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COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the City of East Peoria manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

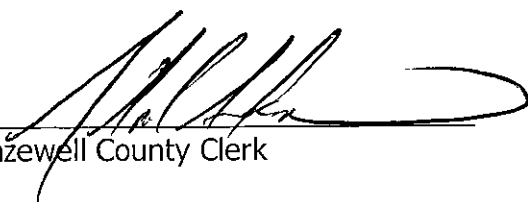
WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the grant amount of \$50,000.00 to the City of East Peoria.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Village of Morton manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

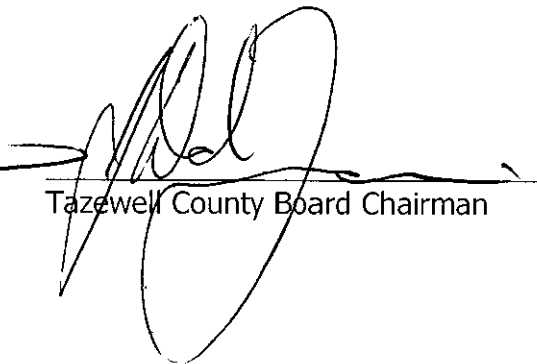
WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$23,175.00 to the Village of Morton.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Village of Creve Coeur manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

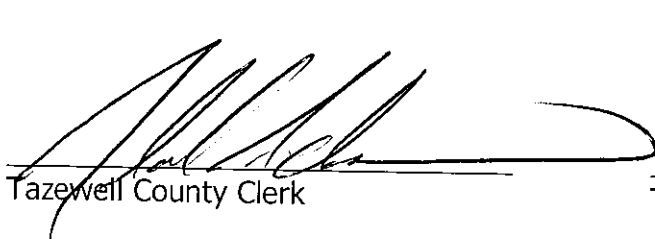
WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

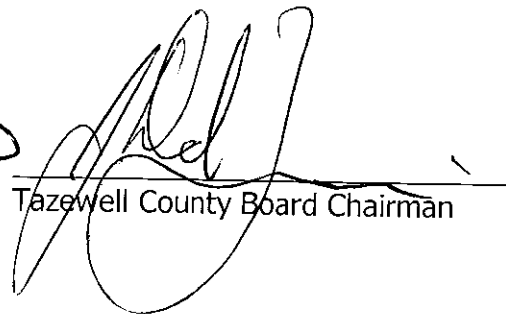
WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$17,500.00 to the Village of Creve Coeur.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the City of Pekin manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

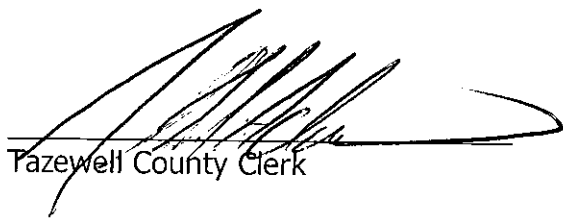
WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and


WHEREAS, the Health Services Committee recommends to the County to approve the grant amount of \$74,000.00 to the City of Pekin.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the City of Washington manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$25,796.28 to the City of Washington.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

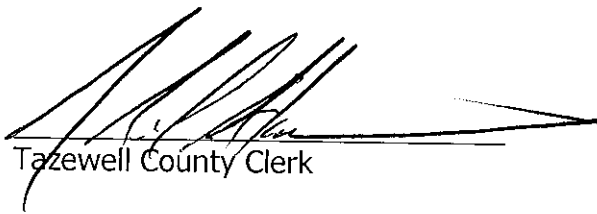
WHEREAS, the County's Health Services Committee recommends to the County Board to approve the expenditure of up to \$59,528.72 from the Solid Waste Fund; and

WHEREAS, said expenditure is to support and assist in recycling collection programs for the rural villages and townships participating during 2024.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

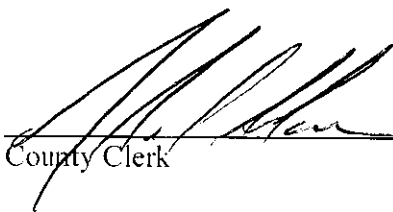
Groveland Road District, Section 19-08124-00-BR (Bridge Replacement on Unsicker Road over Dillon Creek): To Stark Excavating, Inc., in the amount of \$603,947.25 to be paid from TBP Funds, County Bridge Funds, and Groveland Road District local funds.


THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

Passed this 27th Day of March, 2024

ATTEST:


County Clerk


County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
DATE: March 18, 2024

Sheet 1 of 2

Unsicker Rd Bridge Replacement - Groveland Road District
Sec. 19-08124-00-BR

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Stark Excavating, Inc.		N.E. Finch Co.		Laverdiere Construction, Inc.	
						BID: \$	TOTAL	BID: \$	TOTAL	BID: \$	TOTAL
1	EARTH EXCAVATION	CU YD	370	\$ 20.00	\$ 7,400.00	\$ 38.00	\$ 14,060.00	\$ 29.00	\$ 10,730.00	\$ 41.00	\$ 15,170.00
2	CHANNEL EXCAVATION	CU YD	50	\$ 10.00	\$ 500.00	\$ 26.00	\$ 1,300.00	\$ 50.00	\$ 2,500.00	\$ 71.00	\$ 3,550.00
3	FURNISHED EXCAVATION	CU YD	180	\$ 25.00	\$ 4,500.00	\$ 42.00	\$ 7,560.00	\$ 61.00	\$ 10,980.00	\$ 55.00	\$ 9,900.00
4	TEMP EROS CONTR SEED	POUND	160	\$ 5.00	\$ 800.00	\$ 4.25	\$ 680.00	\$ 1.00	\$ 160.00	\$ 8.00	\$ 1,280.00
5	STONE RIPRAP CL A4	TON	445	\$ 75.00	\$ 33,375.00	\$ 98.50	\$ 43,832.50	\$ 118.00	\$ 52,510.00	\$ 120.00	\$ 53,400.00
6	FILTER FABRIC	SQ YD	550	\$ 3.00	\$ 1,650.00	\$ 4.00	\$ 2,200.00	\$ 3.00	\$ 1,650.00	\$ 4.00	\$ 2,200.00
7	AGGREGATE DITCH	TON	14	\$ 55.00	\$ 770.00	\$ 125.00	\$ 1,750.00	\$ 115.00	\$ 1,610.00	\$ 159.00	\$ 2,226.00
8	AGG BASE CSE B	TON	840	\$ 35.00	\$ 29,400.00	\$ 37.25	\$ 31,290.00	\$ 37.00	\$ 31,080.00	\$ 46.00	\$ 38,640.00
9	AGG SURF CSE B	TON	28	\$ 35.00	\$ 980.00	\$ 84.25	\$ 2,359.00	\$ 55.00	\$ 1,540.00	\$ 58.00	\$ 1,624.00
10	BIT MATLS PR CT	POUND	2,612	\$ 2.00	\$ 5,224.00	\$ 1.20	\$ 3,134.40	\$ 1.50	\$ 3,918.00	\$ 1.50	\$ 3,918.00
11	BIT MATLS TACK CT	POUND	820	\$ 2.00	\$ 1,640.00	\$ 2.25	\$ 1,845.00	\$ 2.50	\$ 2,050.00	\$ 2.70	\$ 2,214.00
12	HMA BC IL-19.0 N50	TON	160	\$ 160.00	\$ 25,600.00	\$ 160.00	\$ 25,600.00	\$ 175.00	\$ 28,000.00	\$ 184.00	\$ 29,440.00
13	HMA SC IL-9.5 C N50	TON	117	\$ 175.00	\$ 20,475.00	\$ 195.00	\$ 22,815.00	\$ 220.00	\$ 25,740.00	\$ 231.00	\$ 27,027.00
14	AGGREGATE SHLDS B 6	TON	540	\$ 20.00	\$ 10,800.00	\$ 24.00	\$ 12,960.00	\$ 20.00	\$ 10,800.00	\$ 22.00	\$ 11,880.00
15	REM EXIST STRUCT	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 53,550.00	\$ 53,550.00	\$ 45,000.00	\$ 45,000.00	\$ 20,000.00	\$ 20,000.00
16	CONC STRUCT	CU YD	30.2	\$ 1,000.00	\$ 30,200.00	\$ 1,200.00	\$ 36,240.00	\$ 1,100.00	\$ 33,220.00	\$ 1,062.00	\$ 32,072.40
17	P P CONC DK BM 27 DP	SQ FT	1800	\$ 90.00	\$ 162,000.00	\$ 115.00	\$ 207,000.00	\$ 120.00	\$ 216,000.00	\$ 129.00	\$ 232,200.00
18	REINF BARS. EPOXY CTD	POUND	3840	\$ 2.50	\$ 9,600.00	\$ 2.50	\$ 9,600.00	\$ 4.00	\$ 15,360.00	\$ 3.50	\$ 13,440.00
19	STEEL RAILING TY S1	FOOT	129	\$ 120.00	\$ 15,480.00	\$ 160.00	\$ 20,640.00	\$ 180.00	\$ 23,220.00	\$ 197.00	\$ 25,413.00
20	FUR M S PILE 12X0.250	FOOT	450	\$ 65.00	\$ 29,250.00	\$ 80.00	\$ 36,000.00	\$ 90.00	\$ 40,500.00	\$ 100.00	\$ 45,000.00
21	DRIVING PILES	FOOT	450	\$ 1.00	\$ 450.00	\$ 0.01	\$ 4.50	\$ 1.00	\$ 450.00	\$ 0.01	\$ 4.50
22	TEST PILE MET SHELLS	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 12,750.00	\$ 12,750.00	\$ 10,000.00	\$ 10,000.00	\$ 11,570.00	\$ 11,570.00
23	PILE SHOES	EACH	10	\$ 300.00	\$ 3,000.00	\$ 350.00	\$ 3,500.00	\$ 460.00	\$ 4,600.00	\$ 0.01	\$ 0.10
24	NAME PLATES	EACH	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
25	WATERPRF MEMBRANE SYS	SQ YD	205	\$ 55.00	\$ 11,275.00	\$ 60.00	\$ 12,300.00	\$ 62.00	\$ 12,710.00	\$ 93.00	\$ 19,065.00
26	PC MORTAR FAIRING CSE	FOOT	135	\$ 3.00	\$ 405.00	\$ 3.50	\$ 472.50	\$ 10.00	\$ 1,350.00	\$ 5.00	\$ 675.00
27	CONTR LOW-STRENG MATL	CU YD	60	\$ 80.00	\$ 4,800.00	\$ 130.00	\$ 7,800.00	\$ 135.00	\$ 8,100.00	\$ 215.00	\$ 12,900.00
28	TRAF BAR TERM T5A	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,725.00	\$ 6,900.00	\$ 1,900.00	\$ 7,600.00
29	SPBGR TY A 6FT POSTS	FOOT	25	\$ 120.00	\$ 3,000.00	\$ 36.00	\$ 900.00	\$ 41.00	\$ 1,025.00	\$ 39.00	\$ 975.00
30	TR BAR TRM T1 SPL TAN	EACH	4	\$ 3,500.00	\$ 14,000.00	\$ 3,200.00	\$ 12,800.00	\$ 3,680.00	\$ 14,720.00	\$ 4,568.00	\$ 18,272.00
31	TERMINAL MARKER - DA	EACH	4	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 58.00	\$ 232.00	\$ 62.00	\$ 248.00
32	PAINT PVT MK LINE 4	FOOT	131	\$ 2.00	\$ 262.00	\$ 3.85	\$ 504.35	\$ 20.00	\$ 2,620.00	\$ 24.00	\$ 3,144.00
33	SEEDING CL 2 SPL	ACRE	0.4	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,200.00	\$ 10,000.00	\$ 4,000.00	\$ 18,000.00	\$ 7,200.00
34	TRAF CONT-PROT BLR 21	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 17,000.00	\$ 17,000.00
35	CONSTRUCTION LAYOUT	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,650.00	\$ 5,650.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 2 of 2

Tazewell County DATE: March 18, 2024

Unsicker Rd Bridge Replacement - Groveland Road District
Sec. 19-08124-00-BR

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Knapp Concrete Contractors		Otto Baum Company, Inc.	
						BID: \$	TOTAL	BID: \$	TOTAL
1	EARTH EXCAVATION	CU YD	370	\$ 20.00	\$ 7,400.00	\$ 50.00	\$ 18,500.00	\$ 55.35	\$ 20,479.50
2	CHANNEL EXCAVATION	CU YD	50	\$ 10.00	\$ 500.00	\$ 50.00	\$ 2,500.00	\$ 22.08	\$ 1,104.00
3	FURNISHED EXCAVATION	CU YD	180	\$ 25.00	\$ 4,500.00	\$ 50.00	\$ 9,000.00	\$ 184.85	\$ 33,273.00
4	TEMP EROS CONTR SEED	POUND	160	\$ 5.00	\$ 800.00	\$ 20.00	\$ 3,200.00	\$ 7.37	\$ 1,179.20
5	STONE RIPRAP CL A4	TON	445	\$ 75.00	\$ 33,375.00	\$ 150.00	\$ 66,750.00	\$ 89.80	\$ 39,961.00
6	FILTER FABRIC	SQ YD	550	\$ 3.00	\$ 1,650.00	\$ 2.00	\$ 1,100.00	\$ 5.15	\$ 2,832.50
7	AGGREGATE DITCH	TON	14	\$ 55.00	\$ 770.00	\$ 200.00	\$ 2,800.00	\$ 138.10	\$ 1,933.40
8	AGG BASE CSE B	TON	840	\$ 35.00	\$ 29,400.00	\$ 25.00	\$ 21,000.00	\$ 40.44	\$ 33,969.60
9	AGG SURF CSE B	TON	28	\$ 35.00	\$ 980.00	\$ 75.00	\$ 2,100.00	\$ 110.18	\$ 3,085.04
10	BIT MATLS PR CT	POUND	2,612	\$ 2.00	\$ 5,224.00	\$ 1.00	\$ 2,612.00	\$ 1.23	\$ 3,212.76
11	BIT MATLS TACK CT	POUND	820	\$ 2.00	\$ 1,640.00	\$ 2.00	\$ 1,640.00	\$ 2.36	\$ 1,935.20
12	HMA BC IL-19.0 N50	TON	160	\$ 160.00	\$ 25,600.00	\$ 225.00	\$ 36,000.00	\$ 161.32	\$ 25,811.20
13	HMA SC IL-9.5 C N50	TON	117	\$ 175.00	\$ 20,475.00	\$ 225.00	\$ 26,325.00	\$ 202.06	\$ 23,641.02
14	AGGREGATE SHLDS B 6	TON	540	\$ 20.00	\$ 10,800.00	\$ 18.00	\$ 9,720.00	\$ 20.35	\$ 10,989.00
15	REM EXIST STRUCT	SQ YD	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 63,228.48	\$ 63,228.48
16	CONC STRUCT	EACH	30.2	\$ 1,000.00	\$ 30,200.00	\$ 1,500.00	\$ 45,300.00	\$ 1,231.03	\$ 37,177.11
17	P P CONC DK BM 27 DP	CU YD	1800	\$ 90.00	\$ 162,000.00	\$ 140.00	\$ 252,000.00	\$ 115.44	\$ 207,792.00
18	REINF BARS, EPOXY CTD	SQ FT	3840	\$ 2.50	\$ 9,600.00	\$ 3.00	\$ 11,520.00	\$ 4.58	\$ 17,587.20
19	STEEL RAILING TY S1	POUND	129	\$ 120.00	\$ 15,480.00	\$ 175.00	\$ 22,575.00	\$ 158.89	\$ 20,496.81
20	FUR M S PILE 12X0.250	FOOT	450	\$ 65.00	\$ 29,250.00	\$ 85.00	\$ 38,250.00	\$ 146.62	\$ 65,979.00
21	DRIVING PILES	FOOT	450	\$ 1.00	\$ 450.00	\$ 2.00	\$ 900.00	\$ 0.01	\$ 4.50
22	TEST PILE MET SHELLS	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 26,873.72	\$ 26,873.72
23	PILE SHOES	EACH	10	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00	\$ 504.87	\$ 5,048.70
24	NAME PLATES	EACH	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 995.61	\$ 995.61
25	WATERPRF MEMBRANE SYS	SQ YD	205	\$ 55.00	\$ 11,275.00	\$ 150.00	\$ 30,750.00	\$ 56.49	\$ 11,580.45
26	PC MORTAR FAIRING CSE	FOOT	135	\$ 3.00	\$ 405.00	\$ 15.00	\$ 2,025.00	\$ 37.62	\$ 5,078.70
27	CONTR LOW-STRENG MATL	CU YD	60	\$ 80.00	\$ 4,800.00	\$ 160.00	\$ 9,600.00	\$ 129.29	\$ 7,757.40
28	TRAF BAR TERM T5A	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,966.25	\$ 7,865.00
29	SPBGR TY A 6FT POSTS	FOOT	25	\$ 120.00	\$ 3,000.00	\$ 45.00	\$ 1,125.00	\$ 34.28	\$ 857.00
30	TR BAR TRM T1 SPL TAN	EACH	4	\$ 3,500.00	\$ 14,000.00	\$ 4,000.00	\$ 16,000.00	\$ 3,076.92	\$ 12,307.68
31	TERMINAL MARKER - DA	EACH	4	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 53.14	\$ 212.56
32	PAINT PVT MK LINE 4	FOOT	131	\$ 2.00	\$ 262.00	\$ 17.00	\$ 2,227.00	\$ 3.19	\$ 417.89
33	SEEDING CL 2 SPL	ACRE	0.4	\$ 10,000.00	\$ 4,000.00	\$ 12,500.00	\$ 5,000.00	\$ 9,937.53	\$ 3,975.01
34	TRAF CONT-PROT BLR 21	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 12,652.98	\$ 12,652.98
35	CONSTRUCTION LAYOUT	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 13,205.78	\$ 13,205.78

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board, the City of Marquette Heights, Illinois, and the Illinois Department of Transportation, accepted the following low bid:

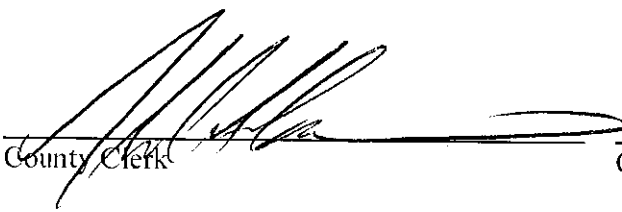
Section 20-00009-00-BR (Superstructure Replacement on FAU 6716 LaSalle Blvd. over Little Lick Creek): To Stark Excavating, Inc., in the amount of \$564,694.00 to be paid 50% from County Bridge Funds, Line Item 214-400-5581, and 50% from City of Marquette Heights Motor Fuel Tax/Rebuild Illinois Funds.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

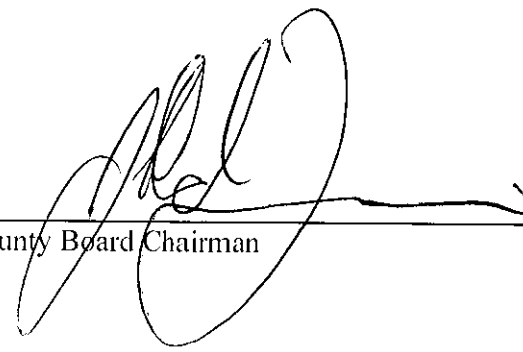
BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, Chairman of the Transportation Committee, the City of Marquette Heights and County Engineer of this action.

Passed this 27th Day of March, 2024

ATTEST:



County Clerk



County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Tazewell County DATE: March 18, 2024

F.A.U. 6716 (LaSalle Boulevard) - City of Marquette Heights
Sec. 20-00009-00-BR

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Stark Excavating, Inc.		Knapp Concrete Contractors	
						BID: \$	TOTAL	BID: \$	TOTAL
1	EARTH EXCAVATION	CU YD	205	\$ 30.00	\$ 6,150.00	\$ 62.00	\$ 12,710.00	\$ 50.00	\$ 10,250.00
2	PERIMETER EROS BAR	FOOT	508	\$ 8.00	\$ 4,064.00	\$ 4.50	\$ 2,286.00	\$ 8.00	\$ 4,064.00
3	INLET & PIPE PROTECT	EACH	1	\$ 300.00	\$ 300.00	\$ 175.00	\$ 175.00	\$ 250.00	\$ 250.00
4	INLET FILTERS	EACH	3	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 700.00	\$ 2,100.00
5	AGG SUBGRADE IMPROVE	TON	446	\$ 40.00	\$ 17,840.00	\$ 63.00	\$ 28,098.00	\$ 60.00	\$ 26,760.00
6	PCC PVT 10 JOINTED	SQ YD	406	\$ 90.00	\$ 36,540.00	\$ 150.00	\$ 60,900.00	\$ 95.00	\$ 38,570.00
7	PAVEMENT REMOVAL	SQ YD	414	\$ 25.00	\$ 10,350.00	\$ 20.00	\$ 8,280.00	\$ 25.00	\$ 10,350.00
8	COMB CURB GUTTER REM	FOOT	431	\$ 15.00	\$ 6,465.00	\$ 6.00	\$ 2,586.00	\$ 25.00	\$ 10,775.00
9	PAVT PATCH T2 10	SQ YD	6	\$ 200.00	\$ 1,200.00	\$ 465.00	\$ 2,790.00	\$ 1,100.00	\$ 6,600.00
10	REM EXIST SUP-STR	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 26,725.00	\$ 26,725.00	\$ 62,000.00	\$ 62,000.00
11	PIPE CULVERT REMOVAL	FOOT	10	\$ 50.00	\$ 500.00	\$ 35.00	\$ 350.00	\$ 300.00	\$ 3,000.00
12	CONC SUP-STR	CU YD	62.6	\$ 1,750.00	\$ 109,550.00	\$ 2,400.00	\$ 150,240.00	\$ 2,250.00	\$ 140,850.00
13	BRIDGE DECK GROOVING	SQ YD	98	\$ 25.00	\$ 2,450.00	\$ 42.00	\$ 4,116.00	\$ 80.00	\$ 7,840.00
14	PROTECTIVE COAT	SQ YD	135	\$ 7.50	\$ 1,012.50	\$ 15.00	\$ 2,025.00	\$ 6.00	\$ 810.00
15	REINF BARS, EPOXY CTD	POUND	17,730	\$ 2.00	\$ 35,460.00	\$ 1.85	\$ 32,800.50	\$ 3.00	\$ 53,190.00
16	BAR SPLICERS	EACH	74	\$ 50.00	\$ 3,700.00	\$ 80.00	\$ 5,920.00	\$ 150.00	\$ 11,100.00
17	STEEL RAILING, TYPE CO-10	FOOT	52	\$ 400.00	\$ 20,800.00	\$ 320.00	\$ 16,640.00	\$ 550.00	\$ 28,600.00
18	NAME PLATES	EACH	1	\$ 700.00	\$ 700.00	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00
19	P CUL CL D 2 18	FOOT	10	\$ 75.00	\$ 750.00	\$ 100.00	\$ 1,000.00	\$ 400.00	\$ 4,000.00
20	INLETS TA T3V F&G	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 2,500.00	\$ 2,500.00
21	REMOVING INLETS	EACH	1	\$ 750.00	\$ 750.00	\$ 350.00	\$ 350.00	\$ 990.00	\$ 990.00
22	COMB C&G TB6.12	FOOT	229	\$ 65.00	\$ 14,885.00	\$ 99.00	\$ 22,671.00	\$ 80.00	\$ 18,320.00
23	COMB C&G TB9.24	FOOT	197	\$ 90.00	\$ 17,730.00	\$ 115.00	\$ 22,655.00	\$ 105.00	\$ 20,685.00
24	TRAF BAR TERM T14	EACH	2	\$ 6,500.00	\$ 13,000.00	\$ 7,250.00	\$ 14,500.00	\$ 9,000.00	\$ 18,000.00
25	TR BAR TRM T1 SPL TAN	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 4,200.00	\$ 8,400.00	\$ 6,500.00	\$ 13,000.00
26	MOBILIZATION	L SUM	1	\$ 25,000.00	\$ 25,000.00	\$ 33,500.00	\$ 33,500.00	\$ 20,000.00	\$ 20,000.00
27	TEMP PVT MK L4 PNT	FOOT	2,616	\$ 1.00	\$ 2,616.00	\$ 3.00	\$ 7,848.00	\$ 2.00	\$ 5,232.00
28	TEMP PVT MK L24 PNT	FOOT	50	\$ 3.00	\$ 150.00	\$ 17.00	\$ 850.00	\$ 15.00	\$ 750.00
29	TEMP CONC BARRIER	FOOT	225	\$ 30.00	\$ 6,750.00	\$ 50.00	\$ 11,250.00	\$ 200.00	\$ 45,000.00
30	REL TEMP CONC BARRIER	FOOT	225	\$ 10.00	\$ 2,250.00	\$ 14.00	\$ 3,150.00	\$ 30.00	\$ 6,750.00
31	IMP ATTN TEMP NRN TL2	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,200.00	\$ 10,400.00
32	IMP ATTN REL NRN TL2	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,050.00	\$ 2,100.00	\$ 1,750.00	\$ 3,500.00
33	TERMINAL MARKER - DA	EACH	2	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
34	GRDRAIL REF TYPE A	EACH	8	\$ 15.00	\$ 120.00	\$ 9.00	\$ 72.00	\$ 10.00	\$ 80.00
35	PVMT MRKG REM WTR BL	SQ FT	971	\$ 5.00	\$ 4,855.00	\$ 9.50	\$ 9,224.50	\$ 10.00	\$ 9,710.00
36	CONC MEDIAN SURF REM	SQ FT	300	\$ 10.00	\$ 3,000.00	\$ 3.50	\$ 1,050.00	\$ 10.00	\$ 3,000.00
37	CONCRETE CURB TRANSITION	FOOT	20	\$ 60.00	\$ 1,200.00	\$ 3.50	\$ 2,400.00	\$ 100.00	\$ 2,000.00
38	CONC MED SURF 8	SQ FT	300	\$ 20.00	\$ 6,000.00	\$ 16.00	\$ 4,800.00	\$ 20.00	\$ 6,000.00
39	TRAF CONT & PROT SPL	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 22,500.00	\$ 22,500.00
40	TEMP BR TRAF SIG SPL	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 16,200.00	\$ 16,200.00
41	SEEDING (COMPLETE)	SQ YD	303	\$ 5.00	\$ 1,515.00	\$ 4.00	\$ 1,212.00	\$ 8.00	\$ 2,424.00
42	CONCRETE COLLAR	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00
43	STR REP CON DP = < 5	SQ FT	37	\$ 300.00	\$ 11,100.00	\$ 260.00	\$ 9,620.00	\$ 425.00	\$ 15,725.00
44	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, bids were publicly opened and read by the County Engineer on the 18th Day of March, 2024 for Section 21-00000-06-MG(Automotive Repair Shop and attached Office Renovation); and

WHEREAS, deficiencies existed in the bidding documents received; and

WHEREAS, IDOT and the County Engineer recommend rejection of all bids and receiving new bids in order to protect the integrity of the bidding process and best serve the public interest; and

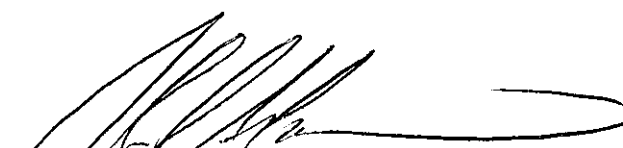
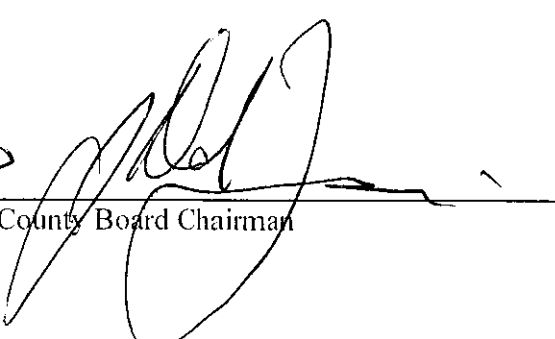
WHEREAS, THE Transportation Committee recommends that the County Board reject all bids and authorize the County Engineer to receive new bids;

THEREFORE BE IT RESOLVED that the County Board approve said recommendation of the Transportation Committee;

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

Passed this 27th Day of March, 2024

ATTEST:

 <hr/> County Clerk	 <hr/> County Board Chairman
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**COMMITTEE REPORT
LU-24-03
(ZBA Case No. 24-07-A)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 153, Wind Energy Code of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

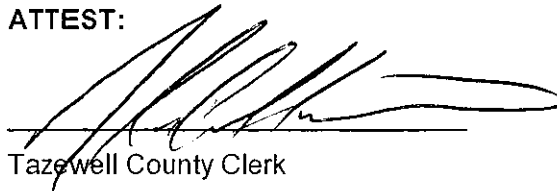
NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this 27th day of March, 2024.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 153
ZONING CODE OF TAZEWEILL COUNTY**

Proposed Amendment No. 66
(Zoning Board Case No. 24-07-A)

WHEREAS, an Amendment to the Tazewell County Wind Energy Code hereinafter was previously referred by the TAZEWEILL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held March 5, 2024, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby accepted by this Board as the reason for approving the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS:

SECTION 1

§ 153.05 DESIGN AND INSTALLATION

Lighting.

