject data first produced in the performance of the Contract:

(i) Except for its own internal use, the Consultant and its Subconsultants, if any, may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant and its Subconsultants, if any, authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) As authorized by 49 CFR Part 18.34 and 49 CFR Part 13.96, the Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

a) Any subject data developed under a grant, cooperative agreement, sub-grant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

b) Any rights of copyright to which a grantee or a third-party contractor purchases ownership with federal or state assistance.

(iii) When the Government provides assistance to a Grantee for a Project involving planning, research, development or a demonstration, it is generally FTA’s and the Illinois Department of Transportation’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA or the Illinois Department of Transportation determine otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (b)(2) of this Patent Rights section, the Government may make available to CRIS Rural Mass Transit District and/or any third-party contractor, or third-party subcontractor, either the Government’s license in any copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under that Project shall become data defined in subparagraph (ii)(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for CRIS Rural Mass Transit District’s use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

(iv) Unless prohibited by state law, the Consultant and its Subconsultants agree to indemnify, save, and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or its Subconsultants, if any, of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. However, the Consultant and its Subconsultants, if any, shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

(v) Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the CRIS Rural Mass Transit District, the Illinois Department of Transportation, and FTA under any patent.

(vi) The requirements of subparagraphs of paragraphs (b)(ii), (iii), and (iv) of this Patent Rights section do not apply to material furnished to CRIS Rural Mass Transit District, the consultant, and/or subconsultant and incorporated in the work carried out under the Contract, provided that such incorporated material is identified by the Consultant and/or Subconsultant at the time of delivery of such work.

19. Privacy

19.1 Privacy

Should the Consultant or its Subconsultants, if any, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. §5552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records. The Consultant and its Subconsultants, if any, shall protect said information in accordance with the requirements of these Acts.

19.2 Protection of Sensitive Security Information

To the extent applicable, the Consultant and its Subconsultants, if any, agree to comply with 49 U.S.C. §40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. §114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements, or guidelines that the federal government may issue.

20. Other Provisions

20.1 Contract Changes

Any proposed change in this contract shall be submitted to CRIS Rural Mass Transit District for their prior approval. CRIS Rural Mass Transit shall then seek concurrence from the Illinois Department of Transportation.

20.2 Subcontracts

The Contractor shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project, without prior written approval by an authorized representative of CRIS Rural Mass Transit District and the Illinois Department of Transportation, except where expressly provided otherwise in the Illinois Department of Transportation's guidelines, or where specifically approved in writing by the Illinois Department of Transportation. Each contract entered into by the Consultant must be approved by CRIS Rural Mass Transit District and the Illinois Department of Transportation before the Consultant executes such contract, except as provided in the Illinois Department of Transportation's guidelines. The contract shall be subject to the terms and conditions of the Agreement between CRIS Rural Mass Transit District and the Illinois Department of Transportation.

All requests for concurrence shall be submitted to CRIS Rural Mass Transit District for approval before submittal to IDOT.

20.3 Assignment

The Consultant and Subconsultants, if any, acknowledge that it may not sell, assign, or transfer the Contract and/or Subcontract, if any, in any manner, to include an assignment of the Consultant and/or Subconsultant's rights to receive payment, hereunder, and that any actual or attempted sale, assignment, or transfer by the Consultant and/or Subconsultant without the prior approval of CRIS Rural Mass Transit District and the Illinois Department of Transportation shall render the Contract and/or Subcontracts, if any, null, void, and of no further effect.

20.4 Ownership of Documents

CRIS Rural Mass Transit District shall retain ownership of all plans, specifications, and related documents.

20.5 Insurance

The Consultant agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Consultant from any claims for damages to property or for

bodily injury including death, which may arise from or in connection with the operations, actions, and/or inactions hereunder by the Consultant, or by anyone directly or indirectly employed by or associated with the Consultant, and the Consultant shall furnish CRIS Rural Mass Transit District with certificate(s) evidencing all such required insurance coverage, with CRIS Rural Mass Transit District named as an additional insured and protected party, where appropriate.

The cost of such insurance carried by the Consultant shall not be an item of eligible Project Cost.

20.6 No Government Obligations to Third Parties

IDOT and FTA shall not be subject to any obligations or liabilities by or to CRIS Rural Mass Transit District's consultants or its subconsultants or any other person not a party to this Contract in connection with the performance of this project, without its express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such consultants or subconsultant(s). The Contractor agrees to include this clause in each subcontract financed in whole or in part with federal and/or state assistance. It is further agreed that this clause shall not be modified, except to identify the subconsultant who will be subject to this provision.

20.7 False Statements or Claims/Civil and Criminal Fraud

The Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.

The Consultant 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 Consultant, to the extent the Federal Government deems appropriate.

The Consultant 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 subconsultant who will be subject to the provisions.

20.8 Debarment

The Consultant and its Subconsultants agree to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. §6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. CRIS Rural Mass Transit District has agreed to obtain certifications on Debarment and Suspension from its Consultants and Subconsultants.