Lighting for the towers **and all supporting structures** shall be constructed only in accordance with the requirements and standards of the FAA compliant with §157.056 and any other required regulatory authority in an effort to minimize the visual impact of the structures.

To the extent that FAA regulations require lighting of the project, the Applicant shall seek FAA approval for Aircraft Detection Lighting Systems ("ADLS") or other similar technology to reduce light pollution and visual impacts caused by the WECS Towers. If available and approved, the Applicant shall install ADLS or similar technology. Otherwise, the Applicant shall utilize the minimum available lighting that is compliant with the applicable FAA regulations.

Drainage Tile.

Notwithstanding any other provision of law, a facility owner with siting approval to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the **facility owner or their designee due to** the construction **maintenance and/or** deconstruction of the commercial wind energy facility within a reasonable time ~~after construction of the commercial wind energy facility~~ **following completion of such activity.**

SECTION 2

§ 153.06 OPERATION AND MAINTENANCE.

Annual Inspection Report.

~~Every WECS project must be inspected annually by an authorized factory representative or technician with a specialized training in wind farm operation, to certify that it is in good working condition and not a hazard to the public. Said reports shall be retained and made available to the County upon request for inspection.~~

On an annual basis, following the commencement of commercial operation, the facility owner or their designee shall annually submit to Community Development an inspection report, prepared by a factory representative or technician with specialized training in wind farm operation, certifying that it each WECS is in good working condition and not a hazard to the public. The report shall contain the name of the inspector, the inspection date, and the outcome of the inspection. If the outcome includes a recommendation for maintenance, the report should also describe any corrective action taken, or expected to be taken.

Waste

All solid wastes, whether generated from supplies, equipment parts, packaging, operation or maintenance of the WECS, including old parts and equipment, shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the WECS including, - but not limited to, lubricating materials, shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.

SECTION 3

§ 153.09 LIABILITY INSURANCE.

The owner or operator of the WECS shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$ ~~5,000,000.00~~ **\$10,000,000** per occurrence and \$~~10,000,000.00~~ **\$30,000,000** in the aggregate, with an annual Certificate of Insurance being provided to the County, with the County being added as an additional insured, with the designation of primary and noncontributory. Provide certificate of insurance and include the County as an additional insured.

SECTION 4

§ 153.10 DECOMMISSIONING PLAN.

8. Access Road(s) (unless Landowner requests in writing and a copy of which must be submitted to Community Development, that the access road is to remain);

11. Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan, **to include the end of life cost estimate of decommissioning, and required financial assurance. The cost estimate shall be phased over the life of the project and increases at the inflation rate of the higher of either 2.5% or the average inflation rate of CPI-U of the three prior calendar years, at the time of approval. The base estimate should not be more than 12 months old at the time of consideration.**

Financial Assurance to cover the estimated costs **of end of life** decommissioning of the Commercial Wind Energy Facility shall be at ~~one hundred percent (100%)~~ **ten percent (10%)** of the cost estimate submitted and approved by the County **on or before the first anniversary of the Commercial Operation Date of the Facility.** Financial assurance shall be made in the form of a surety or like bond and ~~revaluated every four (4) years for economic relevance~~ **on or before the sixth anniversary of the Commercial Operation Date, the Financial Assurance shall increase to fifty percent (50%) of the end of life decommissioning cost included in the approved Plan.** **Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the Plan and associated cost estimate. On or before the eleventh anniversary of the Commercial Operation Date, and every five years thereafter, the Financial Assurance shall be increased to one hundred percent (100%) of the end of life decommissioning cost, based upon the most recently re-evaluated version of the Plan. All bond issuers must maintain an A+ rating by AM Best for viability and consideration of the County Board.** Said revaluation must be performed **certified** by an independent third party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner. ~~Based on any revaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages.~~ After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning

plan.

Any areas of decommissioning not specifically addressed herein or conflicting with the Department of Agriculture’s Agricultural Impact Mitigation Agreement shall adhere to the “Agreement” filed with the State of Illinois.

SECTION 5

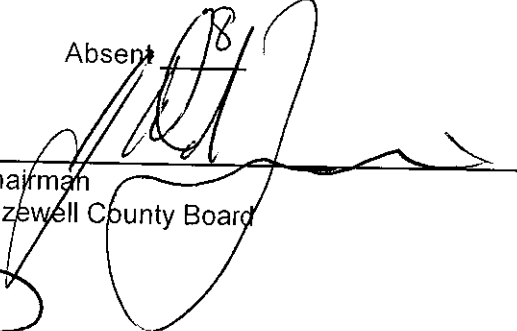
§153.04 SPECIAL USE REQUIREMENTS

WECS and related substations are permitted only in the A-1, A-2, **CONS**, I-1 and I-2 zoning districts by special use upon approval by the Tazewell County Board.


WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 27th day of March, 2024.

Ayes 13 Nays 0 Absent 8



Chairman
Tazewell County Board

ATTEST:


County Clerk
Tazewell County, Illinois

**COMMITTEE REPORT
LU-24-04
(ZBA Case No. 24-08-A)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N


WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 156, Solar Energy Code of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

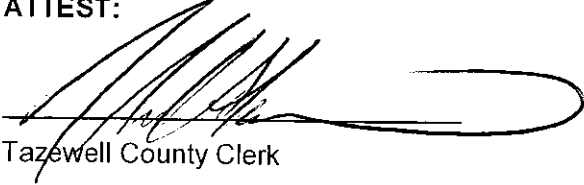
NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this 21st day of March, 2024.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 156
ZONING CODE OF TAZEWELL COUNTY**

Proposed Amendment No. 67
(Zoning Board Case No. 24-08-A)

WHEREAS, an Amendment to the Tazewell County Solar Energy Code hereinafter was previously referred by the TAZEWELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held March 5, 2024, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby accepted by this Board as the reason for approving the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION 1

§ 156.06 COMMERCIAL ENERGY FACILITY

(B) The following information shall also be submitted as part of the building permit application:

(2) *Setbacks.*

(e) The requirements set forth in this subsection may be waived subject to the ~~written consent of the owner of each affected nonparticipating property.~~ a

Variance approval of the Tazewell County Board.

- (9) Waste. All solid wastes, whether generated from supplies, equipment parts, packaging, operation or maintenance of the WECS-facility, including old parts and equipment, shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the WECS-facility including, but not limited to, lubricating materials, shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.
- (10) Drainage Tile. Notwithstanding any other provision of law, a facility owner with siting approval from a county to construct a commercial wind energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of any damage to the drainage system, in a manner that assures the tile line's proper operation at the point of repair, caused by the facility owner or their designee due to the construction maintenance and/or deconstruction of the commercial wind energy facility within a reasonable time ~~after construction of the commercial wind energy facility~~ following completion of such activity.
- (11) Decommissioning Plans and Financial Assurance of Commercial Solar Energy Facilities
- (c) Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan ~~and required financial assurance,~~ to include the end of life cost estimate of decommissioning. The cost estimate shall be phased over the life of the project and increases at the inflation rate of the higher of either 2.5% or the average inflation rate of CPI-U of the three prior calendar years, at the time of approval. The base estimate should not be more than 12 months old at the time of consideration.

Financial Assurance to cover the estimated costs of end of life of decommissioning of the Commercial Solar Energy Facility shall be at ~~one hundred percent (100%)~~ ten percent (10%) of the cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility. Financial assurance shall be made in the form of a surety or like bond and ~~revaluated every four (4) years for economic relevance.~~ on or before the sixth anniversary of the Commercial Operation Date, the Financial Assurance shall increase to fifty percent (50%) of the end of life decommissioning cost included in the approved Plan. Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the Plan and associated cost estimate. On or before the eleventh anniversary of the Commercial Operation Date, and every five years thereafter, the Financial Assurance shall be increased to one hundred percent (100%) of the end of life decommissioning cost, based upon the most recently re-evaluated version of the Plan. All bond issuers must maintain an A+ rating by AM Best for viability and consideration of the County Board. Said revaluation must be performed by a certified independent third party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner. ~~Based on any revaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages. After all available decommissioning funds have been utilized the property owner of record is responsible for any remaining cost to complete the decommissioning plan.~~

Any areas of decommissioning not specifically addressed herein or conflicting with the Department of Agriculture's Agricultural Impact Mitigation Agreement shall adhere to the "Agreement" filed with the State of Illinois.

SECTION 2

§ 156.06 COMMERCIAL ENERGY FACILITY

(A) A solar energy conversion facility equal to or greater than 500 Energy Facility (Facility) kilowatts in total nameplate capacity and that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a special use in A-1, A-2, **CONS**, I-1 and I-2 zoning and shall comply with all special use requirements for a Class A Special Use request, as specified in the Tazewell County Zoning Code.

(1) Special Use Requirements

(b) The County Board shall have final approval of all special use requests for the purpose of siting Solar and related substations and may only be placed in A-1 and, A-2, **CONS**, I-1 and I-2 zoning districts.

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 27 day of March, 2024.

Ayes 13

Nays 0

Absent 0

Chairman
Tazewell County Board

ATTEST:

County Clerk
Tazewell County, Illinois

**COMMITTEE REPORT
LU-24-05
(ZBA Case No. 24-09-A)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Amendment be approved by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

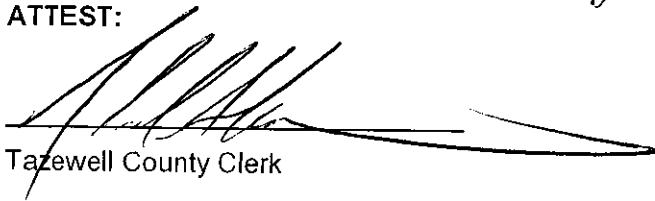
NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify American Legal Publishing Corporation and Jaclynn Workman, the Tazewell County Community Development Administrator of this action.

Adopted this 27 day of March, 2024.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV, CHAPTER 157
ZONING CODE OF TAZEVELL COUNTY**

Proposed Amendment No. 68
(Zoning Board Case No. 24-09-A)

WHEREAS, an Amendment to the Tazewell County Zoning Code hereinafter was previously referred by the TAZEVELL COUNTY LAND USE COMMITTEE to the Zoning Board of Appeals for hearing; and

WHEREAS, a public hearing on said Amendment was held March 5, 2024, following due publication of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to this Board recommending approval; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*
2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

which findings of fact are hereby accepted by this Board as the reason for approving the Amendment hereinafter authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEVELL COUNTY, ILLINOIS:

SECTION 1

5 DISTRICT REGULATIONS AND STANDARDS

§ 157.056 OUTDOOR LIGHTING.

The following restrictions shall apply to any outdoor lighting located in any district and should serve to protect against excessive glare and light spilling over to neighboring properties.

- (A) All outdoor lighting for non-residential uses shall be located, screened, or shielded so that neighboring properties ~~located in residential districts~~ are not illuminated.

(G) Nothing in this section is intended to negate any other State or Federal requirements.

SECTION 2

25 SPECIAL USES

§ 157.446 IMPLEMENTATION AND CESSATION.

- (A) If a **Class B** special use that has been granted is not implemented according to the plans as presented and approved within one year from the date of approval by the ZBA, such special use shall be rescinded by the Community Development Administrator. **If a permit has not been issued for a Class A special use, as approved by the Tazewell County Board, within two years from the date of final approval, the special use shall be considered expired.**

SECTION 3

§ 157.446 IMPLEMENTATION AND CESSATION

- (B) A special use about to expire may be extended ~~for a year~~ **for the original approval period** by application for renewal through written request of said special use to the Zoning Board of Appeals **for Class B requests and by written request to the County Board for all Class A requests. The request for extension is only applicable** if there are no changes proposed from the initial approval **and the original request is compliant with the current code for which the request is being made. Additionally, the request for extension must be submitted and the decision rendered prior to the expiration of the original approval, otherwise the petitioner must submit a new application. The fee for a request for extension shall be the same as the original request and shall also include the cost of publication.** If changes are proposed aside from a request for extension the original application, the request shall be considered a new request and the application process shall be in accordance with the requirements of §157.480 through 157.492

SECTION 4

§ 157.480 APPLICATION.

- (A) Applications for any amendment, variance, or special use shall be filed **and the original copy retained** in the office of the Community Development Administrator. ~~The original copy of such applications shall be retained by the Community Development Administrator and a copy shall be filed with the County Clerk's office.~~ If such application

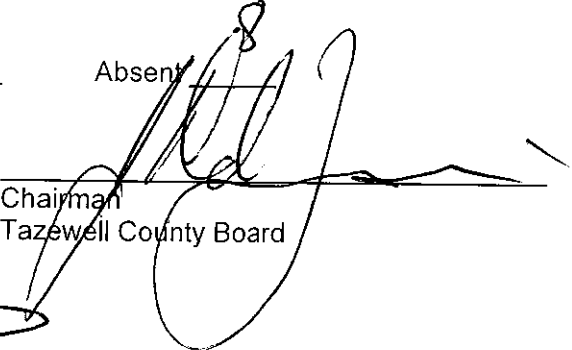
is in proper form, a hearing date will be set before the Zoning Board of Appeals. The Zoning Board of Appeals will not consider the sufficiency of the application and evidence until after a public hearing has been held and all parties have been given an opportunity to address such application, evidence, and documents.

WHEREAS, this amendatory ordinance shall take effect immediately upon passage as provided by law.

PASSED AND ADOPTED this 27th day of March, 2024.

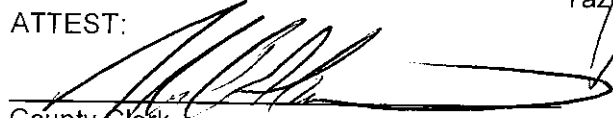
Ayes 13

Nays 8

Absent 8


Chairman
Tazewell County Board

ATTEST:


County Clerk
Tazewell County, Illinois

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Property Committee recommends to the County Board to approve the attached product proposal from Patterson Dental Supply, Inc.; and

WHEREAS, the Health Department retained much of the dental equipment from the prior operations, including the chairs and x-ray equipment that have been kept in storage, and plans to reuse them in the Broadway Building; and

WHEREAS, some new components need to be installed in the new facility, including the vacuum delivery system and equipment to configure the room; and

WHEREAS, the Dental equipment is a proprietary system sold through Patterson Dental Supply, Inc., making it not conducive to competitive bid; and

WHEREAS, the attached proposal was prepared by Patterson Dental Supply, Inc., in the amount of \$168,077.86 with the assumption that the chairs and x-ray equipment remain in suitable condition, which will be evaluated by Patterson Dental Supply, Inc., and Health department representatives prior to placing the order; and

WHEREAS, if the chairs are not in working order after inspection, the Health Department will work with County Administration to determine the next steps to present to Property Committee; and

WHEREAS, additional repair or equipment costs may be necessary upon inspection, and will be brought forward to Property Committee as needed; and

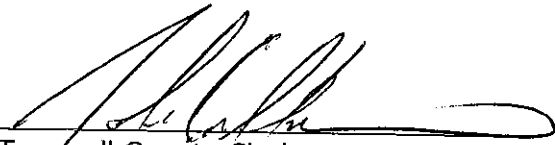
WHEREAS, funding for the expenses was budgeted in the Capital Improvement Fund.

THEREFORE BE IT RESOLVED, the County Board approves of the proposal by Patterson Dental Supply, Inc., contingent upon satisfactory inspection of the current equipment.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department, Finance, Facilities, and the Auditor of this action.

PASSED THIS 27th DAY OF March, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Product Proposal 40638383

Confidential

Customer Name: TAZEWELL CO DENTAL CENTER

Customer Number: 200006264

Address: 135 RADIO CITY DRIVE
STE A & B, A/P
NORTH PEKIN IL 61554-1573 US

Phone: (309) 382-2229

Fax: (309) 382-1155

Branch: Des Moines (D)

Territory Rep: Ross Kraemer

Email: ROSS.KRAEMER@PATTERSONDENTAL.COM

Phone: (563) 391-7200

Your Specialist: Troy Larkin

Email: TROY.LARKIN@PATTERSONDENTAL.COM

Phone: (563) 391-7200

Date Proposed: 11/07/2023

Quote Good Thru: 01/30/2024

Product#	Vendor	Description	Unit	Qty	Retail Price	Sell Price	Total
101701275	ADEC	391 INSPIRE TREATMENT CONSOLE	EA	5	\$14,500.00	\$9,860.00	\$49,300.00
101541650	ADEC	545 12 O'CLOCK WORKSURFACE & INSTRU	EA	5	\$5,933.00	\$4,034.44	\$20,172.20
101563181	ADEC	INSPIRE 593 SIDE CONSOLE	EA	5	\$7,935.00	\$5,395.80	\$26,979.00
101541725	ADEC	5730 DISPENSING UNIT	EA	5	\$1,535.00	\$1,043.80	\$5,219.00
101566088	ADEC	UPHOLSTERY REPLACEMENT SET	EA	2	\$3,295.00	\$2,240.60	\$4,481.20
101558821	ADEC	CASCADE 1040 SEWN UPHOLSTERY	EA	3	\$3,295.00	\$2,240.60	\$6,721.80
70448050	PORTER	VANGUARD MANIFOLD	EA	1	\$7,111.00	\$4,972.73	\$4,972.73
31048021	PORTER	MXR-1 FlushMT Flowmeter	EA	3	\$6,465.00	\$4,520.98	\$13,562.94
31047823	PORTER	CAB Slide MT Bag Tee&AVS-5000 (3.5"Wide)	EA	3	\$570.00	\$398.60	\$1,195.80
101575440	ADEC	SC5R AIR 5,TRI MOTOR,OIL FREE COMPRESSOR	EA	1	\$12,680.00	\$8,567.57	\$8,567.57
101639102	ADEC	DUAL DV5 SMART-VAC SYSTEM	EA	1	\$32,140.00	\$21,716.22	\$21,716.22
101599768	ADEC	SINGLE GANG TWO BUTTON 24V AC/DC	EA	1	\$435.00	\$293.92	\$293.92
Total Retail:						\$239,461.00	
Total Discount:						(\$76,278.62)	
Subtotal:						\$163,182.38	
Order Total Retail						\$239,461.00	
Order Total Discount						(\$76,278.62)	
Order Subtotal						\$163,182.38	
Freight						\$4,895.48	
State Tax						\$0.00	
Local Tax						\$0.00	
Purchase Price:						\$168,077.86	
Less Downpayment:						\$0.00	
Balance due on invoice:						\$168,077.86	

The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. If Customer is applying for credit with Patterson Dental Supply, Inc., a Minnesota corporation ("Patterson"), Customer's order will not be binding on Patterson, even if Patterson has signed below, until Patterson, in its sole discretion, approves Customer's credit. Any sales tax and shipping/handling charges in this order are estimates, Patterson will invoice, and Customer agrees to pay, all applicable shipping/handling charges and taxes and other governmental charges.

Notice Relating to Discounting Practices: The pricing for products provided herein may reflect or be subject to rebates, credits, vouchers, or discounts or other price reductions (collectively, discounts), which customer may be obligated under federal law to report to Medicare, Medicaid or other state, federal or other payers, and to make this information available to these entities for review.

Schedules

- EQUIPMENT PAYMENT OPTIONS
- GENERAL TERMS AND CONDITIONS
- EQUIPMENT

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the undersigned within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is FDIC, 2345 Grand Avenue, Kansas City, MO 64108.

By signing below, Customer contracts for the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

TAZEWELL CO DENTAL CENTER

21306 Illinois Rt 9
Tremont , IL 61568-9252

PATTERSON DENTAL SUPPLY, INC.

1031 MENDOTA HEIGHTS ROAD
ST. PAUL , MN 55120

Signature _____

Signature _____

(Print Name) _____

(Print Name) _____

Title _____

Title _____

Date _____

Date _____

COMMITTEE REPORT

F-24-08

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Transfers for Building Administration:

- Transfer \$302,000 from Building Improvements Line Item (270-630-5530) to Demolition and Abatement (270-630-5294); and

WHEREAS, this is the remaining amount to be paid for the demolition and abatement of the Arcade and Tobin Buildings (Project 23-P-05); and

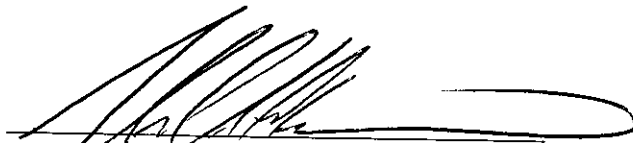
WHEREAS, this transfer is necessary to cover all FY24 costs for this project which was expected to be completed in FY23.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance, and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Tazewell County

Project #2023-P-05

Building Abatement and Demolition of the Arcade Building (11 S. Capitol) and Tobin Building (1 S. Capitol) in Pekin, Illinois

Contract Price Approved on June 28, 2023 via Resolution P-23-08	\$ 730,000.00
<i>Add:</i>	
River City Demolition Change Order #1 9/1/23 for Addt'l Abatement of Arcade Bldg by M&O Environmental	17,600.00
	<hr/>
	747,600.00
<i>Less:</i>	
River City Demolition Pay App #1 9/25/23	205,600.00
River City Demolition Progress Billing - October 2023	150,000.00
River City Demolition Progress Billing - November 2023	90,000.00
River City Demolition Progress Billing - Dec 2023 & Jan 2024	185,000.00
	<hr/>
	630,600.00
Remaining Balance Due on Project	<hr/>
	117,000.00
River City Demolition Progress Billing - Dec 2023 & Jan 2024	<hr/>
	185,000.00
Amount to be transferred from 270-630-5530 to 270-630-5294 to cover all FY24 costs for this project which was expected to be completed in FY23	302,000.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the attached Federal Transit Administration (FTA) Procurement Policy for Procurements Made Using Federal and State Transit Grant Funds; and

WHEREAS, Tazewell County receives rural transportation dollars and is required to adopt guidelines for use of the Federal Transit Administration (FTA) Funds; and

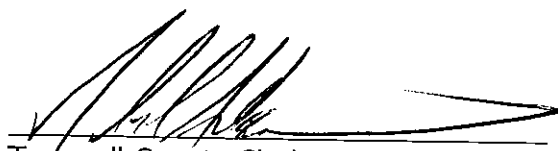
WHEREAS, it is the intent of Tazewell County to adopt the Federal Transit Administration (FTA) Procurement Policy for Procurements Made Using Federal and State Transit Grant Funds.

THEREFORE BE IT RESOLVED THAT the Tazewell County Board hereby authorizes and adopts the Federal Transit Administration (FTA) Procurement Policy for Procurements Made Using Federal and State Transit Grant Funds

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Department, Tazewell County PCOM, WeCare, Inc., and the Auditor of this action.

PASSED THIS 27th OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

**Tazewell County
Federal Transit Administration (FTA)
PROCUREMENT POLICY**

February 1, 2024

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Appendix A: Federal Third-Party Clauses

1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Tazewell County will use in the management of its third-party contracts. This manual is intended to ensure that Tazewell County complies with Federal Transit Administration (FTA) and the Illinois Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of Tazewell County is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- 2 CFR § 200.317 – 200.326

1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Tazewell County to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements.

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. Tazewell County will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Tazewell County will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Illinois licensing laws from being considered in those disciplines that are regulated by the State of Illinois. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.3. Third-Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) requires Tazewell County to have written procurement procedures. This policy is designed to meet FTA and IDOT's requirements in this regard.

1.4. Relationship to Other Not-For-Profit Corporation Policies

The purpose of these purchasing policies and procedures are two-fold. First, the Not-For-Profit Corporation has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the Not-For-Profit Corporation's use of FTA and IDOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications. These policies and procedures pertain only to the Not-For-Profit Corporation's purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow the applicable Illinois law.

These policies may not answer all questions related to purchasing; if any employee of Tazewell County has a question regarding these procedures, IDOT should be contacted for clarification and guidance.

When Tazewell County undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the Not-For-Profit Corporation. When any conflict exists between this policy and the existing policies of the Not-For-Profit Corporation, the procedures in this policy shall prevail. If any employee of Tazewell County determines that a conflict exists between these policies and state and local law, Tazewell County shall contact IDOT and communicate the conflict.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Definition of Key Terms

As used herein, the following definitions apply:

Conflict of Interest – A situation in which an employee, TCRC Board Member, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to the Tazewell County such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

Financial Interest – An officer, agent, TCRC Board Member, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

Immediate Family – Immediate family includes an employee's spouse, grandparent, parent, brother, sister, child, or grandchild, his or her partner.

2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with Tazewell County or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for the award.

2.4. Gifts

Any contractor, subcontractor, or supplier who has a contract with the Not-For-Profit Corporation; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or to providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contract; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

Tazewell County also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor.

2.5. Employee Conflicts of Interest

2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any Tazewell County employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family, County Board Member, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the County Administrator; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the County Administrator an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the County Administrator to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.5.3. Employee Disclosure Requirements

A Tazewell County employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as a Tazewell County employee or by the official acts or actions of Tazewell County shall disclose the precise nature and value of such interest in a written disclosure statement to the County Administrator. The employee's disclosure statement will be reviewed by the County Administrator and the County Administrator will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the County Administrator has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as a Tazewell County employee or by the official acts or actions of Tazewell County he/she shall disclose the precise nature and value of such interest in a written disclosure statement to the Board Chairman.

2.5.4. Confidential Information

A Tazewell County employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Tazewell County.

2.5.5. Solicitation Provision

Tazewell County shall insert the following provisions in all formal competitive solicitation documents for products and services:

These policies shall apply to Tazewell County employees involved in procurement. It is a breach of ethical standards for any Tazewell County employee to participate directly or indirectly in a procurement when the employee knows:

- *The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;*
- *A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or*
- *Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.*

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of any evaluation committee, the County Board, or other Tazewell County employees other than the designated procurement officer."

2.6. Organizational Conflicts of Interest

The procurement officer and technical personnel are encouraged to work closely with the Legal Counsel to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the Not-For-Profit Corporation;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Tazewell County will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

3. Tazewell County RESPONSIBILITIES UNDER FEDERAL LAW

3.1. Third Party Contracting Capacity

Tazewell County must maintain adequate technical capacity to carry out its FTA assisted projects and comply with Federal rules. Tazewell County's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

3.2. Contract Administration System

Tazewell County must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state, and local requirements.

3.2.1. Written Procurement Procedures

Tazewell County must maintain and follow written procurement procedures that address:

- (a) Solicitations – Requirements for Tazewell County solicitations are addressed in Section 5.
- (b) Necessity – Requirements related to Tazewell County's need for products or services are addressed in Section 3.2.2.
- (c) Lease Versus Purchase – Requirements related to the use of lease or purchase alternatives to achieve an economical and practical procurement are addressed in Section 3.2.2
- (d) Metric Usage – Requirements related to the acceptance of products and services dimensioned in the metric system of measurement are addressed in Section 3.5.2.
- (e) Environmental and Energy Efficiency Preferences – Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.4.3 and 3.4.4.
- (f) Procurement Methods – Descriptions of the procurement methods that Tazewell County may use are included in Section 5.
- (g) Legal Restrictions – Descriptions of Federal and state restrictions on Tazewell County's acquisitions are included in Section 5.
- (h) Third Party Contract Provisions – Specific third-party contract provisions required for each third-party contract and flow down requirements to subcontracts are included in Section 3.1 through 3.7.
 - (1) Sources – Descriptions of the availability and use of various sources of products and services are addressed in Section 4.

- (2) Resolution of Third-Party Contracting Issues – Procedures related to the resolution of third-party contracting issues are included in Section 6.8.

3.2.2. Adequate Third-Party Contract Provisions

Tazewell County must include provisions in all its third-party contracts that are adequate to form a sound and complete agreement.

3.2.3. Industry Contracts

Tazewell County shall not use an industry developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract. Tazewell County shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to Tazewell County.

3.2.4. Revenue Contracts

Tazewell County may enter a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. Any such said contract opportunity will follow competitive selection procedures and principles outlined herein.

3.2.5. Record Keeping

Tazewell County must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Tazewell County must maintain these records for five (5) years after Tazewell County and its subrecipients, if any, have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Tazewell County must maintain and make available to IDOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Tazewell County must maintain records relating to:
 - (1) Procurement Method – Tazewell County must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Tazewell County must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Tazewell County must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – Tazewell County must provide a written determination of responsibility for the successful contractor;
 - (5) Cost or Price – Tazewell County must evaluate and state its justification for the contract cost or price; and
 - (6) Reasonable Documentation – Tazewell County must retain documentation commensurate with the size and complexity of the procurement.

- (7) Vendor Verification – Tazewell County must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.
- (b) Access to Records – Tazewell County must provide FTA and IDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.
- (c) Use of Technology/Electronic Commerce – Tazewell County may use an electronic commerce system to conduct third party procurements. If Tazewell County uses an electronic commerce system, then the following requirements apply:
 - (1) Sufficient System Capacity – Tazewell County's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition.
 - (2) Written Procedures – Before any solicitation takes place, Tazewell County must establish adequate written procedures to ensure that all information FTA/IDOT requires for project administration is entered into the system and can be made readily available to IDOT as needed.

3.3. Determination of Needs

Tazewell County must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Tazewell County shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

3.5. Necessity

Tazewell County shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

3.5.1. Unnecessary Reserves

Tazewell County shall limit the acquisition of Federally assisted property and services to the amount it needs to support its operations.

3.5.2. Acquisition for Assignment Purposes

Tazewell County shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) General Prohibition – Tazewell County may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- (b) Changes in the Recipient’s Needs – IDOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. Tazewell County's later needs might decrease due to changed circumstances or honest mistakes. In those situations, Tazewell County may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Tazewell County and one or more other FTA recipients may enter a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in IDOT Sponsored Vehicle Procurements – Tazewell County may enter contracts developed by the State of Illinois to acquire vehicles.
- (d) Procurement Size – For every procurement, Tazewell County shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, Tazewell County shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (e) Options – Tazewell County shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Tazewell County may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (f) Lease Versus Purchase – Tazewell County shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Tazewell County chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (g) Specifications – Tazewell County's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated.

Tazewell County 's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of Federal or Illinois laws or regulations.

3.6. Contractor Responsibilities

Tazewell County, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Tazewell County must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). Tazewell County shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR § 180).

3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

At its discretion, Tazewell County may collect a debarment and suspension certification from the prospective third-party contractor or include a clause in the third-party contract requiring

disclosure. Additionally, it shall be the policy of Tazewell County to verify that the prospective third-party vendor is not listed as a debarred contractor on SAM.

3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$250,000, before awarding the contract, Tazewell County will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.6.3. Additional Requirements

In addition to the requirements outlined above, there are various requirements that may apply to Tazewell County's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Tazewell County to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. FTA Circular 4220.1F, Appendix D, has a matrix stipulating these conditions. These conditions may include:

- Federal Civil Rights Laws and Regulations
 - Federal Equal Employment Opportunity (EEO) Requirements
 - Nondiscrimination on the Basis of Sex
 - Nondiscrimination on the Basis of Age
 - Nondiscrimination in Federal Public Transportation Programs
 - Title VI of the Civil Rights Act
 - Environmental Justice
 - Limited English Proficiency (LEP)
 - Nondiscrimination on the Basis of Disability
- Socio-Economic Development Regulations
 - Disadvantaged Business Enterprises (DBE)
 - Small and Minority Firms and Women's Business Enterprises
 - Sensitive Security Information
 - Seat Belt Use
- Socio-Economic Requirements for the Acquisition of Property and Services
 - Labor Regulations
 - Wage and Hour Requirements
 - Fair Labor Standards
- Environmental Protections
 - Environmental Mitigation
 - National Environmental Policy Act (NEPA)
 - Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites
 - Clean Air
 - Clean Water
 - Recycled Products
 - Other Federal Environmental Protection Requirements

- Energy Conservation
- Preference for U.S. Property--Buy America
- Trafficking in Persons
- Federal Tax Liability and Recent Felony Convictions
- Shipments of Property--U.S. Flag Requirements
 - Shipments by Ocean Vessel
 - Shipments by Air Carrier
 - Project Travel--Use of U.S. Flag Air Carriers
- Technical Restrictions on the Acquisition of Property and Services
 - Intelligent Transportation Systems (ITS)
 - Metric Measurements
 - Use of \$1 Coins
- Rolling Stock--Special Requirements
 - Accessibility
 - Transit Vehicle Manufacturer Compliance with DBE Requirements
 - Minimum Service Life
 - Spare Ratios
 - Air Pollution and Fuel Economy
 - Pre-award and Post Delivery Review
 - Bus Testing
 - In-State Dealers
 - Basis for Contract Award
 - Five-Year Limitation
- Public Transportation Services—Special Requirements
 - Protections for Public Transportation Employees
 - Drug and Alcohol Testing
 - Accessibility
 - Charter Service Restrictions
 - School Bus Restrictions
- Construction – Special Requirements
 - Bonding
 - Bid Guarantee
 - Performance Bond
 - Payment Bond
 - Anti-Kickback
 - Construction Safety
 - Labor Neutrality
 - Prevailing Wages

3.7. Bonding

Some procurements may require Tazewell County to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, IDOT may accept the bonding policy and requirements of the Not-For-Profit Corporation provided that IDOT has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.7.1.3. Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Tazewell County to such accept sureties.

3.7.3. Reduced Bonding

Tazewell County recognizes that bonding costs can be expensive. Tazewell County will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, Tazewell County must obtain the prior approval of IDOT/FTA. IDOT/FTA shall approve such requests only if it determines that Tazewell County's bonding policy adequately protects the Federal interest in the project.

3.7.4. Excessive Bonding

Tazewell County will adhere to FTA's rules on excessive bonding requirements (FTA Circular 4220.1F, Chapter IV, § 2h(1)(f)). However, if Tazewell County determines it has a material risk of loss because of a

failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of IDOT/FTA.

3.8. Veterans Preference

As provided by 49 U.S.C. § 5325(k), Tazewell County shall ensure that contractors working on a capital project funded using Federal financial assistance give a hiring preference, to the extent practicable, to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

3.9. Preference for U.S. Property—Buy America

Buy America regulations require that all iron, steel, and manufactured products used in an FTA-funded project be produced in the United States. Rolling stock is included in the category of manufactured products. Originally, the iron and steel requirements applied to all construction materials made primarily of iron or steel used in infrastructure projects.

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA or the Bipartisan Infrastructure Law), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA). Specifically, BABA expands the coverage of Buy America preferences to all manufacturing processes for construction materials used in federally assisted infrastructure projects.

3.10. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR § 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Tazewell County's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Not-For-Profit Corporation's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Tazewell County does not charge force account labor to its FTA grants.

4.2. Joint Procurements

Tazewell County may participate in joint procurements whereby Tazewell County and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Tazewell County's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Tazewell County is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal requirements and that the solicitation document and contract includes all required clauses and certifications.

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

4.3.2. Applicability of Federal Provisions

When obtaining property or services in this manner, Tazewell County must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While IDOT takes all precautions to ensure that such provision is in the original solicitation and contract

documents, it is ultimately Tazewell County's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Tazewell County may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Tazewell County's procurement. When this method is used, Tazewell County shall obtain Buy America certification before entering the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.3. Federal Supply Schedules

Purchases by Tazewell County from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and to products and services to facilitate recovery from a major disaster. The following requirements apply to Tazewell County purchases from GSA schedules:

- Tazewell County is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, Tazewell County may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. Tazewell County shall be responsible for ensuring that the products and services acquired will only be used for recovery.
- Tazewell County must ensure that all Federal requirements, required clauses and certifications are properly followed and included, whether in the master intergovernmental contract or Tazewell County's purchase document.
- Tazewell County is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement. Tazewell County may only use GSA schedule pricing as one of multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

4.3.4. Existing Contracts

Tazewell County may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto.

4.3.4.1. Permissible Actions

Within the conditions set forth below, Tazewell County may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – Tazewell County may use contract options held by another recipient of FTA assistance with the following limitations:
 - (1) Consistency with the Underlying Contract – Tazewell County must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.

- (2) Price – Tazewell County may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
- (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after Tazewell County has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.
- (b) Assignment of Contract Rights (“Piggybacking”) – If Tazewell County finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another IDOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Tazewell County may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Tazewell County need not perform a second price analysis if a price analysis was performed for the original contract; however, Tazewell County must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Tazewell County shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Tazewell County shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Tazewell County seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.4.2. Impermissible Actions

Tazewell County may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or

causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

4.4. The Open Market

Tazewell County will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.”

5.2. Receipt and Evaluation of Unsolicited Proposals

Tazewell County may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, Tazewell County must seek competition. To satisfy the requirement for full and open competition, Tazewell County must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, Tazewell County may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

5.3. Prequalification

Tazewell County may prequalify bidders, offerors, and products for procurement purposes; however, Tazewell County is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Procurement Officer.

If Tazewell County opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- Tazewell County must ensure that all prequalification lists it uses are current;
- Tazewell County must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

- Tazewell County must permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). Tazewell County is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must Tazewell County expedite or shorten prequalification evaluations of bidders, offerors, or products presented for review during the solicitation period.

5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that Tazewell County issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition.

5.4.1. Statement of Federal Assistance

Pursuant to Circular 4220.1F, Chapter III, § 3e, all RFPs, solicitations, press releases or other publications involving FTA assistance must state that FTA is or will be providing Federal assistance for the project, the amount of the assistance FTA has provided or expects to provide, and the Catalogue of Federal Domestic Assistance (CFDA) Number of the program that authorizes Federal assistance. Note: this notification requirement applies only to States and their subrecipients, lessees, and third-party contractors. The current Master Agreement will define the notification requirements that are currently in effect, as they may change from year to year.

5.4.2. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Tazewell County's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

5.4.2.1. Descriptive Elements

Tazewell County will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

5.4.2.2. Quantities

Additional quantities or options above Tazewell County's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.

5.4.2.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used

to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

5.4.2.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Tazewell County shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.
- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Tazewell County if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Tazewell County is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to Tazewell County Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

5.4.3. Evaluation Factors.

All solicitations issued by shall identify all factors to be used in evaluating bids or proposals. At the discretion of Procurement Officer, the relative order of importance and/or weights may be communicated to prospective offerors.

5.4.4. Permissible Contract Types

Tazewell County shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.4.4.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.4.4.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.4.5. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.4.5.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.4.5.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Tazewell County and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.4.6. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.4.7. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.4.8. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Tazewell County right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, Tazewell County will be obligated to award the contract to the low bidder.

5.4.9. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Tazewell County's right to reject all bids or offers.

5.5. Methods of Procurement

Tazewell County shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Illinois and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA policies that address the needs of FTA recipients.

5.5.1. Micro-Purchases

5.5.1.1. Definition

Micro-purchases are those purchases of products and services that cost \$10,000 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Tazewell County will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Tazewell County employees:

- Chief Operating Officer; or
- Procurement Officer.

5.5.1.3. Competition

Tazewell County may acquire products and services valued at less than \$10,000 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tazewell County's Federally assisted procurements.

5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

5.5.2. Small Purchases

5.5.2.1. Definition

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$250,000. For purposes of this policy, Tazewell County must also follow IDOT regulations, which limit small purchases to those from \$10,000 to no more than \$100,000. Tazewell County will consider small purchases those that cost greater than \$10,000 but not more than \$100,000.

5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Tazewell County employees:

- Chief Operating Officer; or
- Procurement Officer.

5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Tazewell County to ensure that an adequate number of quotations, bids, or proposals are received.

5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tazewell County's Federally assisted procurements

5.5.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1.

For small purchases, price quotations may be oral or written.

5.5.2.6. Special Considerations

Tazewell County may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Tazewell County reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Procurement Officer believes it is in the best interests of the Tazewell County to do so.

5.5.3. Formal Purchases

5.5.3.1. Definition

Pursuant to IDOT regulations, and for purposes of this policy, Tazewell County will use formal procedures for all purchases over \$100,000.

5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following Tazewell County employees or officials:

- Chief Operating Officer; or
- Procurement Officer.

No further delegation of approval authority for large purchases may be made.

Additionally, IDOT is currently considering new regulations which would require IDOT concurrence on any formal purchases (\$100,000 or more). The agency will follow developments on this front and will comply with any forthcoming IDOT guidance.

5.5.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

5.5.3.6. Special Considerations

Tazewell County may acquire products and services via state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids (IFB), is lowest in price. The vehicle through which bids are solicited is an IFB. The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

(a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than \$250,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.

- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Procurement Officer shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
- (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
- (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Tazewell County or that is considered to be the “best value” to Tazewell County. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a

description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable.

(a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$250,000 when the nature of the procurement does not lend itself to sealed bidding and Tazewell County expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
- (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
- (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.

(b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:

- (1) Publicity – The Request for Proposals must be publicly advertised.
- (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
- (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
- (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Tazewell County or that represents the “best value” to Tazewell County with price and other factors considered.
- (6) Best Value – Tazewell County may award a contract to the offeror whose proposal provides the greatest value to Tazewell County. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Tazewell County must base its determination of which proposal represents

the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

5.5.3.9. Two-Step Procurements

Tazewell County may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Tazewell County’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.
- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA’s enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. § 1101 through 1104, to acquire A&E services.

- (a) Qualifications-Based Procurement Procedures Required – Tazewell County must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:
 - Program management;
 - Construction management;
 - Feasibility studies;
 - Preliminary engineering;
 - Design, architectural, engineering;
 - Surveying, mapping; and
 - Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration, or repair to real property.
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
 - (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror’s qualifications are evaluated to determine contract award.
 - (2) Price – Price is excluded as an evaluation factor.
 - (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
 - (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

5.6. Procurement by Other Than Full and Open Competition

Normally, Tazewell County must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.6.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, Tazewell County shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Tazewell County determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Tazewell County may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

5.6.1.2. Sole Source

When Tazewell County requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Tazewell County may make a sole source award. In addition, when Tazewell County requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Tazewell County will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
 - (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Tazewell County only from one source and has not in the past been available to Tazewell County from another source.
 - (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
 - (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Tazewell County's needs.
- (b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Tazewell County should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Tazewell County's control.
 - (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Tazewell County's control.
- (c) Unusual and Compelling Urgency – Tazewell County may limit the number of sources from which it solicits bids or proposals when Tazewell County has such an unusual and urgent need for the products or services that Tazewell County would be seriously injured unless it were permitted to limit the solicitation. Tazewell County may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.

- (d) Authorized by IDOT – Tazewell County may request permission from IDOT to allow it to use noncompetitive proposals for a particular procurement.
- (e) When Prohibited – Less than full and open competition is not justified based on:
 - (1) Failure to Plan – Tazewell County's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
 - (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement.
- (f) Procurement Procedures – The following requirements apply when Tazewell County completes a procurement utilizing less than full and open competition:
 - (1) Potential Sources – Tazewell County must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – Tazewell County must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Procurement Officer. If Tazewell County decides to solicit an offer from only one source, Tazewell County must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
 - (3) Cost Analysis – Tazewell County must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.
- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Procurement Officer to be in the best interest of Tazewell County, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the Procurement Officer.

5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Tazewell County.

5.7.1. General

When evaluating bids or proposals received in response to a solicitation, Tazewell County shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers

proposals only on the evaluation factors included in those solicitation documents. Tazewell County may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

5.7.2. Options

The following standards shall apply when awarding contracts that include options:

5.7.2.1. Evaluation Required

In general, Tazewell County must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

5.7.2.2. Evaluation Not Required

Tazewell County need not evaluate bids or offers for any option quantities when Tazewell County does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the Procurement Officer determines would be necessary or helpful. If Tazewell County lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures in this policy will apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Tazewell County:

5.8.1. Award to Other Than the Lowest Bidder or Offeror

Tazewell County may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Tazewell County may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Tazewell County must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

5.8.1.1. Award Only to a Responsible Bidder or Offeror

Tazewell County may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract

and who demonstrate that its proposed subcontractors also qualify as responsible. Tazewell County must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Tazewell County must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Tazewell County. For every procurement action above the micro-purchase level, Tazewell County must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Tazewell County, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

- (a) Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- (b) Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (c) Affirmative Action and DBE – Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements.
- (d) Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations.
- (g) Financial Resources – Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) Production Capability – Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (i) Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

(j) Performance Record – Is able to provide a:

- (1) Current Performance – Satisfactory current performance record; and
- (2) Past Performance – Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
 - iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror’s control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. IDOT expects Tazewell County to consider the number of the bidder or offeror’s contracts involved and the extent of deficient performance in each contract when making this determination.

5.8.1.2. Rejection of Bids and Proposals

Tazewell County may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Tazewell County must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

5.9. Independent Cost Estimate and Cost and Price Analysis

5.9.1. Independent Cost Estimate

For every procurement, Tazewell County shall make a written independent estimate of cost prior to receiving price quotes, bids, or proposals.

5.9.2. Cost or Price Analysis

Tazewell County shall perform a cost or price analysis in connection with every procurement over \$250,000 and for all contract modifications.

5.9.2.1. Price Analysis

If Tazewell County determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

5.9.2.2. Cost Analysis

Tazewell County must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

5.9.3. Approval of Contracts

All contracts must be signed by the Chief Operating Officer or the Chief Executive Officer.

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Tazewell County Staff Responsibilities

Prior to execution of third party contracts, Tazewell County shall designate a Project Manager to serve as Tazewell County's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third-party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

6.2.2. Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

6.2.3. Period of Performance

Tazewell County will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Tazewell County will also consider competition, pricing, fairness, and public perception. Tazewell County's procurement files will document its rationale for determining the performance period designated for each contract.

6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Tazewell County awards a third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

6.2.3.3. Authority to Extend

The Chief Operating Officer or the Chief Executive Officer has the sole authority to approve and execute contract modifications. The Procurement Officer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Procurement Officer shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Tazewell County.

6.4. Payment Provisions

Tazewell County will follow the provisions of this section when using FTA funds to support its third-party contracts.

6.4.1. Financial Support for the Project

Costs may only be incurred by Tazewell County if IDOT has awarded a financial assistance contract to Tazewell County.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Tazewell County may use IDOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress

payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Tazewell County should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Tazewell County, however, may not make progress payments for other than construction contracts based on this percentage method.

6.5. Protections Against Performance Difficulties

Tazewell County shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Tazewell County shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts.

6.5.2. Remedies

Tazewell County shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Tazewell County may use liquidated damages if Tazewell County reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Tazewell County's costs should the standards not be met and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

6.5.2.2. Violation or Breach

Third party contracts exceeding \$250,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor.

6.5.2.3. Suspension of Work

Tazewell County may include provisions pertaining to suspension of work in its third-party contracts.

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

Tazewell County shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

Tazewell County must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

6.6.1.2. Contract Type

Tazewell County must state the reasons for selecting the contract type it used.

6.6.1.3. Contractor Selection

Tazewell County must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

6.6.1.4. Contractor Responsibility

Tazewell County must provide a written determination of responsibility for the successful contractor.

6.6.1.5. Cost or Price

Tazewell County must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

6.6.1.6. Reasonable Documentation

Tazewell County must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt, and evaluation of offers, and contract award, negotiation, and execution.

6.7. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and IDOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

6.8. Contract Administration and Close-Out Documents

Tazewell County shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.8.1. Contractor Performance

Tazewell County must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes, and disciplinary actions.

6.8.2. Contract Deliverables

Tazewell County must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.8.3. Contract Changes

Tazewell County must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation, and execution.

6.8.4. Contract Payments

Tazewell County must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.8.5. Contract Close-Out

Tazewell County must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Tazewell County, and contract audit and final reconciliation.

6.9. Protest Procedures

6.9.1. Statement of Policy

Tazewell County is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment.

In general, IDOT will not substitute its judgment for that of Tazewell County unless the matter is primarily a Federal concern. Nevertheless, IDOT and FTA can become involved in Tazewell County's administrative decisions when a Tazewell County protest decision is appealed to IDOT.

Tazewell County shall give timely notification to IDOT when it receives a third-party procurement protest and will keep FTA informed about the status of any such protest. Tazewell County shall disclose all information about any third-party procurement protest to IDOT upon request.

Tazewell County's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Tazewell County shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.9.2. Tazewell County Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- **Procurement Officer** – Responsibilities include: ensuring that the Tazewell County Protest Procedure is included in all solicitation documents; and providing information to and assisting the Chief Operating Officer or the Chief Executive Officer and Legal Counsel with the resolution of protests.
- **Legal Counsel** – Responsibilities include: reviewing all procurement protests; and advising and assisting the Tazewell County as needed with the resolution of all procurement protests.

6.9.3. Solicitation Provision

Tazewell County shall insert the following provision in all solicitation documents:

6.9.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency

letterhead or by electronic mail) to the Procurement Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Procurement Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.9.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Tazewell County, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Tazewell County's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Tazewell County.

The Procurement Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Tazewell County shall announce the contract award.

The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by IDOT as specified below.

6.9.4. Requirements for Protests

All protests must be submitted to Tazewell County in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Tazewell County.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Procurement Officer at the address shown in the solicitation documents.

6.9.5. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Tazewell County will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Tazewell County response to the protest and Tazewell County will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.9.6. Review of Protests by IDOT

All protests involving contracts financed with Federal assistance shall be disclosed to IDOT. Protesters shall exhaust all administrative remedies with Tazewell County prior to pursuing protests with IDOT. IDOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to IDOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Tazewell County final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to IDOT.

Appendix A: Federal Third-Party Clauses

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ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) Award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or

disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that

regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair

of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

FLY AMERICA

a)Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) “United States” means the 50 States, the District of Columbia, and outlying areas.

3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its 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 Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

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

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

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails

to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from

the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or

relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

COMMITTEE REPORT

Amended

F-24-10

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the selection of Heart Technologies for the replacement of the core server and storage environment; and

WHEREAS, Tazewell County was hit by a cyber attack in November 2023, which significantly impacted the organization; and

WHEREAS, Tazewell County contracted with Heart Technologies to conduct major IT upgrades to the Microsoft Windows domain service, implementing Office 365, and providing managed IT security services in resolution E-23-156; and

WHEREAS, Heart Technologies has reviewed the core server and storage hardware environment used by Tazewell County and has recommended major upgrades to the hardware due to the age and design of the environment; and

WHEREAS, the State of Illinois has an approved cooperative purchasing agreement with Midwestern Higher Education Compact for the purchase of HPE products; and

WHEREAS, with Heart Technologies' status as HPE partner, Heart Technologies has been able to secure discounted pricing competitive with what is provided in the cooperative purchasing agreement; and

WHEREAS, this purchase is not conducive to competitive bidding based on the following:

1. the existing contractual relationship with Heart Technologies to implement major technology improvements that directly relate to the server and storage hardware, as well as managing the security environment,
2. preparing a proposal requires detailed knowledge of Tazewell County's IT environment, which takes significant time to evaluate, and the release of the information would jeopardize the security of the system, making it exempt from disclosure under Section 7(1)(o) of the Freedom of Information Act,
3. Heart Technologies' hardware costs being competitive with the Illinois-approved cooperative purchasing agreement pricing and with Heart Technologies being able to obtain additional discounts from HPE as our primary representative, which can allow for discounts that may not be available to other vendors, and

4. the continued need for urgency in improving Tazewell County's IT environment to have the ability to prevent and mitigate future cyber events; and

WHEREAS, the purchase would necessitate the use of the General Fund contingency funds, which would include the following budget transfer to the Information Technology department:

\$298,536 from Contingency (100-610-5999) to Technology Infrastructure Improvements (100-611-5549); and

WHEREAS, after the transfer, \$1,585,891 would remain in the General Fund contingency account; and

WHEREAS, additional hardware/technology improvements may be recommended to improve the connectivity between the buildings, which will be evaluated by Heart Technologies and will be brought forward if necessary.


THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign an agreement with Heart Technologies in an amount not to exceed \$298,535.24.

BE IT FURTHER RESOLVED that the County Board authorizes the transfer of funds as recommended.


BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Treasurer, and Auditor of this action.

PASSED THIS 27TH DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



We have prepared a quote for:

Tazewell County Government

Servers and Storage Project

Quote # ME010989EP Version 5

Prepared by:

Matt Eppel

Engineered by:

Tim Perry



HPE Alletra SAN

Description	Qty
HPE Alletra 6010 Base Array	1
HPE Alletra 6000 2x10GbE 4p FIO Adapter Kit	1
HPE NEMA 5-15P-C13 1.8m US FIO Power Cord	4
HPE Alletra 6000 92TB 24x3.84TB FIO Bundle	1
HPE Alletra Tier 1 Storage Array	1
HPE Alletra 6000/H 4x800W FIO Power Suply Kit	1
HPE Tier 1 Storage OS Default FIO Software	1
HPE Alletra 6000 Software/Support SaaS 3yr Subscription	265
HPE 3Y Tech Care Essential Service	1
HPE Alletra 6000 2x10GbE 4p Kit Support	1
HPE Alletra 6010 Base Array Support	1
HPE Alletra 6000 AF 92TB 3.84 Flash Support	1

HPE ProLiant Servers

Description	Qty
HPE ProLiant DL380 Gen11	3
HPE ProLiant Intel Xeon-G 6426Y 2nd CPU for HPE	3
HPE 32GB (1x32GB) Dual Rank x8 DDR5-4800 Memory Kit (512 MB Per Server)	45
HPE 800W Redundant Power Supply	3
HPE 1.83m 10A C13-UL Power Cord	6
HPE iLO Advanced 1-server License with 1-Year Support	3
HPE DL380 G11 2U High Performance Fan Kit	3
HPE NS204i-u Gen11 Hot Plug Boot Option Kit	3
HPE DL380 G11 High Performance 2U Heat Sink Kit	3
HPE DL380 G11 NS204i-u Internal Cable Kit	3



HPE ProLiant Servers

Description	Qty
HPE BCM 57412 10GbE 2p SFP+ Adapter	6
HPE 3-Year Tech Care Essential Service	1
HPE iLO AdvPack NonBL Support	3
HPE DL380 Gen11 Support	3

Ruckus Networks Switches

Description	Qty
Ruckus 48-port ICX7650 Switch - 24-port 100MbE/1GbE/2.5GbE/5GbE/10GbE - 24-port 10MbE/100MbE/1GbE PoE+ - 4xQSFP	2
Ruckus ICX 7650 airflow fan kit with front to back airflow	4
Ruckus ICX 7650 4-port 1/10GbE SFP+ Module	2
Ruckus ICX7650 AC Power Supply Unit	4
Ruckus WatchDog Remote Support ICX 7650	2
Ruckus ICX 8200 Switch - 16x1/10GbE SFP+ ports - 8x25 GbE SFP28 stacking/uplink-ports	2
Ruckus ICX 8200 Power Cord - USA NEMAS-15/C13	6
Ruckus Switch management license for Virtual SmartZone Controller - 1 Ruckus ICX switch	4
Direct Attach QSFP+ to QSFP+ Active Optical Cable 10m	1
Ruckus 10GbE Direct Attach SFP+ to SFP+ Active copper cable, 3 m	20
1ft Cat6 Gigabit Snagless Molded Patch Cable	20
3ft Cat6 Gigabit Snagless Molded Patch Cable	20



Servers and Storage Project

Prepared by:

Heart East Peoria
 Matt Eppel
 (309) 427-7267
 meppel@heart.net
 3105 N Main St.
 East Peoria, IL 61611

Prepared for:

Tazewell County Government
 Mike Deluhery
 (309) 478-5701
 MDeluhery@tazewell-il.gov
 101 S. Capitol
 Pekin, IL 61554

Quote Information:

Quote #: ME010989EP
 Version: 5
 Delivery Date: 03/25/2024
 Expiration Date: 05/31/2024

Quote Summary

Description	Amount
HPE Alletra SAN	\$178,543.01
HPE ProLiant Servers	\$63,242.61
Ruckus Networks Switches	\$39,349.62
Labor	\$17,400.00
Total:	\$298,535.24

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$149,267.62
30% on Receipt of Materials	1	One-Time	\$89,560.57
20% on Completion	1	One-Time	\$59,707.05

Payment Due at Signing


Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$149,267.62


Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Heart East Peoria

Tazewell County Government

Signature: 
Name: Lance Lehm
Title: President
Date: 3/25/24

Signature: 
Name: David Zimmerman
Title: Board Chairman
Date: 3/28/2024



Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide adequate space for equipment in an environment suitable for the required equipment

Provide open access to all wiring closets, panels and work areas.

Heart Technologies, Inc., Responsibility

Labor is included to configure and install the items in this proposal.

A project and planning session will be necessary to determine the details of the configuration(s).

Installation and configuration shall be coordinated with the customer to minimize downtime and will be performed during normal business hours, M-F 8:00 AM - 4:30 PM (Excluding Holidays).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials, Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work.

A handwritten signature in black ink, appearing to be "JL", written over a horizontal line.



Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Interest charges on Past Due balances may be assessed at a rate of 1% on Invoices over sixty (60) days. Failure to make prompt payments within the 60-day period entitles HEART to enter into a cure period of 30 days. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc.
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.
15. This agreement, and any issues arising in connection with it, shall be governed by, and construed in accordance with, the laws of the State of Illinois.
16. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and all previous negotiations and agreements, representations and warranties, written or oral.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve an agreement with Heart Technologies for the telephone system; and

WHEREAS, Tazewell County used a consultant to facilitate a competitive bidding process and entered into an agreement for a Mitel telephone system with Heart Technologies in May 2017, as amended in November 2018; and

WHEREAS, Tazewell County desires to continue to use a Mitel system provided by Heart Technologies; and

WHEREAS, the proposed five-year Heart Technologies agreement maintains the same pricing of \$7,383.16 per month with 24-hour 7 days a week support; and

WHEREAS, the State of Illinois has an approved cooperative purchasing relationship with the Sourcewell cooperative purchasing group that allows for discounted pricing; and

WHEREAS, the pricing discounts provided by Heart Technologies meet and/or exceeds the discounts provided in the Sourcewell cooperative purchasing group agreement over the course of the five-year agreement's resulting HEARTsmart monthly payment; and

WHEREAS, this purchase is not conducive to competitive bidding based on the following:


1. changing systems and providers would create significant hardship on the Information Technology department at a time when the department is focused on major technology updates to prevent and mitigate future cyber events; and
2. changing systems and providers would likely lead to additional time and costs with the potential need to hire a consultant as done in 2017, and for networking changes; and
3. Heart Technologies is able to provide discounts that meet and/or exceed the Sourcewell cooperative purchasing group agreement; and
4. Continuing to partner with Heart Technologies will provide better support to the organization with Heart Technologies having direct access to the technology environment through the existing managed network security contract.

THEREFORE BE IT RESOLVED that the County Board approves the attached agreement with Heart Technologies and authorizes the County Board Chairman to sign the agreement.


BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



AGREEMENT

HEARTsmart

AGREEMENT NO.: 1927389

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Tazewell, County Of

ADDRESS: 11 S 4th St Pekin, IL 61554-4253

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 TOTAL MONTHLY PAYMENT AMOUNT: \$7,383.16 (*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

[Handwritten Signature]

David Zimmerman, Board Chairman

3/28/2024

OWNER ("WE", "US", "OUR")

Heart Technologies, Inc

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

[Handwritten Signature]

Lance Lelin, President

3/25/24

3105 N Main St East Peoria, IL 61611

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$69.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and an amount payable to us under a separate arrangement for network and/or software support services, equipment maintenance and/or supplies (the "Service Payment"). The Service Payment is 36.28% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/all THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

RISK OF LOSS. Except as provided below, we will bear the risk of direct physical loss or damage to the Equipment during the initial term of this Agreement. For as long as the Equipment protection described in this paragraph is effective, if you are current in all of your obligations under this Agreement at the time of the loss or damage, we will (1) repair the Equipment; (2) replace the Equipment with equipment of substantially similar functionality, quality and age; or (3) cancel your remaining obligations to us under this Agreement. The decision as to which of the foregoing occurs shall be made by us in our sole business judgment. We will require proof of loss in a form acceptable to us. In no event shall we be liable for interruption of your business, loss or damage to your property or any other loss, including injury to any of your employees, agents, or any other persons on your premises and you will indemnify us against any claims, losses or damages, including attorney fees, in any way relating to the Equipment (except damage or loss to the Equipment). This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. Further, we will not be responsible for any loss or damage to the Equipment resulting from: (a) actions hindering, combating or defending against a war or riot; (b) acts of terrorism; (c) unauthorized tampering or interference with the Equipment by you or your agents; (d) electrical surges, outages or lightning, unless the Equipment was properly protected by appropriate surge protectors and an Uninterruptible Power Supply (UPS) system(s) that meets manufacturer recommendations; (e) neglect or abandonment of all or part of the Equipment by you or your agents; or (f) any loss or damage that reasonably could have been prevented by you or resulted from your negligence in protecting the Equipment from such loss or damage. We reserve the right to prospectively terminate this Equipment protection, upon thirty (30) days written notice, if the nature or number of asserted loss(es) to date, in our business judgment, causes us to conclude that the continuation of the Equipment protection would put us at inordinate risk. This Equipment protection shall not apply to any "mobile equipment" included in the Equipment, meaning any Equipment with wheels that is intended to be regularly moved or that is designed or intended to be routinely physically carried by its user (each as determined in our reasonable business judgment). If we terminate the Equipment protection provided under this paragraph, or to the extent the Equipment is mobile equipment, you must then keep the Equipment fully insured against loss or damage and provide us with evidence of such insurance within thirty (30) days of our submission of the written notice of the termination of the Equipment protection or our request, which insurance must name us as an additional insured. Any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum. You agree to maintain commercial general liability insurance acceptable to us. The occurrence of any loss or damage to the Equipment shall not relieve or reduce any obligation, covenant, condition or provision in this Agreement, including your payment obligations hereunder, unless the Equipment protection described above is in effect and we elect to cancel the Agreement following loss of or damage to the Equipment.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Heart Technologies, Inc ("we", "us", "our") and Tazewell, County Of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1927389 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)  David Zimmerman, Board Chairman

OUR SIGNATURE

Heart Technologies, Inc  Lance Lehm, Resident 3/25/24

3/28/2024



HEARTsmart Telephony (Tazewell County):

- 24 hours per day/7 days per week/365 days per year on site and remote technical coverage.
- Priority queue to Level 1.
- 7 Day/Week emergency response within 4 hours.
Non-Emergency Response time is to be less than 16 business hours.
- Preventative maintenance as recommended by OEM.
- Software patches, hot-fixes and minor version updates excluding custom programming.
- Remote system administration.
- Replacement of defective components at no cost.
- Wiring, if installed by Heart Technologies.
- Technology Refresh planning, ensuring that your technology services can be efficiently enhanced to meet the future requirements of your dynamic environment.

Renewal options after initial 60 month term include:

- A) Continued month to month billing at current rate
- B) 60 month renewal with Technology Refresh

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Transfers for County Clerk & Recorder of Deeds as outlined on the attachment to this Resolution; and

- Transfer \$6,260 from Contingency (100-610-5999) to (100-602-5541); and


WHEREAS, the transfer of funds is to replace a Copy Machine/Printer for the Print Shop division. The total cost is \$6,260, which includes delivery and setup.

THEREFORE BE IT RESOLVED that the County Board approve the transfers of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, the Treasurer and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



xerox™

March 18th, 2024

- Quote Prepared for;

Gayle Williams

Print Specialist

Tazewell County Clerk / Recorder

11 S. 4th St.

Pekin, IL 61554

(309)4772733

gwilliams@tazewell-il.gov

QUOTE TO REPLACE CURRENT – Riso EX 220 U

REPLACEMENT OPTION – Riso SF5130 EII

- Automated Document Feeder

- Stand

- Riso Drum

- Riso Master FII (x2)

- Riso Ink FII Black (x2)

- Purchase Price of \$6,259.50

NOTES – Prices including delivery and setup.

- NO Service plan included for either option. Customer is responsible for purchase of supplies and can accept service calls based on time, labor, and parts.

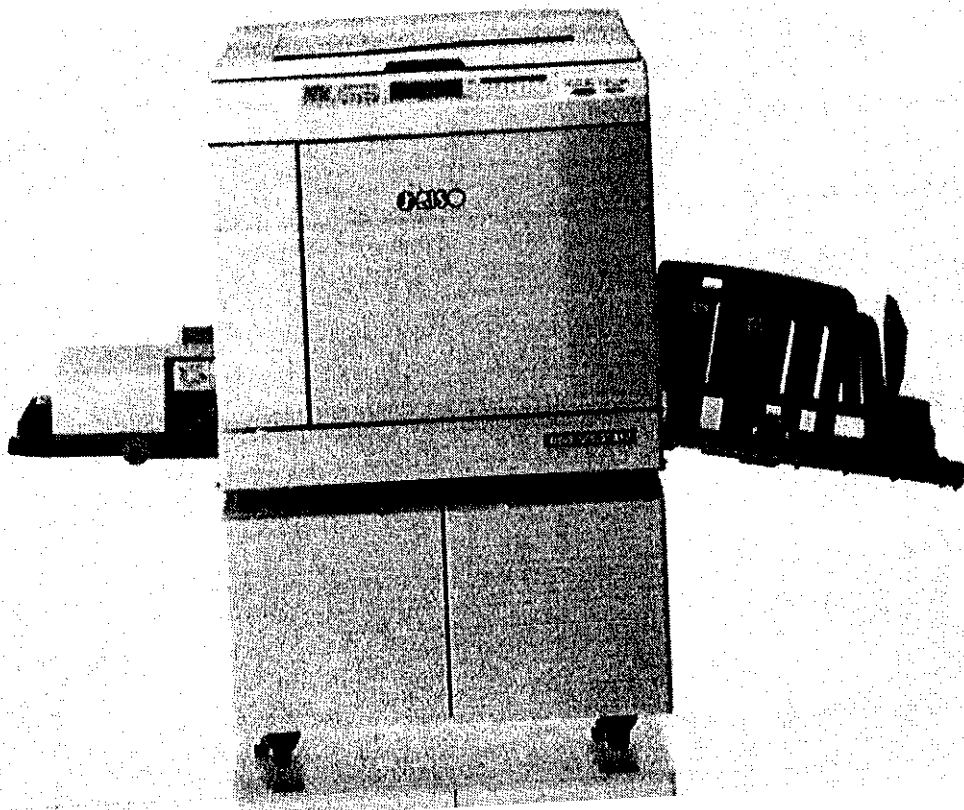
Justin Bryant

justin.bryant@xerox.com

Sales Executive

Peoria & Bloomington

309-370-7364



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Human Resources Committee recommends to the County Board to approve the attached amended Agreement between Tazewell County and Carle Health Plus, Inc. for Tazewell County employees; and

WHEREAS, the contract termination date of the discounted charges for Tazewell County employees and their dependents utilizing their services as part of the Tazewell County's health insurance program will change from May 31, 2027 to November 30, 2026; and

WHEREAS, Carle Health Plus, Inc. has agreed to continue health promotion services once performed by Optimum Health Solutions; and

WHEREAS, three additional hospitals have been added to the agreement for approved use by Tazewell County employees and their dependents;


1. Carle Health BroMenn Medical Center located in Bloomington, Illinois.
2. Carle Health Eureka Hospital located in Eureka, Illinois.
3. Carle Foundation Hospital located in Urbana, Illinois.

THEREFORE BE IT RESOLVED that the County Board approves the amended agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Carle Health Plus, Inc., the Human Resources Department and the Auditor of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



County Clerk



County Board Chairman

**First Amendment to the Agreement
between
Tazewell County Employees and Health Plus, Inc.**

WHEREAS, Tazewell County Employees (Organization) has a Physician Hospital Organization Agreement (Agreement) with Health Plus Inc. (HP), with an effective date of June 1st, 2022.

WHEREAS, Tazewell County Employees and HP wish to replace all references to UnityPoint Health Plus in the current Agreement with Health Plus.

WHEREAS, Tazewell County Employees and HP wish to replace Optimum Health Solutions from the current Agreement under Section 3 HP RESPONSIBILITIES with Carle Health.

- 3.8 Health Promotion Services. Health Promotion Services will be offered to Organization at no charge for Employees enrolled in the health plan. These services will be provided one time per year for each year of the contract. These services include:
- (a) Online Health Risk Assessment,
 - (b) Onsite Health Screening for local employees enrolled in the health plan,
 - (i) Complete Metabolic Panel
 - (ii) Lipid Panel
 - (iii) Complete Blood Count
 - (iv) Biometric Measurements
 - (c) Online Personal Health Report with screening results, and
 - (d) Aggregate Data presentation post screening to the Organization.

Additional services are available for purchase through Optimum Health Solutions, Inc. to enhance program if required by Organization.

WHEREAS, Tazewell County Employees and HP wish to replace UnityPoint with Carle in the current Agreement in Section 4 PROVISION OF SERVICES, that reads as follows:

4.1 Necessary Services. Participating Provider will provide Covered Services to Members. New services developed by UnityPoint Health Participating Hospitals during the term of this agreement are not subject to the discounts contained herein and will be negotiated individually.

WHEREAS, Tazewell County Employees and HP wish to strike language from the current Agreement under Section 5 ORGANIZATION RESPONSIBILITIES that reads as follows:

5.6 CONFIDENTIALITY OF RATES. The compensation that is payable to Participating Provider pursuant to the terms of this Agreement will not be disclosed by Organization, *except to the extent required by applicable law or as may be necessary to administer this Agreement.* Organization understands that it is specifically prohibited from leasing or selling the Discounted Charges to, or otherwise allowing the Discounted Charges to be used by, any entity that is not a party to this Agreement.

WHEREAS, Tazewell County Employees and HP wish to add additional Carle Health facilities and their respective rates to the current Agreement. The facilities being added to Attachment B attached herein are as follows:

1. Carle Health BroMenn Medical Center
2. Carle Health Eureka Hospital
3. Carle Foundation Hospital

WHEREAS, Tazewell County Employees and HP wish to replace Home Health/Hospice Services under Ancillary Services in Attachment A of the current Agreement with updated language and codes in Attachment B attached herein.

WHEREAS, Tazewell County Employees and HP wish to add Attachment B attached herein; to the current Agreement dated June 1st, 2022.

WHEREAS, Tazewell County Employees and HP agree to allow Organization to term the current Agreement on November 30th, 2026.

WHEREAS, Tazewell County Employees and HP wish to make this Amendment effective December 1st, 2023.

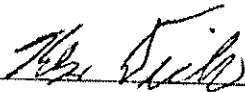
NOW THEREFORE, in consideration of the covenants contained herein, it is mutually agreed by and between the parties as follows:

Authority. Each party signing this Amendment represents that each party has properly authorized such execution. The execution and performance of this Agreement by each party constitutes the valid and enforceable obligation of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year as written below.

Health Plus, Inc.

Tazewell County Employees

By: 

By: _____

Print: Ken Dicken

Print: _____

Title: VP Finance

Title: _____

Date: 3/22/24

Date: _____

ATTACHMENT B

Tazewell County Employees
Exclusive Agreement
Health Plus Rate Schedule

Effective Date: December 1, 2023

**Carle Health BroMenn Medical Center
Carle Health Eureka Hospital**

INPATIENT RATES:

Base Payment = DRG Base Rate X Relative Weight Factor

Relative Weight Factor = The Relative weight as determined by the Center for Medicare and Medicaid Services (CMS) and published in the Federal Register, updated yearly.

	12/01/2023	06/01/2024	06/01/2025	06/01/2026
DRG Base Rate	\$10,800	\$11,232	\$11,681	\$12,148

Outlier: For Inpatient services, if the Facility's regular billing rates for a Facility Stay are equal to or great than 2.5 times the calculated DRG (Outlier threshold), the payor will pay or arrange to pay Facility, the Facility's billed rate reduced by 40%.

OUTPATIENT RATES: 40% discount off billed charges

PHYSICIAN RATES:

90000's codes (included E&M)	145% of Medicare
1000-69999 procedural codes	185% of Medicare
70000-89999 Rad/Lab	225% of Medicare
Non-listed	80% of billed charges
Anes per unit	\$70 per unit
Mid-Level	85% of Physician Rate

Carle Foundation Hospital

INPATIENT RATES: 30% discount off billed charges

OUTPATIENT RATES: 30% discount off billed charges

ANCILLARY SERVICES

HOME HEALTH/HOSPICE SERVICES

Rates include all services and supplies necessary for furnishing hospice care in a facility or home setting including but not limited to personnel services, counseling services, therapeutic services, drugs, IV solutions, equipment and supplies, and instructional training for caregiver.

For services not included on the table, no reimbursement will be made. Participants may not be billed for such services.

Revenue Code	Description	Rate
651	Routine Home Care	15% discount off billed charges
652	Continuous Home Care	15% discount off billed charges
655	Inpatient Respite Care	15% discount off billed charges
656	General Inpatient Care	15% discount off billed charges

General Information

Carle Health

Facilities	Address, General Phone and Fax	Claims Address and Payment Office	Provider Tax ID Number
Carle Foundation Hospital	611 W Park Street Urbana, IL 61801 (217) 383-3311	PO Box 4012 Champaign, IL 61824	37-1119538
Carle Health Methodist Hospital	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	PO Box 4080 Champaign, IL 61824 Effective 12/2/2023	37-0661223
Carle Health Proctor Hospital	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1000	PO Box 4036 Champaign, IL 61824 Effective 12/2/2023	37-0681540
Carle Health Pekin Hospital	600 S. 13 th Street Pekin, IL 61554 (309) 347-1151	PO Box 6005 Champaign, IL 61824 Effective 12/2/2023	37-0692351
Carle BroMenn Medical Center	1304 Franklin Ave Normal, IL 61761	PO Box 4677 Champaign, IL 61824	85-0682363
Carle Eureka Hospital	101 S Major Street Eureka, IL 61530	PO Box 4677 Champaign, IL 61824	85-0683306
Carle Home Health and Carle Hospice	120 NE Glen Oak Ave Peoria, IL 61603	4116 Fieldstone Rd Champaign, IL 61822 Effective 12/2/2023	37-1119538
Illinois Institute for Addiction Recovery	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1055	PO Box 4036 Champaign, IL 61824 Effective 12/2/2023	37-0681540

COMMITTEE REPORT

HR-24-10

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the Interlink Care Management, Inc. Pareto CancerCARE+ Plan Access Agreement; and

WHEREAS, the CancerCARE Program is a fully integrated cancer solution that supports members from the first day of diagnosis well into the stages of cancer aftercare. This program is free to employees enrolled in the County's medical plan; and

WHEREAS, the County's stop loss provider Pareto covers the cost of per employee per month (\$1.37); and

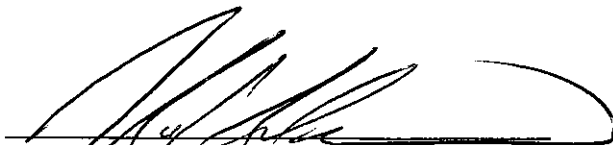
WHEREAS, the County is responsible for the cost of the complex case management fee (\$130.00 per hour billable in six minute increments), which is only applicable to Compass cancer cases: aggressive and life-threatening cancer cases that usually must be treated at an advanced center; and

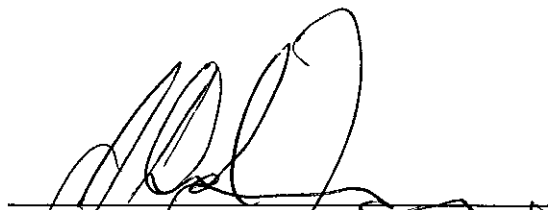
THEREFORE BE IT RESOLVED by the County Board approve the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Interlink Care Management, Inc. CancerCARE Program, the Human Resources Department and the Auditor of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


County Clerk


County Board Chairman



What is CancerCARE?

The CancerCARE Program is a free, fully integrated cancer solution included in YOUR health plan that supports you from the first day of your diagnosis well into the stages of aftercare. CancerCARE coordinates care and benefits for patients with new or existing cancers. Our expert medical team advocates for the best possible care in your community or at a leading national Centers of Excellence location.

Day One Help



The day you receive a cancer diagnosis is overwhelming. Our CancerCARE professionals will answer questions about your diagnosis and help you evaluate your treatment options. They will also help maximize your health benefits and minimize your out-of-pocket expenses.

Register online or by phone promptly (within 72 hours) of diagnosis for the highest care impact.

Personalized Care



Today's cancer treatments vary by cancer type, stage of spread, and the patient's genetic makeup. The most effective care occurs when it is genetically personalized for you. Genetic testing is often not a covered benefit; however, it is fully covered when used for treatment planning with CancerCARE's recommendation.

National Resources

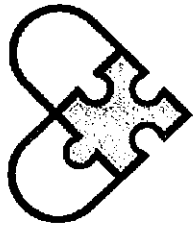


New treatments are developed and tested at leading cancer centers called Centers of Excellence. Treatment received from your local oncologist is often the best possible, but in some instances, we may suggest new treatments that are only offered at a Center of Excellence when those treatments could be more beneficial to you. Two examples would be Clinical Trials or proven new treatments that have not yet been written and given to community oncologists.

Expert Medical Team



During your Initial registration call, our highly trained Intake Coordinators will quickly gather your medical and health plan information. When a diagnosis permits, you will be assigned your own personal Oncology Nurse Expert who will answer any questions you have regarding your diagnosis as well as your care options. CancerCARE's entire team of Doctors, Nurses, and Medical Experts is dedicated to being with you throughout your treatment journey.



Cancer CARE

Program Models and Member Incentives

Program Models and Member Incentives

Classic Model

Member Initiated

- Cancer CARE ability to provide treatment options require patient engagement. This makes the incentives more applicable language coming to the right more important.
- Coordination with existing health plan authorization requests.