20.9 Resolution of Disputes, Breaches, or Other Litigation

CRIS Rural Mass Transit District will pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and IDOT reserve the right to concur in any compromise or settlement of any third-party contract claim involving CRIS Rural Mass Transit District. CRIS Rural Mass Transit District will notify FTA and IDOT of any current or prospective major dispute pertaining to any third-party contract.

20.10 Changes to Federal Requirements

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives,

including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between CRIS Rural Mass Transit District and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Consultant's failure to so comply shall constitute a material breach of the Contract.

20.11 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, 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 Consultant shall not perform any act, fail to perform any act, or refuse to comply with any CRIS Rural Mass Transit District requests which would cause CRIS Rural Mass Transit District to be in violation of the FTA terms and conditions.

20.12 Substance and Alcohol Abuse/Drug Free Workplace

If applicable, the Consultant and its Subconsultants, if any, agree to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," regulation 49 CFR Part 655, that implement 49 U.S.C. § 5331.

20.13 Fly America

The Consultant and its Subconsultants, if any, shall comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

Exhibit A

Scope of Work

Services to be Provided

CRIS Rural Mass Transit District is looking to relocate to a larger administrative and operations facility since its ridership and services have been growing and are expected to grow further in the future. Since CRIS Rural Mass Transit is not sure what the facility should include, what size it should be, or where it should be located, CRIS Rural Mass Transit is seeking to hire Consultants and their Subconsultants, if any, to perform the following tasks to assess the amenities and services that it should have in its new administrative and operations facility.

1. The Consultants and their Subconsultants, if any, shall hold three kickoff meetings (one with the CRIS Rural Mass Transit District Project Team, one with this study's Technical Advisory Committee, and one with CRIS Rural Mass Transit District's Board of Directors. (CRIS Rural Mass Transit District shall identify the Technical Advisory Committee members.) At each of these meetings, the Consultants and their Subconsultants, if any, shall review overall objectives, the scope of services, coordination and communication protocols, the timetable, data requests, the extent and methods of public involvement, and other necessary items to begin the study process. The Consultants and their Subconsultants, if any, shall use this information to inform subsequent tasks.
2. The Consultants and their Subconsultants, if any, shall also hold several focus groups with CRIS Rural Mass Transit District employees and existing riders to learn more about CRIS Rural Mass Transit District's operations, including who regularly uses CRIS' services and CRIS' strengths and weaknesses. They shall also use these focus groups to elicit suggestions for improvement and/or growth.
2. The Consultants and their Subconsultants, if any, shall review CRIS Rural Mass Transit District's Growth Strategy Plan, the Human Services Transportation Plan, and the Public Transportation Service Plan.
3. The Consultants and their Subconsultants, if any, shall identify, collect, map, and analyze Vermilion County's relevant demographic and land use data to determine potential demand for CRIS Rural Mass Transit District's public transit services within the next 5-10 years and its effects on the location and functional needs of its new administrative and operations facility. This data shall include such factors as total population, population density, age, employment status, average household income, employment density, and the number of carless households.
4. The Consultants and their Subconsultants, if any, shall meet with other relevant stakeholders in Vermilion County to determine what services these stakeholders would like the CRIS Rural Mass Transit District and its new administrative and operations facility to provide in the next 5-10 years. CRIS Rural Mass Transit District shall evaluate these ideas in light of the demographic data and focus group information to determine if these ideas are supportable.
5. The Consultants and their Subconsultants, if any, shall talk to transit operators in neighboring counties in Illinois and Indiana as well as intercity bus carriers to determine if they have any future expansion plans that could impact operations at CRIS Rural Mass Transit District's new administrative and operations facility (e.g. create a need for a potential passenger waiting area with restrooms, a ticket booth, additional bus bays, and a park-and-ride).
6. The Consultants and their Subconsultants, if any, shall create and provide an editable copy of the Draft Background and Existing Conditions Report for CRIS Rural Mass Transit District and the Illinois Department of Transportation to review. This report shall summarize all of the information collected in Tasks 1-5. It shall help lay out the basis for this study's subsequent building and site requirements.

The Consultants and their Subconsultants, if any, shall incorporate all relevant comments into the Final Background and Existing Conditions Report and provide an electronic copy for CRIS Mass Transit District and the Illinois Department of Transportation.

7. Using the information previously collected in this study, the Consultants and their Subconsultants, if any, shall develop site and building requirements for CRIS Rural Mass Transit District's new administration and operations

facility and determine the potential impacts existing bus operations would have on traffic near the new administration and operations facility.

8. The Consultants and their Subconsultants, if any, shall identify three (3) potential sites using the site and building requirements in Task 7 to determine locations where CRIS Rural Mass Transit District's new administrative and operations facility would be physically, operationally, financially, and environmentally feasible.

9. The Consultants and their Subconsultants, if any, shall prepare a detailed Draft Memorandum outlining how each of the three potential sites identified in Task 7 could meet CRIS Rural Mass Transit District's needs and identify each of these site's advantages and disadvantages, including its potential costs and effects on CRIS Rural Mass Transit District's operations. The Consultants and their Subconsultants, if any, shall provide an editable copy of this Draft Memorandum for CRIS Rural Mass Transit District and the Illinois Department of Transportation to review.