Shared Benefits

- Provider and CancerCARE work collaboratively.
- Personalized care via access to a nurse case manager and our expert medical team.
- Evidence based care through specially licensed program tools.
- Patients have access to utilize the best doctors, hospitals and technology through our Centers of Excellence relationships.
- Access to second opinions and clinical trials

Pre-Treatment Review

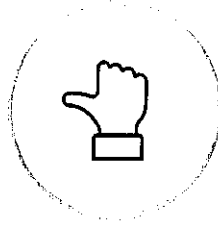
Physician Initiated

- Physicians are required to contact CancerCARE at the time of treatment planning. This ensures CancerCARE has the opportunity to provide treatment options prior to delivery of care.
- Increased return on investment for groups and plans as a result.

Shared Member Incentive Options

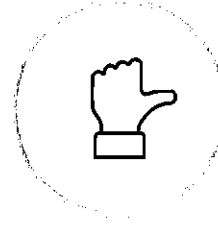
Groups can select positive, Advocacy, or Penalty benefit plan language as part of the standard program to incentive members to participate in the program.

The CancerCARE language becomes part of the health plan language.



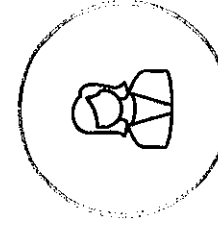
Positive Incentive

Designed to encourage members participate in the program. Typically, some type of cost share waiver E.g. waived copay, or coinsurance.



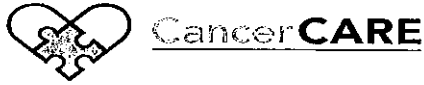
Negative Incentive

Some type of negative outcome for not participating with the CancerCARE Program for diagnosed persons. Example: claims not being paid until registration is complete.



Advocacy Only

Standard plan benefits apply, participants get all the benefits of the CancerCARE program but receive no additional incentive to participate.



INTERLINK Care Management, Inc.

Pareto CancerCARE+ Plan Access Agreement

Tazewell County

_____ (hereinafter referred to as “Plan”) has a relationship with Pareto Health Technologies, LLC (hereinafter referred to as “Approved Distributor”), which provides Plan access to the INTERLINK Care Management, Inc. (hereafter referred to as “INTERLINK”) Pareto CancerCARE+ Program at preferred rates. To take advantage of Approved Distributor’s preferred rate and expedited enrollment process, the Plan must execute this Access Agreement and return it INTERLINK. All references to Plan within this Agreement shall include Plan’s designated agent or administrator where applicable.

DEFINITIONS

Program Compliant: A Covered Person status obtained when the Covered Person has (1) completely registered into the Pareto CancerCARE+ Program and (2) the treatment is deemed concordant with a compliant benefit level as defined within the Plan’s CancerCARE benefit language. INTERLINK shall maintain a provider review process for proposed treatment. Should the proposed treatment not adhere to applicable guidelines for a Program Compliant benefit level, INTERLINK shall encourage the provider to supply all the necessary documentation for a compliance review. An INTERLINK medical professional, or an oncology medical specialist hired by INTERLINK for such services, shall review submitted documentation and render a Program Compliant benefit review determination. INTERLINK shall report Program Compliant status to the Plan for benefit determination.

Covered Person(s): The collective term for both the insured and any covered dependents under the Plan.

Per Employee/Per Month (PEPM) Fee: The compensation paid to INTERLINK on a monthly basis by Approved Distributor for access to the Pareto CancerCARE+ Program. This fee shall include all Pareto CancerCARE+ Program services with the exception of Complex Case Management and Interpretation Services.

Complex Case Management: The Pareto CancerCARE+ Program includes Complex Case Management for those Covered Persons with a high-risk cancer diagnosis. INTERLINK staff will employ clinical expertise to determine which Covered Persons will receive the most value from case management.

National Comprehensive Cancer Network (NCCN®): An alliance of the nation’s most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines® and update them as needed.

NCCN User Flow-Down Terms: INTERLINK warrants that there is currently an effective license agreement with NCCN®, which authorizes the Plan to incorporate the NCCN® name and required NCCN Guidelines® into Plan’s benefit plan language, subject to the User Flow-Down terms attached hereto as Appendix A. INTERLINK agrees to provide the Plan written notice within thirty (30) days of any material change to the license agreement.

McKesson Specialty Health’s Clear Value PlusSM: Application developed by McKesson which provides optimal courses of treatment called Value Pathways. Value Pathways are created by the input of patient specific clinical facts into the application which utilizes NCCN Guidelines®. Each Value Pathway has been based on efficacy, toxicity and cost, providing value to the Covered Person and the Plan.

CancerCARE Triage Center: The INTERLINK staffed call center, open Monday through Friday, 8:00 AM to 5:00 PM (PST), that collects medical and health plan information required to register Covered Persons into the Pareto CancerCARE+ Program and answers Covered Person questions. Within two days after collecting necessary information from Covered Persons and/or providers, staff shall assign Covered Persons into the appropriate Risk Management Group and send the appropriate program information to Plan. The CancerCARE

Triage Center shall be available to provide information and support to Covered Persons throughout the treatment process.

Risk Management Group: During the registration process, the Covered Person is assigned a risk group status. The three classifications are assigned based upon a particular diagnosis or stage of cancer and/or any comorbidities. The three groups are: (a) low risk diagnoses, with no radiation or chemotherapy treatment, (Explorer Program), (b) medium risk, diagnoses with radiation or chemotherapy treatment (Navigator Program) or (c) high risk diagnoses or high stage cancers identified as such by the Plan's CancerCARE benefit language, or those cases requiring over four hours of triage center case management (Compass Program). Each group is assigned specific measures and objectives. Each Covered Person will be monitored pursuant to his/her classification. If a CancerCARE coordinator determines that a certain Covered Person's condition warrants a transfer from one group to another, such transfer shall be communicated to the Plan and Covered Person, along with supporting documentation. Reasons for a transfer between Risk Management Groups may vary, and depend upon each Covered Person's particular diagnosis, stage or comorbidities.

TERMS & CONDITIONS

CancerCARE Plan Language: CancerCARE benefit language must be included in the Plan Document for participation and prior to the Pareto CancerCARE+ Program becoming effective. INTERLINK will review the Plan Document and provide model CancerCARE benefit language based upon existing Plan provisions. Plan may modify the model CancerCARE benefit language, but certain provisions are recommended in order to ensure effectiveness. Such provisions include (1) Program Compliant Benefit Level definitions, (2) a significant benefit level reimbursement differential for Program Compliant and Non-Compliant care, (3) COE Travel Benefits and (4) the COE Referral Provision, as written. Plan agrees to consult with INTERLINK if significant modifications to the CancerCARE model benefit language are considered. Before this Agreement is effective, Plan must provide INTERLINK a copy of its Plan Document and any associated amendment(s) incorporating CancerCARE.

Implementation and Covered Person Notifications: All Covered Persons with a cancer diagnosis (new or existing) must register with the CancerCARE Triage Center to be eligible to receive a Program Compliant benefit level. Prior to the effective date, Plan agrees to complete the CancerCARE implementation program taught by INTERLINK and distribute Covered Person notification materials. The Plan additionally agrees to have a CancerCARE Program logo and the toll-free Triage Center phone number included on the Covered Person's Plan benefit card. The Plan may order extra CancerCARE Program materials not included within the Implementation package at an additional cost. Please contact your account representative for pricing and information on additional materials.

Plan Profile / Plan Specifics: Plan agrees to provide monthly enrollment to INTERLINK on the 15th day of the month. INTERLINK may seek to confirm the contents of the Plan Enrollment Form periodically and at each renewal. Should any Covered Person of the Plan elect coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Plan agrees to notify INTERLINK, and keep INTERLINK apprised of Covered Person's status.

Names, Logos and Proprietary Information: The model CancerCARE benefit language contains numerous registered and trademarked logos and business names. Plan is authorized to replicate and use those protected and trademarked logos pursuant to the NCCN[®] User Flow-Down Terms, which are attached hereto as Appendix A and incorporated by reference. McKesson Specialty Health reserves all rights in its trademarked names and logos. INTERLINK and Approved Distributor reserve all rights in its trademarked names and logos but authorizes Plan to use their intellectual property for materials and communications created for the implementation and operation of the Pareto CancerCARE+ Program. All Pareto CancerCARE+ supplied information is proprietary information owned by INTERLINK and/or Approved Distributor and should not be copied or shared with others without prior consent from INTERLINK and Approved Distributor. Upon termination of this Agreement, Plan agrees to remove and cease all use of associated Names, Logos and Proprietary Information.

Discounts, Contracts and Claims Payment: Plan agrees that all CancerCARE Covered Persons receiving Plan pre-authorized care at a CancerCOE Provider and utilizing an INTERLINK network agreement shall be paid according to the terms and conditions contained in the network agreement between INTERLINK and the

CancerCOE Provider, notwithstanding the Covered Person's Program Compliant status. If a CancerCOE Provider (in the context of cancer related services or a transition to transplant) requires the execution of individual patient Memorandums of Understanding (MOU), the Plan hereby authorizes and instructs INTERLINK to execute such MOUs on behalf of the Plan unless INTERLINK receives instructions to the contrary on or before the second business day following Plan's receipt of the MOU from INTERLINK. If the Plan knows, or has reason to believe, that the Plan payment or the Plan coverage will not cover its financial responsibility described in the MOU, the Plan shall contact INTERLINK. INTERLINK will accept, review and reprice CancerCOE Provider bills only. Most cancer treatments monitored by this program will likely be performed by community-based providers and Plan should continue to use PPOs, or other discounted arrangements for that care. Only those registrants with planned or scheduled treatment with a CancerCOE Provider will receive CancerCARE ID cards directing claims to INTERLINK. CancerCOE Provider Network Discounts and repricing fees are included in the CancerCARE Triage Center PEPM fee. If a Covered Person becomes a transplant candidate and utilizes an INTERLINK transplant network agreement, an additional access fee will apply if the Covered Person receives transplant services.

Signature Authority: The authority to sign MOUs on behalf of the Plan, as granted above, shall be in force until INTERLINK is notified by Plan in writing that such authority is terminated. By signing below, the authorized officer/employee for Plan represents and warrants his or her authority to grant INTERLINK MOU signature authority.

Reporting: INTERLINK shall provide reports for analytical, historical and planning purposes, and also provides written notifications for benefit payment level purposes upon any change in Covered Person status or treatment plan. INTERLINK shall produce a report for analytical and planning purposes at the end of each quarter. This report shall include (1) the Covered Persons who have registered into the Pareto CancerCARE+ Program and those who did not successfully register and (2) the Covered Persons who were referred to Complex Case Management, the date a case opened and closed with Complex Case Management. Individual Complex Case Management referrals, including initial, ongoing and closure reports will be sent to the Plan on occurrence or monthly.

Term/Renewal: A Pareto CancerCARE+ Program commitment runs from the beginning of the Plan benefit year to the end of the Plan benefit year, and automatically renews for additional benefit years unless terminated as outlined in the Termination/PEPM Fee provision. Notification of any change in the CancerCARE Fee Schedule shall be provided to the Approved Distributor with ninety (90) days prior notice for distribution to the Plan.

Termination/PEPM Fee: This Agreement may be terminated by Plan with thirty (30) days written notice or INTERLINK with ninety (90) days written notice prior to benefit plan renewal. If Plan elects to terminate access to the Pareto CancerCARE+ Program, INTERLINK shall bill for any applicable fees for 30 days from the date of notice. INTERLINK may terminate this Agreement immediately upon Plan's breach of any requirement herein. Upon termination, INTERLINK will transition any Covered Persons in Case Management to replacement vendors if available.

Approved Distributor has agreed to pay the PEPM Fee associated with the Pareto CancerCARE+ Program. Should Approved Distributor's agreement with INTERLINK terminate, the PEPM rate in effect for Approved Distributor at the time of termination shall become the responsibility of Plan. In the event of such termination, INTERLINK shall honor Approved Distributor's rate through the end of Plan's benefit year. If at the end of this benefit year, or if Plan terminates its agreement with Approved Distributor, Plan may continue access to the CancerCARE Program under the current CancerCARE Fee Schedule in effect at that time. In the event of either termination, Plan shall provide applicable PEPM Fee payment thirty (30) days from the date of invoice or on the date specified for ACH Payment. Payments not made within 30 days from the date of invoice or ten (10) days from the date of ACH Payment shall incur late payment penalties of nine percent (9%) per annum.

If Plan does wish to purchase the CancerCARE Program after termination of their access to the Pareto CancerCARE+ Program, a new Access Agreement will be required, and all references to the Pareto CancerCARE+ Program must be removed from Plan materials.

Complex Case Management Fees: Fees for Complex Case Management as outlined within the current CancerCARE Fee Schedule are in addition to the PEPM fee and the responsibility of Plan. Plan hereby acknowledges that the CancerCARE Program is responsible for referring Covered Persons to and from nurse case management. For Covered Persons with a preexisting cancer treatment protocol with an existing case manager, INTERLINK will provide nurse-to-nurse oversight level services to collect treatment information on an hourly basis, provided that Plan prefers to continue with the existing case manager. Payment for any applicable Complex Case Management fees shall be due within thirty (30) days from the date of invoice. Payments not made within 30 days from the date of invoice shall incur late payment penalties of nine percent (9%) per annum. Plan agrees to compensate INTERLINK for Complex Case Management fees incurred by Covered Persons who retroactively terminate coverage.

Interpretation Services: Should a Covered Person require the use of an interpreter, Plan agrees to reimburse INTERLINK as outlined in the current CancerCARE Fee Schedule. Such payment shall be in addition to the PEPM Fee and due within 30 days from the date of invoice. Payments not made within 30 days from the date of invoice shall incur late payment penalties of nine percent (9%) per annum. Plan agrees to compensate INTERLINK for Interpretation Services incurred by Covered Persons who retroactively terminate coverage.

Confidentiality: INTERLINK and the Plan agree to keep information confidential, which includes but is not limited to rate and proprietary information, and any information regarding Covered Persons in accordance with all state and federal laws. INTERLINK and Plan agree to execute further agreements as necessary, including but not limited to a Business Associate Agreement, to fully comply with all current and future state and federal patient confidentiality laws.

Limit of Liability: Plan acknowledges that INTERLINK will not be deemed or understood to be an Employee Retirement Income Security Act of 1974 (“ERISA”) plan administrator or fiduciary, and that INTERLINK has no responsibility of any kind for: (1) medical outcomes or the quality or competence of any physician, facility or provider rendering service, (2) payment of any medical, hospital or other bills resulting from any medical or surgical treatment or confinement and (3) interpretation of any benefit plan contract concerning coverage or denial of benefits.

Effective Date: Plan and INTERLINK desire this Agreement to be effective on 03/01/2024 Plan acknowledges that services under the Pareto CancerCARE+ Program cannot commence until this Agreement and a Business Associate Agreement are executed and the Plan with all associated vendors have undergone CancerCARE implementations. Additionally, as outlined in the CancerCARE Plan Language provision above, the Plan must install CancerCARE benefit language before INTERLINK may perform services. Plan agrees to use best efforts to participate in or facilitate appropriate Plan and Vendor implementations prior to the Effective Date.

CancerCARE Program Fee Schedule:

Fee Type	Fee Structure	Rate
PEPM Fee	Paid by APPROVED DISTRIBUTOR	\$1.37 PEPM
Complex Case Management	Billable to Plan in six (6) minute increments	\$130.00/Hour
Interpretation Services	Billed to Plan as actual cost plus 15%	Invoice Cost + 15%

The pricing outlined above reflects Approved Distributor’s pricing for the Pareto CancerCARE+ Program. This pricing shall remain in effect until changes in pricing are communicated to Plan per the Term/Renewal provision above or termination of this Agreement.

Acknowledged and agreed:
Tazewell County

Signature: _____ Date: _____

Print Name: Angela Hutton Title: Human Resources Director

INTERLINK Care Management, Inc.

CancerCARE Participation Agreement

APPENDIX A

USER FLOW-DOWN TERMS

1. Grant of Limited License.

INTERLINK grants to USER a non-transferable, non-exclusive, limited, personal license to access and view the NCCN Guidelines® and the NCCN Compendium® provided via the INTERLINK CancerCARE Program.

2. Intellectual Property Rights.

USER acknowledges that NCCN is the owner of all right, title and interest in and to the NCCN Compendium®, including, without limitation, all modifications, updates and other derivative works thereof and all copyright and other intellectual property rights related thereto. USER agrees that it shall not at any time dispute, challenge, or contest, directly or indirectly, NCCN's right, title and interest in and to the NCCN Guidelines® and the NCCN Compendium®, or assist or aid others to do so.

3. Restrictions on Use.

A) General

USER may view the NCCN Guidelines® and the NCCN Compendium® via the INTERLINK CancerCARE Program solely for its own personal purposes. User may not copy, transfer, reproduce, modify or create derivative works of any part of the NCCN Guidelines® or the NCCN Compendium® for any reason and may not use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose.

B) Clinical Use

Clinicians may use the NCCN Guidelines® or the NCCN Compendium® accessed via the INTERLINK CancerCARE Program to support diagnosis and treatment of their cancer patients. At all times and for all purposes, the NCCN Guidelines® and the NCCN Compendium® may only be used in the context of clinicians exercising independent medical or professional judgment within the scope of their professional license. No one, including clinicians, may use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose and may not claim, represent, or imply that NCCN Guidelines® or the NCCN Compendium® that have been modified in any manner is derived from, based on, related to or arises out of the NCCN Guidelines® or the NCCN Compendium®.

C) Notices

No copyright, trademark or other notices or legends contained on the NCCN Compendium® shall be removed and all copies of the NCCN Guidelines® or the NCCN Compendium® must contain, at a minimum, the following notices: "© National Comprehensive Cancer Network, Inc 2011, All Rights Reserved. NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN GUIDELINES® and NCCN COMPENDIUM® are trademarks owned by the National Comprehensive Cancer Network, Inc."

D) Review of Use

Upon NCCN's request, USERS shall provide NCCN with examples of each use of the NCCN Guidelines® or the NCCN Compendium® under this Agreement. USER agrees to immediately cease any such use on receipt of notice from NCCN that such use is in violation of this Agreement.

4. Restrictions; Disclaimers; Limitation of Damages.

A) General

The NCCN Guidelines® and the NCCN Compendium® are based upon consensus of the authors regarding their views of currently accepted approaches to cancer treatment. The NCCN Guidelines® and the NCCN Compendium® are produced completely independently and are not intended to promote any specific drug or biologic. INTERLINK is a licensee of the NCCN Guidelines® and the NCCN Compendium® with permission to utilize the NCCN Guidelines® and the NCCN Compendium® solely as references. NCCN does not certify, guarantee, or promote the INTERLINK CancerCARE Program or its accuracy. To purchase the latest version of the NCCN Compendium® or to view the complete library of NCCN content, visit NCCN.org.

B) Updates

The NCCN Guidelines® and the NCCN Compendium® are updated at NCCN's discretion to reflect updates and changes in cancer care. All responsibility for INTERLINK to utilize updated versions of the NCCN Guidelines® and the NCCN Compendium® rests solely with INTERLINK. NCCN has no obligation to advise USER of any

updates nor does NCCN have any obligation to update the NCCN Guidelines® or the NCCN Compendium® at any time for any reason.

C) No Representations or Warranties

NCCN makes no representations or warranties and explicitly disclaims the appropriateness or applicability of the NCCN Guidelines® or the NCCN Compendium® to any specific patient's care or treatment. Any clinician seeking to treat a patient using the NCCN Guidelines® or the NCCN Compendium® is expected to use independent medical judgment in the context of individual clinical circumstances of a specific patient's care or treatment.

D) WARRANTY DISCLAIMER

NCCN MAKES NO WARRANTIES CONCERNING THE NCCN GUIDELINES® OR THE NCCN COMPENDIUM®, WHICH ARE PROVIDED "AS IS." NCCN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NCCN DOES NOT WARRANT THE ACCURACY, CURRENCY, APPROPRIATENESS, APPLICABILITY OR COMPLETENESS OF THE NCCN COMPENDIUM®, NOR OF ANY PARTICULAR NCCN GUIDELINE® OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE NCCN COMPENDIUM® IN TREATMENT.

E) LIABILITY LIMITATION

IN NO EVENT SHALL NCCN OR ITS MEMBER INSTITUTIONS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT OR USE OF THE NCCN COMPENDIUM® INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF NCCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.

5. Trademarks.

USER recognizes that NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN Guidelines® and NCCN COMPENDIUM®, are trademarks ("Marks") of the National Comprehensive Cancer Network, Inc., that NCCN retains all goodwill and intellectual property rights in such Marks and shall not use the Marks or any confusingly similar Marks for any commercial purpose, including, without limitation, for purposes of marketing or promoting its services, without the prior written approval of NCCN, which approval may be withheld in NCCN's sole discretion. Each approved use of the Marks shall require the independent written approval of NCCN.

6. Modification of User Agreement.

NCCN reserves the right to change the terms of the User Agreement with regard to the NCCN Guidelines® or the NCCN Compendium® at any time. Updated versions of this Agreement will appear in the INTERLINK CancerCARE Program. Continued use of any updated version of the NCCN Guidelines® or the NCCN Compendium® after any such changes constitutes USER's agreement to be bound by such changes.

7. Remedies for Violation.

NCCN reserves the right to seek all remedies available at law and in equity for violations of the User Agreement, including but not limited to the right to block access to the NCCN Guidelines® and/or the NCCN Compendium®.

8. General.

USER agrees that this Agreement contains the entire agreement between NCCN and USER relating to its subject matter. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. The terms of this Appendix will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving any effect to the conflict of law provisions thereof, and each party agrees to submit to personal jurisdiction in the federal and state courts of Pennsylvania and waives any objection to venues in said courts. This Agreement will not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is expressly excluded. The NCCN Guidelines® or the NCCN Compendium® will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions.

INTERLINK Care Management, Inc.
CancerCARE Participation Agreement
APPENDIX B

Summary of the CancerCARE Program

As it applies to Health Plan with Meritain as their TPA, and who is a member of Pareto, the following is a description of the CancerCARE Program

1. Everyone on your health plan will have access to the CancerCARE Program.
 - a. See "Covered Person(s)" definition in the Access Agreement.
2. If a Member of your health plan has a current, or receives a new cancer diagnosis they are encouraged to call CancerCARE.
 - a. See "Program Compliant" definition in the Access Agreement.
 - b. See also, "Risk Management Group" definition in the Access Agreement.
3. If a Member of your health plan contacts CancerCARE, the CancerCARE team will:
 - a. Talk to them about the CancerCARE Program.
 - b. Take the steps necessary to allow a Covered Person to register with the CancerCARE Program.
 - i. See "Program Compliant" definition in the Access Agreement.
4. During the registration process the Covered Person will be assigned a risk group, based upon their particular diagnosis or stage of cancer and/or any comorbidities.
 - a. See "Risk Management Group" definition in the Access Agreement.
5. All registered Covered Persons will have access to the CancerCARE Program, and be assigned a nurse case manager.
6. The Plan will receive communication from the CancerCARE Program quarterly reporting, and patient specific information.
 - a. See "Risk-Management Group" and "Reporting" in the Access Agreement.
7. The CancerCARE Program runs for the benefit year, renewing automatically, unless terminated by the Plan.
 - a. See "Term Renewal" and "Termination/PEPM Fee," of the Access Agreement.
8. All fees for everything above is included in the PEPM fee paid by Pareto.
 - a. See "Per Employee/Per Month (PEPM) Fee" in the Access Agreement.
9. In the event a Covered Person is assigned to Complex Case Management, additional case management fees will be billed. In the event that a covered person should require the use of an interpreter, fees for use of an interpreter will be billed.
 - a. See "Complex Case Management Fees", "CancerCARE Program Fee Schedule", "Interpretation Services" in the Access agreement.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made and entered into effective 03/01/2024
by and between Tazewell County (Covered Entity) and
INTERLINK Health Services, Incorporated and INTERLINK Care Management, Inc. ("Business Associate")
(jointly "the Parties"). In consideration of the mutual promises below, and other good and valuable
consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR part 160 and part 164, subparts A and E as now or hereafter amended.

- (a) "*Breach*" shall have the same meaning given such term in 45 CFR 164.402.
- (b) "*Electronic PHI*" shall mean protected health information that is transmitted or maintained in any electronic media, as this term is defined in 45 C.F.R. § 160.103.
- (c) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended and related HIPAA regulations (45 CFR Parts 160-164).
- (d) "*HITECH*" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- (e) "*Limited Data Set*" shall mean protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State, and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;
 - (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers
 - (xii) Device identifiers and serial numbers;
 - (xiii) Web Universal Resource Locators (URLs);
 - (xiv) Internet Protocol (IP) address numbers;
 - (xv) Biometric identifiers, including finger and voice prints; and
 - (xvi) Full face photographic images and any comparable images.
- (f) "*Protected Health Information*" or "*PHI*" shall mean information created or received by a health care provider, health plan, employer, or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or

"PHI" in this Agreement shall mean both Electronic PHI and non-electronic PHI, unless another meaning is clearly specified.

- (e) "*Security Incident*" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. GENERAL TERMS

- (a) In the event of an inconsistency between the provisions of this Agreement and a mandatory term of the HIPAA Regulations (as these terms may be expressly amended from time to time by the U.S. Department of Health and Human Services ("DHHS") or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- (b) Where provisions of this Agreement are different from those mandated by the HIPAA Regulations or the HITECH Act, but are nonetheless permitted by the Regulations or the Act, the provisions of this Agreement shall control.
- (c) Except as expressly provided in the HIPAA Regulations, the HITECH Act, or this Agreement, this Agreement does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) Privacy of Protected Health Information

- (i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, or disclose PHI only in a manner that is consistent with this Agreement or the HIPAA Privacy Rule and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "treatment, payment, and health care operations" in accordance with the HIPAA Privacy Rule.
 - (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Agreement.
 - (2) Business Associate shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement.
- (ii) *Business Associate Obligations.* As permitted by the HIPAA Privacy Rule, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
 - (1) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
 - (2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

- (iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Agreement, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.
- (iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Privacy Rule and, where applicable, in accordance with the HITECH Act, Business Associate will make available to those individuals who are subjects of PHI, their PHI in Designated Record Sets by providing the PHI to Covered Entity (who then will share the PHI with the individual), by forwarding the PHI directly to the individual, or by making the PHI available to such individual at a reasonable time and at a reasonable location. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Privacy Rule, and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such information available directly to the individual. Business Associate further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.

Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Agreement or the Agreement in writing permits or requires: (i) for the purpose of payment activities or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; and (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

- (vi) *Amendment.* Business Associate shall make available PHI for amendment and incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Privacy Rule.
- (vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or further protect the PHI if Business Associate determines that return or destruction is not feasible.
- (ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Agreement.
- (x) *Termination for Breach.*

- (1) Business Associate agrees that Covered Entity shall have the right to terminate this

Agreement or seek other remedies if Business Associate violates a material term of this Agreement.

- (2) Covered Entity agrees that Business Associate shall have the right to terminate this Agreement or seek other remedies if Covered Entity violates a material term of this Agreement.

(b) Information and Security Standards

- (i) Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the integrity, confidentiality, and availability of, and to prevent nonpermitted use or disclosure of, PHI created or received for or from the Covered Entity.
- (ii) Business Associate agrees that with respect to PHI, these safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (iii) More specifically, to comply with the HIPAA Security Standards for PHI, Business Associate agrees that it shall:
 - (1) Implement administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.
 - (2) As also provided for in Section 3(d) below, ensure that any agent, including a subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect it;
 - (3) Report to Covered Entity, Security Incidents of which Business Associate becomes aware that result in the unauthorized access, use, disclosure, modification, or destruction of the Covered Entity's PHI, (hereinafter referred to as "Successful Security Incidents"). Business Associate shall report Successful Security Incidents to Covered Entity as specified in Section 3(e);
 - (4) For any other Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Business Associate shall aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 3(e);
 - (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident;
 - (6) Permit termination of this Agreement if the Covered Entity determines that Business Associate has violated a material term of this Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and

- (7) Upon Covered Entity's request, Business Associate will provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI.

(c) Compliance with HIPAA Transaction Standards

- (i) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Agreement for the Covered Entity. As provided for in Section 3(d) below, Business Associate will require any agent or subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its agents or subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

- (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (2) Adds any data element or segment to the maximum defined data set;
- (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- (4) Changes the meaning or intent of the Standard Transaction's implementation specification.

- (ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

- (iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

(d) Agents and Subcontractors.

Business Associate shall include in all contracts with its agents or subcontractors, if such contracts involve the disclosure of PHI to the agents or subcontractors, the same restrictions and conditions on the use, disclosure, and security of such PHI that are set forth in this Agreement.

(e) Breach of Privacy or Security Obligations.

- (i) *Notice and Reporting to Covered Entity.* Business Associate will notify and report to Covered Entity (in the manner and within the timeframes described below) any use or disclosure of PHI not permitted by this Agreement, by applicable law, or permitted in writing by Covered Entity.
- (ii) *Notice to Covered Entity.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than ten (10) calendar days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting the Covered Entity's obligations under the HITECH Act and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.
- (iii) *Reporting to Covered Entity.*
 - (1) For Successful Security Incidents and any other use or disclosure of PHI that is not permitted by this Agreement, the Agreement, by applicable law, or without the prior written approval of the Covered Entity, Business Associate - without unreasonable delay and in no event later than thirty (30) days after Business Associate learns of such non-permitted use or disclosure - shall provide Covered Entity a report that will:
 - a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach;
 - b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
 - c. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);
 - d. Identify who made the non-permitted access, use, or received the non-permitted disclosure;
 - e. Identify what corrective action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures;
 - f. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
 - g. Provide such other information, including a written report, as the Covered Entity may reasonably request.
 - (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 3(b)(iii)(4); (ii) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate will implement to address the security inadequacies.
- (iv) *Indemnification.* Business Associate agrees to indemnify and hold Covered Entity harmless from

any and all liability, damages, costs (including reasonable attorneys' fees and costs), and expenses imposed upon or asserted against Covered Entity arising out of any claims, demands, awards, settlements, judgments, penalties, or fines relating to use or disclosure of PHI contrary to the provisions of this Agreement, and/or applicable law by Business Associate or Business Associate's directors, officers, employees, agents, contractors or business associates.

(iv) *Termination for Breach.*

- (1) Covered Entity and Business Associate each will have the right to terminate this Agreement if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Agreement by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(v) *Continuing Privacy and Security Obligations.* Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Agreement, are those set forth in this Agreement.

Tazewell County

INTERLINK

David Zimmerman

Name

Name

Signature

Signature

Tazewell County Board Chairman

Title

Title

Date

Date

LETTER OF REPRESENTATION

To Whom It May Concern,

INTERLINK Care Management, Inc. CancerCARE has a business associate relationship with the health benefit plan of Tazewell County to provide cancer case management and treatment review services. Please provide CancerCARE with requested Medical Records so that they can perform their contracted services.

Such activities do not require patient authorization pursuant to 45 CFR 164.506. Medical Records can be submitted to CancerCARE via secure fax (503-640-6277) or email (cancermanagement@interlinkhealth.com).

If you have any questions, please feel free to contact CancerCARE at 877-640-9610.

Thank you for your time and attention.

Signature of Authorized Representative for the Health Benefit Plan of Tazewell County

David Zimmerman

Signatory Name Printed

Tazewell County Board Chairman

Signatory Title

Date

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to make changes to the County's Health Insurance Plan document to cover weight loss surgery procedures; and

WHEREAS, the treatment of obesity has been excluded under the County's Health Insurance Plan since 2012; and

WHEREAS, most insurance plans in the United States plus Medicare and Medicaid cover weight loss surgery; and

WHEREAS, weight loss surgery has been found to lower the risk of cancer, heart disease, high blood pressure, infertility, sleep apnea, stroke, and type 2 diabetes; and

WHEREAS, weight loss surgery has been found to be more economical long-term reducing the need for prescriptions such as high blood pressure and diabetes medication, reducing need for other treatments and procedures, increasing productivity, reducing absenteeism, and improving quality of life. Over a lifetime, weight loss surgery can have an incremental cost-effective ratio of \$14,056 per quality-adjusted-life per year; and

WHEREAS, the average cost of weight loss surgery is \$7,500 to \$26,000 while weight loss medications can range from \$800 to \$1,400 per month indefinitely; and

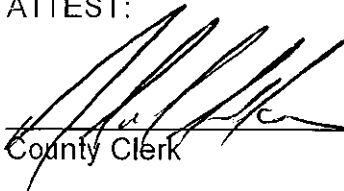
WHEREAS, the County's TPA, Consociate, has recommended the approval of these types of weight loss surgery – gastric bypass, duodenal switch, SADI-S, gastric banding, and sleeve gastrectomy. Patients must meet certain criteria for each procedure before it may be approved including but not limited to BMI requirements, mental health consultation, and nutritional counseling; and

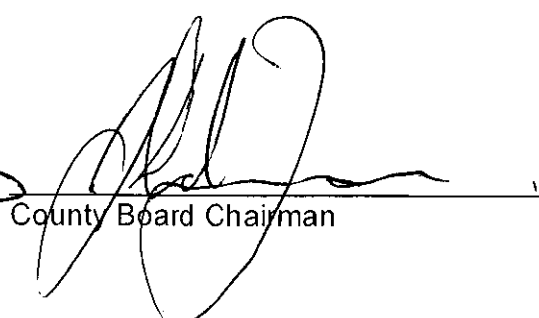
THEREFORE BE IT RESOLVED that the County Board approves the recommendations and directs Consociate to incorporate the attached changes into the health plans.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department and Consociate of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


County Clerk


County Board Chairman

**Duodenal Switch, laparoscopic single anastomosis duodenal-ileal switch (SADI-S),
Gastric Banding Device**

1. Must meet *either* a (adults) *or* b (adolescents):

a. For adults aged 18 years or older, presence of persistent severe obesity, documented in contemporaneous clinical records, defined as *any* of the following:

i. Body mass index (BMI) exceeding 40 (or exceeding 37.5 for persons of Asian ancestry) measured prior to preoperative preparatory program; *or*

ii. BMI greater than 35 (or exceeding 32.5 for persons of Asian ancestry) measured prior to preoperative preparatory program in conjunction with *any* of the following severe co-morbidities:

a. Clinically significant obstructive sleep apnea (i.e., person meets the criteria for treatment of obstructive sleep apnea set forth in CPB 0004 - Obstructive Sleep Apnea in Adults); *or*

b. Coronary heart disease, with objective documentation (by exercise stress test, radionuclide stress test, pharmacologic stress test, stress echocardiography, CT angiography, coronary angiography, heart failure or prior myocardial infarction); *or*

c. Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic despite concurrent use of 3 anti-hypertensive agents of different classes); *or*

d. Type 2 diabetes mellitus; *or*

e. Nonalcoholic steatohepatitis (NASH) *or*

b. For adolescents who have completed bone growth (generally age of 13 in girls and age of 15 in boys), presence of obesity with BMI exceeding 40;

2. Member has attempted weight loss in the past without successful long-term weight reduction; *and*

Member has participated in an intensive multicomponent behavioral intervention designed to help participants achieve or maintain weight loss through a combination of dietary changes and increased physical activity. This intensive multicomponent behavioral intervention must meet *all* of the following criteria:

- a. Member's participation in an intensive multicomponent behavioral intervention must be documented in the medical record. Records must document compliance with the program. For members who participate in an intensive multicomponent behavioral intervention (e.g., Jenny Craig, MediFast, Minute Clinic/Health Hubs, OptiFast, Weight Watchers), program records documenting the member's participation and progress may substitute for medical records. Program must be intensive (12 or more sessions on separate dates over any duration of time) and occur within 2 years prior to surgery. **Note:** Programs may extend beyond two years if the final session occurred within two years prior to surgery; *and*
 - b. Intensive multicomponent behavioral intervention may be in-person or remote, and may be group or individual-based; *and*
 - c. The intensive multicomponent behavioral intervention program must have components focusing on nutrition, physical activity, and behavioral modification (e.g., self-monitoring, identifying barriers, and problem solving). The multicomponent behavioral intervention program may be supervised by behavioral therapists, psychologists, registered dietitians, exercise physiologists, lifestyle coaches or other staff; *and*
3. Screening for obstructive sleep apnea (OSA), using a validated screening questionnaire (including the ESS, STOP Questionnaire (Snoring, Tiredness, Observed Apnea, High Blood Pressure), STOP-Bang Questionnaire (STOP Questionnaire plus BMI, Age, Neck Circumference, and Gender), Berlin Questionnaire, Wisconsin Sleep Questionnaire, or the Multivariable Apnea Prediction (MVAP) tool). The medical records should document that OSA screening has been performed, although the results of such screening do not need to be forwarded to Aetna for review. **Note:** Screening is not required for persons already diagnosed with OSA; *and*

4. For members who have an active substance abuse disorder, or have a history of eating disorder (in addition to obesity) or severe psychiatric disturbance (schizophrenia, borderline personality disorder, suicidal ideation, severe depression) or who are currently under the care of a psychologist/psychiatrist, pre-operative psychological clearance is necessary in order to exclude members who are unable to provide informed consent or who are unable to comply with the pre- and post-operative regimen. **Note:** The presence of depression due to obesity is not normally considered a contraindication to obesity surgery.

Per MCG criteria / Gastric Restrictive Procedure with Gastric Bypass by Laparoscopy

The patient must have obesity which meets one of the following bullet points:

- Adult patient has BMI of 35 or greater (32.5 or greater in Asian patients)
- Adult patient has BMI of 30 to 34.9 (27.5 to 32.4 in Asian patients)^[A] and **ALL** of the
 - Clinically serious condition related to obesity (eg, type 2 diabetes, obesity hypoventilation, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe lower extremity osteoarthritis, treatment-resistant hypertension)
 - Failure of nonsurgical therapy, as indicated by **1 or more** of the following:
 - Inadequately controlled hyperglycemia despite optimal diabetic treatment^[B]
 - Positive airway pressure therapy not effective or not tolerated for obstructive sleep apnea or obesity hypoventilation
 - Treatment-resistant hypertension^[C]
 - Other serious obesity-related condition insufficiently responsive to nonsurgical treatment (eg, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe osteoarthritis)
- Adolescent patient (13 to 17 years of age) has BMI of 40 (or 140% of 95th percentile in age and sex-matched growth chart) or greater.
- Adolescent patient (13 to 17 years of age) has BMI of 35 (or 120% of 95th percentile in age and sex-matched growth chart) or greater and clinically serious condition related to obesity (eg, type 2 diabetes, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, Blount disease (tibia vara), slipped capital femoral epiphysis).

Patient is candidate for bariatric surgery, as indicated by **ALL** of the following

- Patient has tried and has failed to achieve and maintain sufficient weight loss with nonsurgical treatment.
- Correctable cause for obesity not identified (eg, hypothyroidism, Cushing syndrome)

- Current substance abuse not identified
- Not currently pregnant and no planned pregnancy within 18 months of surgery
- Expectation that patient will be able to adhere to postoperative care requirements (eg, judged to be committed, and willing to participate and adhere to postoperative instructions)
- No current untreated or uncontrolled eating disorder
- No serious untreated or uncontrolled medical, psychiatric, psychosocial, or cognitive condition that would interfere with adherence to postoperative instructions and self-care
- Patient is receiving treatment in multidisciplinary program that can provide **ALL** of the following:
 - Preoperative medical consultation
 - Preoperative mental health consultation
 - Nutritional counseling
 - Exercise counseling
 - Patient support programs

**Per MCG criteria / Gastric Restrictive Procedure, Sleeve Gastrectomy, by Laparoscopy
ORG: S-516 (ISC)**

The patient must have obesity which meets one of the following bullet points:

- Adult patient has BMI of 35 or greater (32.5 or greater in Asian patients)
- Adult patient has BMI of 30 to 34.9 (27.5 to 32.4 in Asian patients)^[A] and **ALL** of the
 - Clinically serious condition related to obesity (eg, type 2 diabetes, obesity hypoventilation, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe lower extremity osteoarthritis, treatment-resistant hypertension)
 - Failure of nonsurgical therapy, as indicated by **1 or more** of the following:
 - Inadequately controlled hyperglycemia despite optimal diabetic treatment^[B]
 - Positive airway pressure therapy not effective or not tolerated for obstructive sleep apnea or obesity hypoventilation
 - Treatment-resistant hypertension^[C]
 - Other serious obesity-related condition insufficiently responsive to nonsurgical treatment (eg, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe osteoarthritis)
- Adolescent patient (13 to 17 years of age) has BMI of 40 (or 140% of 95th percentile in age and sex-matched growth chart) or greater.
- Adolescent patient (13 to 17 years of age) has BMI of 35 (or 120% of 95th percentile in age and sex-matched growth chart) or greater and clinically serious condition related to obesity (eg, type 2 diabetes, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, Blount disease (tibia vara), slipped capital femoral epiphysis).

And all of the following:

Patient has tried and has failed to achieve and maintain sufficient weight loss with nonsurgical treatment.

Correctable cause for obesity not identified (eg, hypothyroidism, Cushing syndrome)

Current substance abuse not identified

Not currently pregnant[E] and no planned pregnancy within 18 months of surgery

Expectation that patient will be able to adhere to postoperative care requirements (eg, judged to be committed, and willing to participate and adhere to postoperative instructions)

No current untreated or uncontrolled eating disorder

No serious untreated or uncontrolled medical, psychiatric, psychosocial, or cognitive condition that would interfere with adherence to postoperative instructions and self-care

Patient is receiving treatment in multidisciplinary program that can provide ALL of the following:

- Preoperative medical consultation
- Preoperative mental health consultation
- Nutritional counseling
- Exercise counseling
- Patient support programs

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

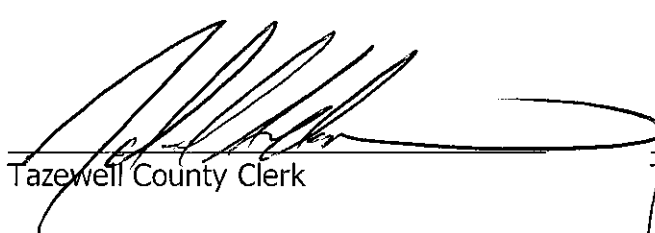
WEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and


THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, TCRC, Inc. DBA We Care, the Treasurer and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



A. PCOM Comments

B. PCOM Certification

I hereby certify that I have reviewed this application including all attachments, all information and all signatures, and found it to be complete and accurate and ready for submittal to IDOT for approval. (In the case of multiple PCOM's, all PCOM's must sign and date; select the "Add" button to insert space for the second and subsequent PCOM signatures).

PCOM Signature

Date

Dawn Cook

3/12/24

PCOM Name - Typed

Dawn Cook



A. Mode of Service

Operator(s)

List all operators and mode here (include all that apply for each operator; select "Add Row" if multiple operators):

Operator Name	Mode of Service (select all that apply)			
	Fixed Route	Demand Response	Route Deviation	Commuter Bus
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See Mode Definitions Hide Mode Definitions

B. Service Mode Certification

- There has been no change to the service mode or service area since the prior grant application.
- There has been a change to the service mode or service area since the last application IDOT was notified of the change at least 90 days prior to the change occurring and notification documentation is attached.
- There has been a change to the service mode or the service area since the last application. IDOT was notified however, the notification was less than 90 days prior to the change occurring and notification documentation is attached.
- There has been a change to the service mode or service area since the last application. IDOT has not been notified of the change.

I certify the service mode and service area information listed above is accurate and any information provided previously to IDOT represents the operator's current mode and service area

Signature & Date

 3/18/21

Name

J. David Zimmerman

Title

Tazewell County Board Chairman



A. Grantee Contact Person/PCOM

The PCOM is appointed by the grantee (applicant) and concurred on by the Department. This person will act as the Department's primary contact for the grant and will review grant documents and pay requests for accuracy before they are sent to the Department. This person is knowledgeable about public transportation programs, this grant and the grantee's (applicant's) oversight responsibilities. Please list the Grantee's contact person/PCOM responsible for project and financial oversight:

Name		Title	
Dawn Cook		PCOM, Director Tazewell County EMA	
Address		City	State Zip Code
21304 State Route 9		Tremont	IL 61568
Phone	Fax	E-mail	
(309) 925-2271	(309) 925-3631	dcook@tazewell-il.gov	

Please identify by name and title in the space below the chief officers of record of applicant's governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (select "Add Row" to insert as many rows as necessary):

Official's Name	Official's Title
J. David Zimmerman	Chairman
Mindy Darcy	Finance Director
Hannah Clark	Treasurer

The organizational status of the applicant is:

- Municipality
- County
- Nonprofit Corporation
- Mass Transit District
- Other (explain): _____

B. Identification of Operators

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which **portion of the service** and/or **which portion of the service area** each operator will handle.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+ disabled, general public, etc.)

Operator Name	Target Service Group				Service Area
	General Public	60+	Disabled	Low Income	
TCRC, Inc., DBA We Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rural Tazewell County

C. Service Coordination Methods

If you identify more than one service provider in Section A, then the applicant should describe, in detail, how service delivery will be coordinated among operators. Applicants should be prepared to address such issues as coordination of reservation capability, coordination of service delivery, elimination of duplication of service provision among providers, and methods that a project is marketed to the general public as a "system," rather than service provided by individual providers.

In the space below, describe coordination methods used to insure that general public transportation as well as target group transportation is provided (this text box will expand upon exit to accommodate text input).

There are no other transportation services operating in Rural Tazewell County at this time.

D. Coordination With Other Human Service Agencies and Programs

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.

In the space below, type service coordination efforts with other entities here (this text box will expand upon exit to accommodate text input).

Quarterly meetings with social service agencies and Central Agency on Aging.

E. Operating Entity Certification

For **each** proposed operator(s) please provide a fully completed and executed copy of the following along with a copy of all purchase of service agreements (this document should be completed and signed by the operator, if different from the grantee/applicant):

If the applicant has more than one operator, list the official and name below (select "Add Row" to insert additional rows) One certification form is provided in this section; if additional forms are needed, select "Create Additional Operator Certification" to the right (the forms will be added after the first Certification)

Create Additional Operator Certification

Delete Additional Operator Certification

Operating Entity Certification

<input type="checkbox"/> Municipality	<input type="checkbox"/> University
<input type="checkbox"/> County	<input type="checkbox"/> Individual
<input checked="" type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Mass Transit District	<input type="checkbox"/> Private for-Profit
<input type="checkbox"/> Other (explain): _____	


The operator's address:

Address	City	State	Zip Code
33 S. 4th St.	Pekin	IL	61554

Phone	E-mail
(309) 347-7148	jamied@tcrorg

The operator's Federal Employer's Identification Number (FEIN):

FEIN
37-6016936

Officer or Official Signature	Date
	3/19/24

Title
Executive Director

F. Operator Contact Person

Please list the Operator's contact person(s) responsible for project and financial management (you may list up to five (5)):

Operator		Primary Contact Name	
TCRC, Inc., DBA We Care		Jamie Durdel	
Email		Title	Phone
jamied@tcrcorg.com		Executive Director	(309) 347-7148
Operator		Primary Contact Name	
TCRC, Inc., DBA We Care		Amy Svymbersky	
Email		Title	Phone
amy@tcrcorg.com		Vice President of Finance	(309) 347-7148
Operator		Primary Contact Name	
TCRC, Inc., DBA We Care		Greg Cassidy	
Email		Title	Phone
greg@tcrcorg.com		Chief Operating Officer	(309) 347-7148
Operator		Primary Contact Name	
TCRC, Inc., DBA We Care		Molly Anderson	
Email		Title	Phone
molly@tcrcorg.com		VP of Transportation	(309) 347-7148
Operator		Primary Contact Name	
TCRC, Inc., DBA We Care		Darren Howlett	
Email		Title	Phone
darren@tcrcorg.com		Director of Transportation	(309) 347-7148
Add Contact	Remove Contact		

G. Relationship Between Grantee and Operator

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state or Federal procedures outlined in FTA Circular 4220.1F to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP) to deliver all or some components of Section 5311 service. Second, a state may elect to grant Section 5311 funds to a lower tier subrecipient through a primary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1G, Chapter V, paragraph 4. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract. OMB, in 2 CFR part 200.74, define these entities as pass-through agreements.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

If the applicant has more than one operator, complete this question for each operator (select the "Add Operator" button to insert additional checkboxes).

Operator No.

- Not Applicable/Grantee is the Operator
- Pass-Through Operator*
- Formal Request for Proposals (RFP)
- Formal Invitation for Bids (IFB)
- Sole Source (Requires IDOT Concurrence)
- Other

Describe "Other" (200 words or less)

H. Operator and Managerial Capacity

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and technical capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements.

Describe fiscal, managerial and technical capacity (200 words or less)

We Care has operated the rural transportation services in Tazewell County since 1985. Tazewell County requires an annual audited financial report prepared by an outside auditor of the provider's total agency. Also, documentation from a lending institution establishing a line of credit is required. Proof of insurance with at least \$1,000,000 liability coverage is furnished by the operator.

I. Contractor Service Monitoring Methodology

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and technical capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements.

Describe fiscal, managerial and technical capacity (200 words or less)

An elected member of the Tazewell County Board is named liaison with the provider. The liaison attends quarterly meetings with representatives of the provider. These meetings are held at the transportation facility. The County has appointed a Program Compliance Oversight Monitor (PCOM) to conduct regular financial and operating oversight meetings. The PCOM reviews all requests for payment before they are submitted to IDOT. The PCOM does a physical review of the vehicles annually. IDOT sends copies of audits, letters and reviews to the County, therefore keeping the County informed as to the compliance of the provider.

Public Transit Employee Protections

A. Special Warranty

When federal funds are used to acquire, improve, or operate a mass transit system (public transportation), federal law requires arrangements to protect the interests of mass transit employees (see 49 U.S.C. § 5333(b), formerly Section 13(c) of the Urban Mass Transportation Act). Section 5333(b) specifies that these protective arrangements must provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs (49 U.S.C. § 5333(b)(2)).

The Department of Labor (DOL) must certify that protective arrangements are in place and meet the above requirements for all grants of assistance under of the Federal Transit Law before the Department of Transportation's Federal Transit Administration (FTA) can release funds. The FTA includes the terms and conditions of the certification and protective arrangements in its contract of assistance with the grant recipient. There is no basis for a waiver or exemption from the requirements of section 5333(b).

Before undertaking a project, the applicant for Section 5311 funding (or a legally responsible entity designated by the state) must agree in writing to the Special Warranty. IDOT is responsible for assuring that each grantee has a currently valid signed Special Warranty and for certifying this to DOL for each grant.

B. Labor Organizations in the Service Area

The Special Warranty also requires that IDOT "provide to DOL and maintain at all times an accurate, up-to-date listing of all existing transportation providers which are eligible recipients of transportation assistance funded by the project, in the transportation service area of the project, and any labor organization representing the employees of such providers."

List existing providers and labor unions below

Union Name	Local Number	Transit Organization
none		

Local Planning Efforts

A. Public Notice, Public Meeting, and Planning Efforts to Support This Application

Describe what role local planning activities/initiatives played in the development of the proposed Section 5311 project.

Section 5323(a) (1) of the Federal Mass Transit Act of 1964, as amended requires "that the program provides for the participation of private companies engaged in public transportation to the maximum extent feasible. ."

Attach a copy of the Public Notice and certification thereof as Attachment VI.

Attach the minutes of the Public Meeting as Attachment VII.

Also, provide a list below that describes in general the plans and other planning tools used and how they were utilized in the development of this project (example: county comprehensive plans, ridership surveys, technical studies, etc.).

B. Transit System Planning Efforts, Last Five Years

Describe your planning efforts over the past 5 years and how the public has participated in those efforts.

To encourage local input and to decrease non-passenger miles (deadhead), satellite locations have been in place in Tazewell County for over 20 years. The Community locations have included Armington, Delavan, Green Valley and Minier, IL. Vehicles are based in the town/village in rural Tazewell County that indicates ridership response is higher than in another part of the County. Efforts are made for local focus groups to provide input into the transportation needs of the individuals living in the service area. Contact information is distributed to riders and ridership satisfaction surveys are completed periodically. County and provider officials attend local HSTP meetings and encourage public input.

C. Ridership and Service Demand Surveys (required annually)

Indicate the Date of the Last Demand Survey

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize

Demand surveys were completed in FY '01 and FY '10. Approximately 400 surveys were issued. The survey included Woodford and Tazewell Counties. Communities that had a low ridership were targeted in FY '03 with random names of individuals who appear to have not used the system were selected for the survey. As a result of low ridership and lack of expressed interest, evening hours were eliminated and expansion to weekend hours is not planned. The few evening riders were notified in advance of the change. The general public would be notified by removal of the hours of operation from literature and replaced with the phrase "To find out more about service or to arrange a ride, call...". Notification would also be made at the monthly transportation meetings. Scheduled monthly transportation meetings are posted in the County's monthly scheduled notices. Due to a lack of interest in the FY '10 survey, expansion to weekend and evening hours continues to not be anticipated at this time. Quality/demand surveys were distributed in FY '06, FY '10, FY '11 and FY '15. A telephone quality/demand survey has been conducted annually since FY '12 with 169 surveys in FY '20. Surveys were sent out in April, 2024.

AGREEMENT FOR THE PURCHASE OF SERVICES BETWEEN THE COUNTY OF TAZEWELL AND TCRC, INC. DBA WE CARE

THIS AGREEMENT is made and entered into this 1st day of April 2024, by and between the County of Tazewell, referred to in this Agreement as “Grantee” and TCRC, Inc. DBA We Care, Morton Illinois, referred to in this Agreement as “Provider”.

WHEREAS, the Grantee has applied for Public Transportation Assistance under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S. C. § 5311); and

WHEREAS, the Grantee’s application has been approved by the Illinois Department of Transportation, Division of Public Transportation; and

WHEREAS, the Provider agrees to adhere to the provisions of the Illinois Department of Transportation and Federal Transit Administration Assistance Programs Certifications and Assurances for Grantees included in the annual application; and

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, Grantee and Provider HEREBY AGREE as follows:

ARTICLE 1. BACKGROUND

Section 1.1. *County of Tazewell.*

The County of Tazewell supports the access to, and the availability of transportation in the rural areas of Tazewell County through grant funding allocated by the Illinois Department of Transportation under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311), and Downstate Public Transportation Operating Assistance (State Program “DOAP”) Grant Agreements. The County of Tazewell contracts with TCRC, Inc. DBA We Care to provide such transportation services throughout the County.

Section 1.2. *TCRC, Inc. DBA We Care, Morton Illinois.*

The objective of TCRC, Inc. DBA We Care is to provide services that help individuals maintain independence and to improve the quality of life for those in need. TCRC, Inc. DBA We Care is engaged in the business of transporting passengers by motor van vehicles intrastate, is duly qualified and currently authorized and licensed to lawfully transport passengers. TCRC, Inc. DBA We Care exists as a non-profit governed by a board of directors.

Section 1.3. *Authority to Contract.*

Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations stated within.

Section 1.4. Determination to Purchase Services.

The Grantee desires to procure from the Provider Transportation Services and Other Services as described in this agreement and the Provider desires to provide such Services.

Section 1.5. Agreement Negotiated.

The Grantee and Provider have negotiated the terms and conditions of this Agreement, and the Grantee's Board has found and determined that it is in the best interest of the public and Grantee to execute this Agreement for the provision of Transportation Services and other Services from Provider.

ARTICLE 2. SCOPE AND DESCRIPTION OF SERVICES

Section 2.1. Transportation Services.

Throughout the Agreement Term, Provider, acting as an independent contractor for the benefit of Grantee and not as an agent for Grantee, agrees to provide safe, efficient, and economical transportation to the citizens of Tazewell County along with paratransit for service for elderly and disabled passengers during the schedule of times at which such service is to be provided. As an integral part of providing such service, Provider and its representatives shall at all times:

- A. Comply with all state and Federal Laws including, without limitation, 49 C.F.R. Parts 27, and 37;
- B. Comply with all of the other provisions of this Agreement;
- C. Provide transportation services to the citizens of Tazewell County;
- D. Provide transportation services to the citizens of Tazewell County, Monday through Friday from 6:00 a.m. to 5:00 p.m. with the exception of natural disasters, unsafe weather conditions or an unforeseen reduction of available vehicles; as well as mutually agreed upon holidays:

New Year's Day	MLK Day	President's Day	Good Friday
Memorial Day	Juneteenth	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve	Christmas Day

- E. Set all routes, pick-up schedules, provide services to the entirety of Tazewell County;
- F. Take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing such transportation services including keeping all vehicles in a clean and safe condition;
- G. Conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical, and efficient manner;
- H. Ensure all funding is utilized fairly and without discrimination;

- I. Provide data that includes public complaints, number of trips, mileage, fuel usage, and fiscal information;
- J. Maintain all vehicles, fixing any defects in a prompt manner;
- K. Pay all maintenance vehicle costs;
- L. Maintain all licenses, titles and insurance for vehicles;
- M. Purchase all fuel for the operation of vehicles;
- N. Provide driver training and maintain driver records;
- O. Prepare the 5311 and DOAP grant applications;
- P. Provide financial reports related to grant fund use; and
- Q. Establish a TCRC, Inc. DBA We Care Board that oversees operations.

Grantee and or its representatives shall at all times:

- A. Act as a pass through for 5311 and DOAP funds;
- B. Appoint a PCOM to oversee compliance;
- C. Attend TCRC, Inc. DBA We Care meetings;
- D. Assist in the Preparation of the 5311 and DOAP grant applications;
- E. Oversee the TCRC, Inc. DBA We Care operations and expenditure funds;
- F. Verify that TCRC, Inc. DBA We Care is in compliance with all state and Federal laws;
- G. Verify vehicles are maintained and insured; and
- H. Verify all drivers are insured and drug tested.

Section 2.2. *Other Services.*

Throughout the Agreement Term, Provider shall provide all ancillary and supporting services necessary or appropriate to providing the Transportation Services and to complying with the requirements of this Agreement, including, without limitation, the following services:

- A. Provider shall maintain all garages, yards, facilities, equipment, materials, and supplies used in providing or supporting, the Transportation Services;
- B. Provider shall provide all professional, supervisory, administrative, skilled, and unskilled personnel necessary or appropriate to provide the Transportation Services and to carry out its other obligations under this Agreement; and
- C. Provider shall comply with the reporting and recordkeeping requirements set forth in Sections 5.1 and 5.2 of this Agreement.

Section 2.3. *Permitted Variations in transportation Services and Other Services Due to Force Majeure.*

Provider shall not be in default of its obligations to provide Transportation Services and Other Services as herein required to the extent that it is unable to provide such Services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, and other events and conditions that are beyond the reasonable ability of Provider to control or remedy and that render provision of such Service impossible or not reasonably feasible. In any

such case, Provider shall provide such modified or reduced Services as are practicable under the circumstances and shall use all reasonable efforts to restore full Services in accordance with this Agreement at the earliest possible time.

ARTICLE 3. EMPLOYEES

Section 3.1. *Compliance with Federal, State, and Local Laws.*

Provider agrees that, with respect to persons employed by it to provide Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public at large. Provider also agrees to provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b) for persons employed by it to provide Transportation Service and Other Services.

Section 3.2. *Employment of Personnel.*

Except as otherwise provided in this Agreement, Provider shall be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required to perform Provider's obligations under this Agreement.

Provider shall employ only such persons as are competent and qualified to provide Transportation Services and Other Services in accordance with the requirements of this Agreement. All employees shall meet all applicable qualifications established by federal, state, and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. The Provider shall comply with all federal requirements relating to drug and alcohol testing including, but not limited to, those imposed under 49 C.F.R. Parts 40, 653, and 654.

ARTICLE 4. NONDISCRIMINATION, EQUAL EMPLOYMENT, AND BUSINESS OPPORTUNITY

Section 4.1. *Compliance with Federal, State, and Local Laws.*

Provider shall comply with all applicable federal, state, and local laws anti-discrimination and equal employment and business opportunity laws and regulations, including but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 et seq; the Federal Transit Act, 49 U.S.C. Section 5332(b); Titles VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, 2000e et seq; the Civil Rights Act of 1866 and 1871,

42 U.S.C. Section 1981 and 1983; the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794.

Section 4.2. Equal Employment Opportunity.

Provider shall comply with all the affirmative action, equal employment opportunity, and minority business enterprise requirements in Exhibit A.

Section 4.3. Failure to Comply.

In the event Provider's noncompliance with any provisions of Exhibit A or with any federal, state, or local antidiscrimination or equal employment or business opportunity law, including but not limited to those identified in Section 4.1 hereof, results in Provider being declared not responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Grantee in whole or in part, and such other sanctions, penalties, or remedies as may be provided by contract, law, or regulation may be imposed or invoked.

EXHIBIT A---AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY, AND BUSINESS ENTERPRISE PROGRAM

Business Enterprise Program (BEP) for businesses owned by minorities, women, veterans, and persons with disabilities. In connection with the performance of this Agreement, Provider shall provide for the maximum utilization of BEP and shall use its best efforts to ensure that BEP shall have maximum practicable opportunity to compete for all subcontract work under this Agreement. Provider agrees to comply with the following United States Department of Transportation requirements and to include such clauses in each subcontract:

- (1) "Policy. It is the policy of the Department of Transportation that BEP as defined in 49 C.F.R Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the BEP requirements of 49 C.F.R. Part 23 apply to this Agreement."
- (2) "BEP Obligation. (i) The recipient or its contractor agrees to ensure that BEP as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that BEP have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

ARTICLE 5. REPORTS, RECORDS, AND INSPECTIONS.

Section 5.1. Reports, Forms, and Statements Required.

The Provider shall furnish the Grantee with all reports relating to Financial Accounting and Reporting, Employee Training and Oversight, Employee Drug and Alcohol Testing, Safety Management, Title VI Programs and Federal Grant Requirements upon request. Forms and statements that may be required by this Agreement or by federal, state, or local laws or regulations or by order of any duly constituted authority.

Section 5.2. Records.

- A. Creation and Maintenance. Provider shall create and maintain full, accurate, and complete records of all Transportation Services and Other Services performed; all time spent; all materials, equipment, and supplies purchased; and all costs incurred in the performance of the Transportation services and Other Services pursuant to this Agreement, including all records required by this Agreement, or any applicable law or regulation.
- B. Disposal or Destruction. Unless Grantee shall consent in writing to the destruction of any such records, and except for records required to be delivered to Grantee at the end of the Agreement Term, Provider shall make said records available for review, inspection, and audit in accordance with Section 5.3 below during the entire Agreement Term and for 3 years thereafter, or such longer period as may be required by law or any applicable grant; provided that prior to the disposal or destruction of any of any such record by Provider following said period, Provider shall give notice to Grantee of any record or records to be disposed of or destroyed and the intended date of disposal or destruction, which shall be at least 90 days after the effective date of such notice. Grantee shall have 90 days after receipt of any such notice to give notice to Provider not to dispose of or destroy said record or records and to require Provider to deliver such record or records to Grantee or its designee, at Grantee's expense, on a confidential basis if appropriate.

Section 5.3. Inspection and Audits.

- A. Right of Grantee. Grantee shall have the right, with or without prior notice to Provider, to review, inspect, and audit all Transportation Services and Other Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of Transportation Services and Other Services.
- B. Performance of Inspections and Audits. The Grantee shall perform such review, inspection and audit and shall have the rights enumerated in section 5.3A above. Any inspection, review or audit shall be performed in a manner that will not unduly delay or interfere with the Provider's performance under this Agreement and Provider shall cooperate with Grantee. The Grantee may perform any such review, inspection, or

audit through an officer, employee, or any designated agent or independent contractor.

- C. **Defined Term.** The phrase “all information and records related thereto” as used in this section shall mean all information and records under the control or supervision of, or reasonably available to, Provider relating to this Agreement or the Transportation Services and Other Services that are reasonably necessary for Grantee to verify or audit Provider’s performance under this Agreement, or the accuracy or appropriateness of any Reimbursable Expenditure or portion thereof, or Provider’s compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs, or drawings, whether preliminary, draft, final, or other form.

Section 5.4. Confidential Information.

- A. **General.** All information supplied by Grantee to contractor for or in connection with this Agreement or the Transportation Services or Other Services shall be held confidential by Provider and shall not, without the prior express written consent of Grantee, be used for any purpose other than performance of Transportation Services or Other Services. Neither Provider nor any subcontractor or supplier of Provider shall own or be entitled to claim a copyright in the Agreement, nor other documents prepared by grantee and by Provider pursuant to this Agreement.

ARTICLE 6. PAYMENT

Section 6.1. Payment for Services.

In consideration of the Transportation Services and Other Services to be provided by the Provider pursuant to this Agreement, Grantee agrees act as the Pass-Through agent for the Provider for cash flow and daily operating expenses.

ARTICLE 7. TERM OF AGREEMENT

Section 7.1 Term.

The term of this Agreement shall be one year commencing on the 1st day of April 2024.

ARTICLE 8. COVENANTS AND REPRESENTATIONS

Section 8.1 *General.*

The Provider is a duly authorized and existing not for profit corporation, in good standing under the laws of the State of Illinois, and has the legal power and authority to provide, engage in, and carry out Transportation Services and Other Services. Provider shall maintain an identity as a not-for-profit corporation and shall make no attempt to cause its existence as a not-for-profit corporation to be abolished during the Agreement Term.

Section 8.2 *Authorization.*

Provider has been duly authorized to execute this Agreement by its board, and the execution and delivery of this Agreement by all of the parties' signatories hereto shall constitute a valid and binding obligation of Provider, enforceable in accordance with its terms.

Section 8.3. *Approvals Received.*

All such approvals, consents, permits, licenses, certificates, authorizations, or modifications as may be required to permit the performance by Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

Section 8.4. *Compliance with Applicable Laws.*

The Provider shall comply with all federal, state, and local statutes, laws, rules, regulations, and orders applicable to the Transportation Services and Other Services.

Section 8.5 *Compliance with Grant Conditions.*

Provider shall comply with all conditions of, and all laws and regulations and all policies, practices, and procedures applicable to, any federal, state, or local grant received by Grantee or Provider at any time with respect to Transportation Services and Other Services under this Agreement.

ARTICLE 9. GENERAL

Section 9.1 *Interpretation.*

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties hereto participated equally in drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 9.2 Severability.

The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and affect. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 1st day of April 2024, by their duly authorized representatives:

PROVIDER'S NAME & ADDRESS

TCRC, Inc. DBA We Care
33 S. 4th St.
Pekin, IL 61554

GRANTEE'S NAME & ADDRESS

Tazewell County
11 S. 4th St.
Pekin, IL 61554

Signed: _____

Jamie Durdel
Executive Director

Signed: _____

J. David Zimmerman
Board Chairman

Attest: _____

Ally Holman



Purchase of Service and Subaward Contracts



Each participant purchasing transit services from another provider must complete the information requested in this form

Please note the following clarification of the Department's requirements for reporting Purchased Transportation expense: **Incidental Purchased Transportation costs deemed an eligible expense shall be reported as a lump sum expense on Line 5100 - Purchased Transportation. The profit or amount in excess of the actual expense reported in those line items should then be reported as "Management Service Fees" on Line 5200.**

If any of the requested information cannot be submitted, please explain why.

This form must be completed FOR EACH SERVICE CONTRACTOR.

If the applicant has more than one contractor, list the official and name below (click "+" to add more rows).

Add OP-7	Remove OP-7
----------	-------------

Contractor/Subawardee Identification

Name of Operator	Phone	E-mail	
TCRC, Inc., DBA We Care	(309) 347-7148	jamied@tcrcorg.com	
Address	City	State	Zip Code
33 S. 4th St.	Pekin	IL	61554
Total Contract Amount			
\$2,027,230.00			

Describe the cost basis of the contract amount shown above (per ride, per hour, etc.)

Direct operating expenses such as wages, fringe benefits, fuel, etc.
--

Describe the service to be provided including an identification of the population to be served, limits on service, etc. (Use additional sheets if necessary)

Transportation for the general public including seniors and persons with disabilities.
--

Indicate number and type of vehicles used

13 medium duty buses

Contractor Operators Salaries and Wages/Other Costs

Number of Operators	Average Wage	Total Operator Wages
21	\$19.40	\$847,258.00
Subtotal: Operator Salaries and Wages		\$847,258.00

Other Salaries and Wages

Job Title	No Employees - This Position	Total Other Wages
Executive Director/CEO	1	\$36,714.92
Chief Operating Officer	1	\$19,957.23
Director of Transportation	1	\$33,280.00
Operations Director	1	\$33,000.11
VP of Special Grants & Transportation	1	\$38,475.00
VP of Finance	1	\$21,243.87
Accounting Associates	4	\$36,852.57
Dispatchers	3	\$51,053.60
Transportation Bookkeeper	1	\$22,880.00
Mechanics	2	\$44,064.60
Subtotal: Other Salaries and Wages		\$337,521.90

Other Expenses

Expense Type (List Below)	Estimated Costs
Fringe Benefits	\$461,800.48
Professional & Technology Services	\$28,848.00
Other Services (recruiting, training, repair & maintenance)	\$6,540.00
Materials & Supplies (fuel, tires, automotive supplies)	\$294,871.62
Utilities	\$8,030.00
Auto Insurance	\$29,994.00
Property & Liability Insurance	\$7,159.00
Miscellaneous (public relations, advertising, fees)	\$5,207.00
Subtotal: Other Expenses	\$842,450.10
Total - All Contractor Expenses	\$2,027,230.00

Explain any special arrangement you have with the provider (i.e. maintenance, training, vehicle housing, etc.). Use additional Sheets if necessary)

none

LEGAL NOTICE
PUBLIC NOTICE
TAZEVELL COUNTY
TRANSPORTATION

Notice is hereby given that a public hearing will be held at the We Care Transportation facility located at 111 Detroit Parkway, Morton, IL on Wednesday, March 13, 2024 at 3:15 P.M. for the purpose of discussing a Transportation Operating Grant and a Capital Assistance Grant authorized under Section 5311 of the Federal Transit Act of 1991 and the State of Illinois operating assistance grants under Article of the Downstate Public Transportation Act II (30 ILCS 740/1-1 et seq.), generally described as follows:

The system is currently in operation as Rural Tazewell County Transportation and will provide services for the general public residing in Rural Tazewell County and will provide expanded services for persons 60 years of age or older and persons with disabilities. Vehicles will be equipped with two-way P.M. radios and hydraulic lifts for wheelchairs. The project will not be engaged in charter bus or school bus operation; no families or businesses will be displaced by the project nor will it have significant environmental impact.

At the hearing, Rural Tazewell County Transportation will afford the opportunity for interested persons or agencies to be heard with respect to the project. Written comments must be received prior to March 13, 2024 by mailing to 33 S. 4th St., Pekin, IL 61554.

A copy of the application may be viewed at 111 Detroit Parkway, Morton, IL between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday after March 13, 2024.

MINUTES OF PUBLIC HEARING

DATE: March 13, 2024


LOCATION: 111 Detroit Parkway, Morton, Illinois 61550

RE: Section 5311 and DOAP Application for program participation: Tazewell County

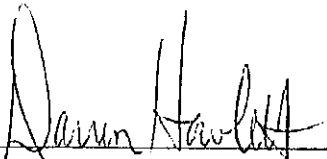
The hearing was opened at 3:15 P.M.

As there were no further comments or questions, the hearing closed at 3:30 P.M.

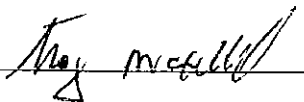
Those in attendance:



Molly Anderson
Vice President of Special Grants and Transportation
TCRC Inc./We Care



Darren Howlett
Director of Transportation
TCRC Inc./We Care

ATTEST: 



Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List both personnel whose time will be charged to the project, either as a direct or indirect expense by entering "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column

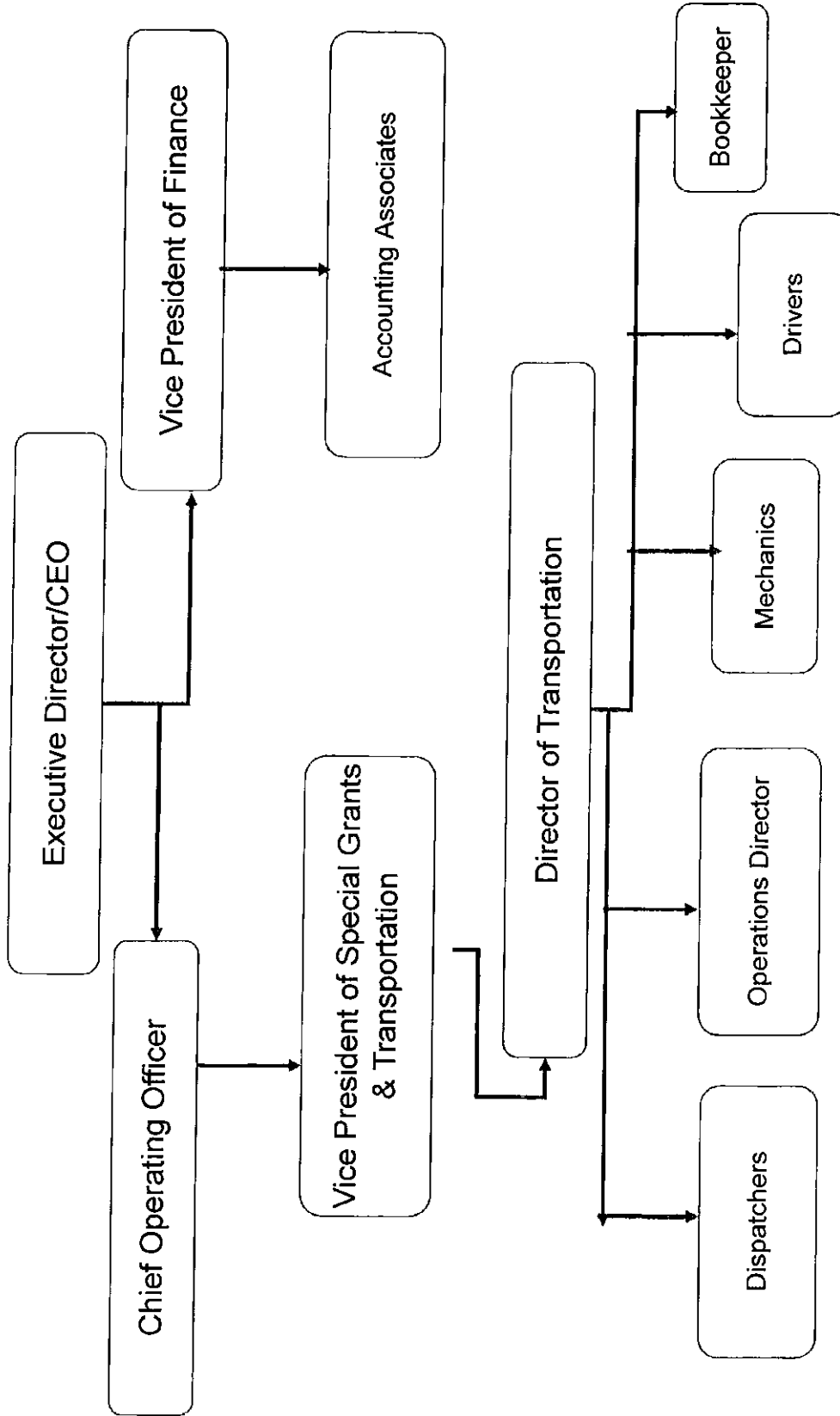
Submit one table for each operator.

Job Title	Direct or Indirect Staff Position		Administrative or Operating Personnel		Full or Part-Time Position	
	Direct	Indirect	Admin	Op.	Full-Time	Part-Time
Executive Director/CEO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1
Chief Operating Officer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1
Director of Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
VP of Special Grants & Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1
VP of Finance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1
Accounting Associates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		4
Operations Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Dispatchers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	
Transportation Bookkeeper	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1
Mechanics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	1
Drivers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	4
Total Human Resource Effort (expressed in FTEs)					20	14

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

Please supply copies of all contracts with the submittal of this application.

TRANSPORTATION





Illinois Department
of Transportation

Transit 5311 Formula Grants
Application Part II

Office of Intermodal Project Implementation
Section 5311 Application
Part II: Forms, Certifications, and Assurances

State Fiscal Year: 2025

Submitted by:

Legal Name of Applicant Agency: Tazewell County

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Data Input Sheet

The Section 5311 Application requires the applicant to complete various certifications and assurances. These forms require the applicant to fill-in various repetitive fields in order to be complete. On this page, complete all fields and the various forms will be auto-populated with the correct values; the applicant only needs to print, sign, and scan the executed assurance.

IDOT has also converted Exhibit I and J, previously Excel spreadsheets, to the new fillable form. Note these exhibits are formatted for 11 x 17 ledger size paper.

Organization Status of the Applicant

Applicant is (select one): County City Mass Transit District

Information About the Applicant

Applicant Name

Name of Authorized Official to Execute Certifications:

Title of Authorized Official to Execute Certifications:

Name of Applicant's Legal Counsel/Attorney:

Name of the Applicant's Contact to Discuss Application:

Title of Applicant's Contact Person

Name of the Governing Board

Information for Completing the Enabling Ordinance and Board Resolution:

Ordinance Number:	Number, Elected Governing Board	Members Present for Vote	Aye Votes to Ordinance	Nay Votes to Ordinance	Abstaining Votes to Ordinance
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

Day of Governing Board Adoption

Month of Governing Board Adoption

Year of Governing Board Adoption

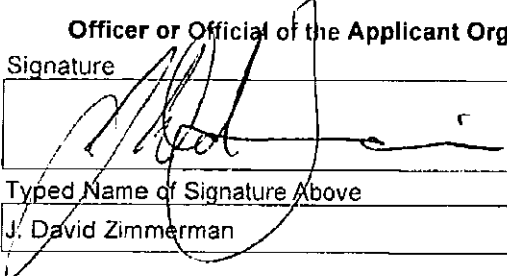
Applicant's Certification of Intent

Applicant's Name:	Tazewell County		
Address 1:	11 S. 4th St.		
Address 2:			
City:	Pekin	State	IL
		Zip Code	61554

Applicant's Contact Person		Title	
Dawn Cook		PCOM/Tazewell County EMA Director	
Phone	Fax	E-mail	
(309) 925-2271	(309) 925-3631	dcook@tazewell-il.gov	

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Office of Intermodal Project Implementation, for grants under Article II and Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

Officer or Official of the Applicant Organization

Signature	Date
	3/14/24
Typed Name of Signature Above	
J. David Zimmerman	

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEVELL COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program, Tazewell County will provide all required local matching funds.

Section 3. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County such application.

Section 4. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PRESENTED and ADOPTED this day of .

Signature of Authorized Official

Date

Attest



3/14/24

Title

Tazewell County Board Chairman

Public Transportation Applicant Ordinance

ORDINANCE NUMBER. _____

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION
IN TAZEWELL COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Tazewell County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Tazewell County Board Chairman and Tazewell County that:

Section 1. Tazewell County shall hereby provide public transportation within the county or counties limits.

Section 2. The clerk/secretary to the governing board of Tazewell County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Tazewell County Board Chairman and the Tazewell County Board on the of , and deposited and filed in the office of the clerk/secretary on that date.