The Consultants and their Subconsultants, if any, shall incorporate all relevant comments into the Final Memorandum and provide an electronic copy for CRIS Mass Transit District and the Illinois Department of Transportation.

10. The Consultants and their Subconsultants, if any, shall meet with CRIS Rural Mass Transit District to discuss the specific aspects of each of the identified program components, such as space requirements, adjacencies, and overall requirements for each programmatic component. The Consultants and their Subconsultants, if any, shall then provide CRIS Rural Mass Transit District with a preliminary site sketch for each of the three sites identified in Task 7. Each site sketch shall include the new administrative and operations facility, including a preliminary building footprint and space layout, a park-n-ride lot, and streetscape. The Consultants and their Subconsultants, if any, shall revise the preliminary site sketches reflecting relevant comments.

11. For the preferred site, the Consultants and their Subconsultants, if any, shall provide a more complete site sketch for the new administrative and operations facility, including the building footprint, space layout with each of the components shown, a park-n-ride lot, streetscape, utility connections, and storm water management. The Consultants and their Subconsultants, if any, shall prepare realistic estimates for each of the identified components and review this site sketch with CRIS Rural Mass Transit District and the Illinois Department of Transportation. The Consultants and their Subconsultants, if any, shall make revisions reflecting relevant comments and provide the final site sketch to CRIS Rural Mass Transit District and the Illinois Department of Transportation.

12. The Consultants and their Subconsultants, if any, shall estimate capital and recurrent operating costs for the proposed facility. For capital costs, CRIS Rural Mass Transit District shall include land acquisition, design, permitting, environmental remediation (if any), legal, escalation, and construction costs. For operating costs, the Consultants and their Subconsultants, if any, shall include utility and periodic and long-term maintenance costs.

13. The Consultants and their Subconsultants, if any, shall create a Draft Report and a Final Report incorporating all of the previous tasks. The Consultants and their Subconsultants, if any, shall present the Draft Report to the CRIS Rural Mass Transit District Project Team, this study's Technical Advisory Committee, and CRIS Rural Mass Transit District's Board of Directors. The Consultants and their Subconsultants, if any, shall give a presentation to this study's Technical Advisory Committee and CRIS Rural Mass Transit District's Board of Directors. The Consultants and their Subconsultants, if any, shall incorporate all relevant feedback into a Final Report for this study and provide CRIS Rural Mass Transit District with one electronic copy of the Final Report.

Contact Person

For questions about this RFP, please contact:

Amy Brown, Chief Executive Officer
CRIS Rural Mass Transit District
1-217-443-2287

DBE Participation Statement

1. Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

2. Work

Item	Description of Work	Quantity	Unit Price	Total
Total				

3. Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount below.

4. Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime consultant. The undersigned further understand that no changes to this statement may be made without prior approval from CRIS Rural Mass Transit District and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to **CRIS Rural Mass Transit District**.

Prime Consultant Signature

Title

Date

Contact Person

Phone

Firm Name

Address

DBE Firm Signature

Title

Date

Contact Person

Phone

Firm Name

Address

DBE Utilization Plan

1. Policy

It is public policy that disadvantageded businesses as defined in [49 CFR Part 26](#) and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently, the requirements of 49 CFR Part 26 apply to this contract.

2. Obligation

The consultant agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Consultant to verify that all DBEs must be on the Illinois Unified Certification DBE Directory prior to or at bidding.

3. Project and Bid Identification

Complete the following information concerning the project bid.

Prime Consultant:		Bid Due Date:		
Job Location:	Street	City	County	
CRIS Rural Mass Transit District,	615 E. Voorhees Street,	Danville	Vermilion	
Job Description:				
Total Bid Amount:		Contract DBE Goal:	Percentage	Dollar Amount
\$	-		0%	

4. Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if joint venture), hereby assure **CRIS Rural Mass Transit District** that on this project, my company: (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:
 - Disadvantaged Business Participation at _____ %
 - Attached is the signed participation statement (Form 2025), required by the Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:
 - Disadvantaged Business Participation at _____ %
 - The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort.
 - Attached is the signed participation statement (Form 2025), required by the Special Provision evidencing availability and use of each business participating in the plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company _____

By _____

Title _____

Date _____

**CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

49 CFR Part 29

Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its Principals, as defined at 49 CFR 29.995, or Affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFR 29.940 and 29.945. 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.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact that CRIS Rural Mass Transit District relies upon. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to, remedies available to CRIS Rural Mass Transit 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, Part C while this offer is valid and throughout the period of the 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.

Signature of Authorized Official

Title of Authorized Official

Date

**CERTIFICATION AND RESTRICTIONS ON LOBBYING
(for federal funding > \$100,000)**

I, _____-' hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Subrecipient)

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

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Subrecipient _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Contract Number _____ State Grant Number _____