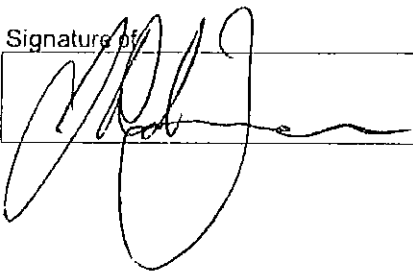

Elected Board Members: _____

Members Present at Vote: _____

Members Voting "Aye": _____ Members Voting "Nay": _____ Members Abstaining: _____

Signature of

Date

	
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Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWell COUNTY

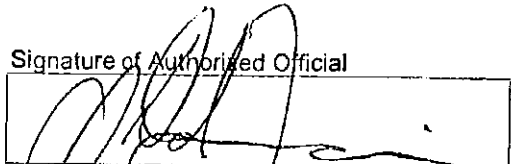
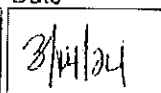
Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Tazewell County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Tazewell County Board on the day of

Signature of Authorized Official

Date

	
---	---

Authorized Official's Name Typed

J. David Zimmerman



Title VI Subrecipient's Questionnaire

As a recipient of Federal grant funding, the Illinois Department of Transportation (IDOT) is required to ensure that all subrecipients are in compliance with Title VI of the Civil Rights Act of 1964 rules, regulations, and Executive Orders, which govern Title VI on Federally-funded project. To ensure that subrecipient of Federal Transit Administration funding are in compliance with these requirements, your organization must complete the following questionnaire in its entirety.

If you have questions on how to complete this form, please contact the Illinois Department of Transportation, Bureau of Civil Rights, Room 317, 2300 S. Dirksen Parkway, Springfield, IL 62764 or call (217) 782-2762.

Legal Name of Applicant	Date of Report
Tazewell County	Mar 11, 2024

PART 1: TITLE VI PLAN & COMPLAINT PROCEDURES		
1.	Does your organization have a Title VI Program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A.	If "Yes," does your organization's Title VI Program include:	
(i)	A Title VI notice to the public that indicates the applicant complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(ii)	Instructions to the public regarding how to file a Title VI discrimination complaint?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(iii)	A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the recipient since the time of the last submission?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(iv)	A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(v)	A copy of the recipient's plan for providing language assistance to persons with limited English proficiency?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(vi)	A table depicting the racial breakdown of the membership of transit-related, non-elected planning boards, advisory councils or committees, or similar bodies (whose membership is selected to the applicant)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(vii)	If the applicant has constructed a transit facility, a copy a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	Does your system operate fixed route services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A.	If "Yes," does your organization's Title VI Program include:	
(i)	System-wide service standards for vehicle load factors, vehicle headways, on-time performance, and service availability?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(ii)	System-wide service policies for the distribution of transit amenities and vehicle assignment?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered "Yes" above, then you must submit a copy of your organization's Title VI Program as part of the application process.

If "No," in the space provided below, please explain how your organization plans to meet its Title VI Program obligations.

There are no transit non-elected boards, advisory councils, committees or similar bodies whose memberships are selected by the applicant.

PART 2: NON-DISCRIMINATION POLICY & STATEMENT

Does your organization have a non-discrimination policy that is incorporated into a Statement of Nondiscrimination? Yes No

If your answered "Yes" above, then you must submit a copy of your organization's nondiscrimination policy statement as part of the application process.

If "No," in the space provided below, please explain.

PART 3: Title VI Coordinator/Specialists

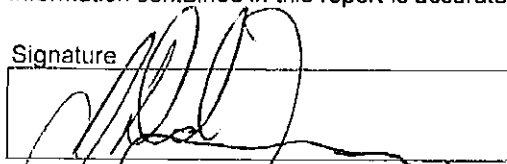
Does your organization have a person employed who is responsible for handling civil rights issues and/or a Title VI Coordinator/Specialist? Yes No

If "Yes," then please provide the following information about the Title VI employee:

Name	Title	Mailing Address
Dawn Cook	PCOM	21304 State Route 9
City	State	Zip
Tremont	IL	61568
Telephone		
(309) 347-7148		

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, i certify that I am authorized to sign this questionnaire on behalf of my organization, and that the information contained in this report is accurate and complete to the best of my knowledge.

Signature	Date
	3/14/24
Printed Name	
J. David Zimmerman	
Printed Title	
Tazewell County Board Chairman	

Equal Employment Opportunity (EEO) Checklist (page 1 of 2)

EEO Overview

Since 1977, USDOT has required recipients and subrecipients of transit funding meeting certain criteria to establish Equal Employment Opportunity (EEO) Programs and to comply with applicable laws and regulations.

FTA is responsible for ensuring that its recipients do not engage in employment discrimination:

A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, religion, national origin, sex, disability, or age (49 U.S.C. § 5332(b)).

This provision applies to employment opportunities and supplements employment protections found in Title VI of the Civil Rights Act of 1964 (Title VI). The Title VI regulations prohibiting employment discrimination are found at 49 CFR § 21.5(c) - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. It is important to note that while Title VI and 49 CFR Part 21 only prohibit discrimination based on race, color, and national origin, Federal Transit Laws (49 U.S.C. § 5332) includes protections on the basis of religion, sex, disability, and age. In this context, the term 'sex' includes pregnancy, childbirth, or related medical conditions; gender identity; and sexual orientation.

Title VII of the Civil Rights Act of 1964 (Title VII), as amended by the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1991, prohibits discrimination on the basis of race, color, religion, national origin, or sex in all institutions with 15 or more employees -- including state and local governments and labor organizations. (42 U.S.C. §§ 2000e et seq.) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) applies to private employers and state and local government employers with at least 15 employees, regardless of whether they receive federal financial assistance. It prohibits covered employers from discriminating on the basis of an applicant's or employee's genetic information (such as the results of genetic tests or family medical history), generally prohibits employers from acquiring genetic information of applicants and employees, and requires employers to keep genetic information confidential, with very limited exceptions. The U.S. Equal Employment Opportunity Commission (EEOC) is the enforcement authority for Title VII and provides official interpretation of employment laws that prohibit discrimination as outlined in 29 CFR Part 1600. EEOC enforces not only Title VII and GINA, but also the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973. FTA defers to the most current regulations and guidance issued by EEOC when making complaint and compliance determinations. EEOC regulations and guidance are incorporated by reference.

The FTA Master Agreement requires all applicants, recipients, subrecipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. Any FTA applicant, recipient, subrecipient, and contractor who meet both of the following threshold requirements must implement all of the EEO Program elements:

- Employs 100 or more transit-related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Agencies between 50 -99 transit-related employees are required to prepare and maintain an EEO Program that includes the Statement of Policy, dissemination plan, designation of personnel, assessment of employment practices, and a monitoring and reporting system. These smaller agencies are not required to conduct a utilization analysis with goals and timetables or to submit the EEO Program to FTA every four years. Instead, these agencies will be required to provide the EEO Program to FTA if requested by the Office of Civil Rights or for any State Management Review or Triennial Review.

This Circular applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories such as seniors, persons with disabilities, and rural assistance programs funded under Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. § 5310), Formula Grants for Rural Areas (49 U.S.C. § 5311), Bus and Bus facilities (49 U.S.C. § 5339), and other specialized grant programs funded through FTA.

FTA applicants, recipients, subrecipients, and contractors who do not meet the EEO Program threshold above are not required to submit an EEO Program to FTA, but are still required to comply with all Equal Employment Opportunity statutes and regulations.

Equal Employment Opportunity (EEO) Checklist
(page 2 of 2)

Every four years, on a date determined by FTA, each recipient that meets the threshold described in section 1.4 of this Circular, is required to submit the following information to the Federal Transit Administration (FTA) as part of its EEO Program. Subrecipients of Section 5311 funding must submit the information below to the primary recipient (IDOT), on a schedule to be determined by IDOT.

Full EEO Program Requirements

Any applicant, recipient, subrecipient, and contractor who:

- Employs 100 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the full EEO Program, including the following elements, every year, to IDOT, as required:

- Statement of Policy
- Dissemination Plan
- Designation of Responsible Personnel
- Utilization Analysis
- Goals and Timetables
- Assessment of Employees' Practices
- Monitoring and Reporting Plan

Abbreviated EEO Program Requirements

Any applicant, recipient, subrecipient, and contractor who:

- Employs 50 - 99 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the abbreviated EEO Program, including the following elements, to IDOT, as required:

- Statement of Policy
- Dissemination Plan
- Designation of Responsible Personnel
- Assessment of Employees' Practices
- Monitoring and Reporting Plan

Not Applicable (based on above stated requirements)

Submit this completed checklist with your application.

**CERTIFICATION AND RESTRICTIONS ON LOBBYING
(For Federal Funding Over \$100,000)**

I, J. David Zimmerman, Tazewell County Board Chairman, hereby certifies on behalf of Tazewell County that:

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, and 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, and 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 Applicant/Subrecipient

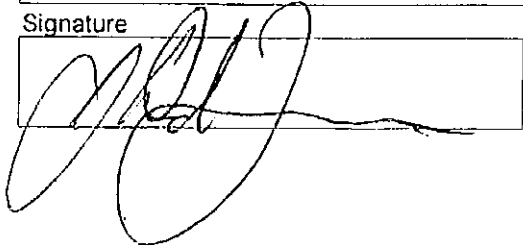
Tazewell County

Type or Print Name of Authorized Official

J. David Zimmerman

Signature

Date



3/14/24



Grantee Name

Tazewell County

1. Does your Public Transit system have more than 50 direct Employees and receive more than \$1,000,000 in combined Federal Capital and Operating assistance per year?

Yes No

2. If you answered YES to the above question, have you attached your EEO Plan or Modified EEO Plan with your application in BlackCat?

Yes No N/A

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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 an 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Tazewell County

The Applicant certifies to the applicable provisions of all categories: (check here) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs _____
- 13 State of Good Repair Grants _____
- 14 Infrastructure Finance Programs _____
- 15 Alcohol and Controlled Substances Testing _____
- 16 Rail Safety Training and Oversight _____
- 17 Demand Responsive Service _____
- 18 Interest and Financing Costs _____
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 20 Tribal Transit Programs _____
- 21 Emergency Relief Program _____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Tazewell County

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2024

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 3/18/24

Name J. David Zimmerman, Tazewell County Board Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Tazewell County

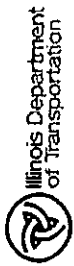
As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 3/18/24

Name Kevin Johnson, Tazewell County State's Attorney Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



Non-Vehicle Inventory Summary

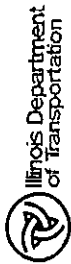
Instructions: Please complete the table below for all non-vehicle assets owned by your agency

Grantee	Capital Asset Use or Description	Contract No.	Asset ID or Serial No.	Title Holder	Location of Asset	State Grant No.	Federal Grant No.	Total Purchase Price	State Funds %	Federal Funds %	Date Placed In Service	Condition of Asset (G,F,P)	Date of Last IDOT Inspection	Date of Disposition
Equipment	Add Equipment	Delete Equipment												
Tazewell County	none													
Service Vehicles	Add Service Vehicle	Delete Service Vehicle												
Tazewell County	none													
Facilities	Add Facility	Delete Facility												
Tazewell County	Garage		Garage 1	Tazewell County	Morton, IL	RPT-86-51	88-323	\$210,000	20	\$168,000	7/1/1988	F	11/20/2019	
Disposed Equipment	Add Disposed Equipment	Delete Disposed Equipment												
Tazewell County	none													

Does your agency own state, pass-through, federally-funded real property (not including real property for which your agency received funding directly from the FTA)? Yes No

Notification: Grantee certifies under oath that except as otherwise provided by Federal statutes or by the Federal awarding agency, any federally-funded real property will be used exclusively for the originally authorized purpose as long as needed for that purpose, during which time the grantee or subrecipient must not dispose of or encumber its title or other interests. Grantee certifies that when real property is no longer needed for the originally authorized purpose, the grantee will obtain disposition instructions from the Federal awarding agency or pass-through entity.

Signature & Date: [Signature] Title: Tazewell County PCOM



Vehicle Inventory Summary

Vehicle Condition Code Vehicle Status Code
 Excellent (E) Active (A)
 Good (G) Reserve (R)
 Fair (F) Out-of-Service (O)
 Poor (P) Replaced (RPL)
 Inoperable (I)

VIN	Title Holder/Owner	Operator	Bus Fleet No.	Chassis Year	Chassis Manuf.	Vehicle Type and Seating Capacity	Vehicle Length (In Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed In Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last DOT Inspection	Vehicle Status
Paratransit Vehicles	Add Paratransit Vehicle	Delete Paratransit Vehicle															
1FDDE4FS2AD02289	Tazewell County	TCRC, Inc DBA We Care	70	2010	Ford	Medium Duty 14	24	CAP04879	IL030235	\$57,746	80	2/24/2011	1/1/2019	356,602	I		O
1FDDE4FS4CDA19171	Tazewell County	TCRC, Inc DBA We Care	73	2012	Ford	Medium Duty 14	24	CAP04879	IL80025	\$57,714	80	2/16/2012	1/1/2018	365,425	P		R
1FDDE4FS2CDB21813	TCRC, Inc DBA We Care	TCRC, Inc DBA We Care	74	2012	Ford	Medium Duty 14	24	N/A	N/A	\$57,727	0	10/16/2012	0	346,851	P		R
1FDDE4FS9EB17342	TCRC, Inc DBA We Care	TCRC, Inc DBA We Care	75	2014	Ford	Medium Duty 14	24	N/A	N/A	\$61,106	0	10/24/2014	0	285,288	P		A
1FDDE4FS1GDC07801	Tazewell County	TCRC, Inc DBA We Care	76	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,806	0	10/9/2015	1/1/2023	296,817	P		A
1FDDE4FS3GDC07802	Tazewell County	TCRC, Inc DBA We Care	77	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,806	0	10/9/2015	1/1/2023	321,513	P		A
1FDDE4FS5GDC07803	Tazewell County	TCRC, Inc DBA We Care	78	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,806	0	10/9/2015	1/1/2023	240,553	P		A
1FDDE4FS7GDC07804	Tazewell County	TCRC, Inc DBA We Care	79	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,806	0	10/9/2015	1/1/2023	282,822	P		A
1FDDE4FS0GDC07805	Tazewell County	TCRC, Inc DBA We Care	80	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,806	0	10/9/2015	1/1/2023	288,550	P		A
1FDDE4FS3GDC07806	Tazewell County	TCRC, Inc DBA We Care	81	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$56,755	100	7/20/2016	1/1/2023	280,534	P		A
1FDDE4FS9HDC07807	Tazewell County	TCRC, Inc DBA We Care	83	2017	Ford	Medium Duty 14	24	CAP131021	IL3420007	\$56,755	100	7/20/2016	1/1/2023	221,366	P		A
1FDDE4FS6HDC07808	Tazewell County	TCRC, Inc DBA We Care	84	2017	Ford	Medium Duty 14	24	CAP131021	IL1BX031	\$56,755	100	7/20/2016	1/1/2023	139,203	G		A
1FDDE4FSXJDC08432	Tazewell County	TCRC, Inc DBA We Care	85	2018	Ford	Medium Duty 14	24	CAP131021	IL201708	\$58,162	100	12/9/2017	1/1/2025	153,768	G		A
1FDDE4FS8JDC08445	Tazewell County	TCRC, Inc DBA We Care	86	2018	Ford	Medium Duty 14	24	CAP131021	IL201718	\$59,158	100	12/9/2017	1/1/2025	138,192	G		A
1FDDE4FN0MDC01123	Tazewell County	TCRC, Inc DBA We Care	87	2021	Ford	Medium Duty 14	24	CAP131021	IL2018015	\$59,158	100	10/12/2018	1/1/2026	94,632	E		A
1FDDE4FN1MDC02118	Tazewell County	TCRC, Inc DBA We Care	88	2021	Ford	Medium Duty 14	24	CAP131021	IL2018015	\$60,247	100	10/12/2018	1/1/2026	138,357	G		A
Fixed Route Vehicles	Add Fixed Route Vehicle	Delete Fixed Route Vehicle															
ARRA Funded Vehicles	Add ARRA Vehicle	Delete ARRA Vehicle															
Section 5308 Vehicles	Add 5309 Vehicle	Delete 5309 Vehicle															

VIN	Title Holder/Owner	Operator	Bus Fleet No.	Chassis Year	Chassis Manuf.	Vehicle Type and Seating Capacity	Vehicle Length (In Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed In Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last IPOT Inspection	Vehicle Status
Disposed Vehicles	Deleted/Disposed Vehicle	Delete/Disposed Vehicle															
1FAHP24157G145247	We Care, Inc. of Morton	We Care, Inc. of Morton	49	2,007	Ford	Car	4	N/A	N/A	\$14,594	0	7/12/2010	0	292,513	1	1/11/2016	D
1FA6POH7XFR296095	We Care, Inc. of Morton	We Care, Inc. of Morton	52	2,015	Ford	Car	4	N/A	N/A	\$12,500	0	5/16/2019	0	112,475	1	0	D
1FD4E45S580A13735	We Care, Inc. of Morton	We Care, Inc. of Morton	61	2,008	Ford	Medium Duty 14	24	N/A	N/A	\$47,570	0	2/22/2008	0	333,741	1	1/11/2016	D
1FD4E45S0CA92287	Tazewell County	We Care, Inc. of Morton	66	2,008	Ford	Medium Duty 14	24	CAP04879	IL030230	\$57,714	80	2/25/2010	1/1/2018	364,667	1	1/11/2016	D
1FD4E4F50C0A21595	TCRC, Inc. DBA We Care	TCRC, Inc. DBA We Care	71	2,012	Ford	Medium Duty 14	24	N/A	N/A	\$57,721	0	1/18/2012	0	374,429	1		D
1FD4E4F52CDA19170	Tazewell County	We Care, Inc. of Morton	72	2,012	Ford	Medium Duty 14	24	CAP04879	ILR00025	\$57,714	80	2/25/2010	1/1/2018	381,413	1	1/14/2016	D
1FD4E4F58GDC57076	Tazewell County	TCRC, Inc. DBA We Care	82	2,016	Ford	Medium Duty 14	24	CAP131021	IL1BX031	\$56,755	100	7/20/2016	1/1/2023	179,534	1	7/20/2016	D



**IDOT Subrecipient
Risk Assessment**

IDOT, as a pass-through entity, has the responsibility to assess the risk of any potential grantees (sub-recipients) by administering a Fiscal and Administrative Risk Assessment, also known as an ICQ. The ICQ is required to be submitted annually for each organization (grantee) that will be receiving grant funding from IDOT. The ICQ asks about the organization's current internal controls. Because some of the questions are technical in nature, a person with a financial background is best suited to complete some portions of the ICQ.

Instructions can be found on the last page. Once completed, click on the Email button to submit the ICQ to GATA.

Legal Name of Entity	Tazewell County Resource Centers, Inc.
FEIN Number	37-6016936
UEI Number	XS5BNB8XLGA1
State Fiscal Year	2025
Executive Director or Equivalent	Jamie Durdel
Chief Financial Officer or Equivalent	Amy Svymbersky

Section 1 - Quality of Management Systems (200.302)

1.1 Describe the organization's accounting system

- Manual and/or Spreadsheet Driven
- Automated - off the shelf
- Automated - Written in-house or by consulting firm
- Not Applicable

1.2 Does the accounting system require users to have separate sign in/log on credentials for access and approval?

- Yes
- No

1.3 Have there been any new accounting systems implemented during the last fiscal year?

- Yes
- No

1.4 Does the accounting system or related written policies and procedures separate the receipt and expenditure of grant funds at the grant level?

- Tracked in the accounting system
- Tracked outside of the accounting system with spreadsheets
- No

1.5 Does the accounting system or related written policies and procedures include a formal chart of accounts that provides the ability to record transactions by the categories of the approved budget?

- Yes
- No

1.6 How often are the general ledger accounts reconciled?

- Monthly
- Quarterly
- Semi-Annually
- Annually
- Not Done

1.7 Does the organization require monthly bank reconciliations?

- Yes
- No

1.8 Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions, b) recordkeeping for receipts and payments, and c) cash management?
 Yes
 No

Section 2 - Financial and Programmatic Reporting (200.328-329)

2.1 Does the organization have a written review and approval processes over financial and programmatic reporting?
 Yes
 No

2.2 Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) or on a basis acceptable by the regulatory agency?
 Yes
 No

2.3 Does the organization have written policies and procedures to ensure program performance measures tie to financial data (i.e. budget/spending plan)?
 Yes
 No
 Not Applicable

2.4 Has the organization taken steps to ensure the individuals that prepare, review and approve reports possess the financial and/or programmatic required knowledge, skills and abilities?
 Yes
 No

2.5 Who prepares the organization's financial statements?
 Trained staff who work for the organization
 Financial consultants who are not from the organization's audit firm
 Independent auditors who conduct the financial statement audit

2.6 Who prepares the organization's program performance reports
 Trained staff who work in the specific program
 Grant Managers or Program Directors
 Organizational management outside of the program

2.7 Has the organization submitted grant reporting requirements in a timely manner for prior grant awards?
 Always
 Sometimes
 Never
 Not Applicable

Section 3 - Cost Principles (200.400)

3.1 Does the organization have written policies and procedures that support compliance with cost principles?
 Yes
 No

3.2 Does the organization have written policies and procedures for allocating costs?
 Yes
 No

3.3 Are costs recorded consistently with regulations and written policies and procedures to address uniformity to both grant awards and other activities of the organization?
 Yes
 No

3.4 Does the organization charge indirect costs?

- Yes
- No (Skip Question 3.5)

3.5 Identify the organization's approved indirect cost rate/election.

- Federally negotiated indirect cost rate
- Federal rate maintained internally (FRMI)
- State negotiated indirect cost rate
- De minimis election
- Waive-Single function entity (ICR rate not needed)
- The organization will make an election within the required time frame

3.6 Does the organization maintain adequate documentation to support all costs charged to the grant awards?

- Yes
- No

Section 4 - Organizational Governance & History of Performance (2 CFR 200.206(b)(2)(iii))

4.1 Does the organization have a governing body (Including but not limited to: Board of Directors, Board of Trustees, City Council, County Board, Senior Management Team, Governor's Office, etc.)?

- Yes
- No

4.2 Is financial information, including budget to actual revenue and expenditure reports, provided to organizational leadership or the governing body members regularly?

- Always
- Sometimes
- Never

4.3 Is the governing body or organizational leadership engaged in audit function activities such as selection of an audit firm, audit firm's presentation of audit results, or follow up on corrective action of audit findings?

- All audit function activities
- Some audit function activities
- Not involved in audit activities

4.4 Has the organization ever received federal transportation grants/awards directly from a Federal Agency?

- Yes
- No

4.5 What is the organizations years of experience managing State or Federal transportation grants?

- 0-3 Years Experience
- 4-6 Years Experience
- 7+ Years Experience

4.6 Has your organization ever been placed on the Illinois stop payment list or been debarred or suspended from doing business with State or Federal Government?

- Yes
- No

4.7 Have any members of your organization (including staff) been debarred or suspended from doing business with State or Federal Government?

- Yes
- No

Section 5 - Property Standards (200.310-316)

5.1 Does the organization make purchases of equipment of \$5,000 or more with grant funding?

Yes

No (Skip Questions 5.2 and 5.3)

5.2 Does the organization have written policies and procedures that meet applicable laws/regulations in place for equipment purchases over \$5,000?

Yes

No

5.3 A physical inventory of the property is taken and reconciled to the property records...

At least every 2 years

At least every 3 years

Less frequent than every 3 years

5.4 Is there a control system in place to ensure adequate safe guards to prevent loss, damage, theft, or authorized use of the property?

Yes

No

5.5 Does the organization have written policies and procedures for proper authorization of property disposals?

Yes

No

Section 6 - Procurement (200.317-327)

6.1 Does the organization have written policies and procedures for the procurement of goods and services with grant funds?

Yes

No

Not Applicable (Skip to Next Section - Question 7.1)

6.2 Does the organization have written policies and procedures that forbid employees, management officers or agents from participating in the selection, award or administration of a contract supported by a grant award if there is a real or an appearance of a conflict of interest?

Yes

No

6.3 Does the organization have written policies and procedures that forbid contractors who develop or draft specifications, requirements, statement of work (scope of services) or request for proposals from competing for such procurements?

Yes

No

Section 7 - Sub-Recipient Monitoring (200.331-333)

7.1 Does the organization have written policies and procedures that document subrecipient and contractor determinations?

Yes

No

Not Applicable - Organization does not have sub-recipients (Skip to Question 8.1)

7.2 In those determinations, has the organization identified any subrecipients?

Yes

No (Skip to Question 8.1)

7.3 Does the organization have written policies and procedures for assessing subrecipient risk and monitoring program implementation?

Yes

No

Section 8 - Budgetary Controls (200.308)

8.1 Does the accounting system or related written policies and procedures identify expenses in excess of available budget?

- Yes
- No

8.2 Are adequate controls in place to ensure necessary budget revisions receive prior approval from the grantor when applicable?

- Yes
- No

8.3 Does the organization have written policies and procedures allocating personnel time and effort by funding source?

- Yes
- No

8.4 Does the organization have written policies and procedures to ensure that all salaries and wages charged to grants accurately reflect work performed (i.e., time and effort or after the fact payroll verification)?

- Yes
- No

Section 9 - Ability to Effectively Implement Requirements (2 CFR 200.206(b)(2)(v))

9.1 Does the organization have written policies and procedures to ensure accurate tracking of grant deliverables and performance measures?

- Yes
- No

9.2 Does the organization have written policies and procedures to ensure that programmatic activities are allowable per the grant agreement and state and federal regulations?

- Yes
- No

9.3 Are the terms of the executed agreement and budget shared with the performance or program management staff?

- Yes
- No

9.4 Does the organization have written policies and procedures for determining participant eligibility?

- Yes
- No
- Not Applicable - program/services we provide do not require eligibility determination (Skip to Question 10.1)

9.5 Does the organization have written policies and procedures for maintaining support documentation of the participant eligibility determination?

- Yes
- No

Section 10 - Audit (200.501)

10.1 Have there been any changes in key organizational personnel since the last audit, such as Fiscal and Administrative Management, Executive Director, and/or Program Management?

- Yes
- No

10.2 Has the organization had a financial statement audit conducted in the past year?

- Yes
- No (End of Questionnaire)

10.3 What type of financial statement audit has the organization had conducted?

- Financial audit conducted in accordance with Generally Accept Auditing Standards
- Financial audit conducted in accordance with Generally Accept Government Auditing Standards
- Single Audit/Program Specific Audit in accordance with 2 CFR 200.501

10.4 Did the audit disclose findings considered to be significant deficiencies or material weaknesses?

- Yes
- No (End of Questionnaire)

10.5 Have prior audit findings and/or recommendations been adequately cleared and/or a Corrective Action Plan (CAP) implemented?

- CAP not implemented
- CAP partially implemented (less than half)
- Majority of CAP implemented (more than half)
- CAP fully implemented

Submitted By	Title	E-mail	Phone
Molly Anderson	VP of Transportation	molly@tcrcong.com	(309) 347-7148

By checking this box, the Executive Director or Chief Financial Officer (or equivalents) of this entity certifies that, to the best of my knowledge, all information provided on this form is true and correct.

Instructions

Below are instructions on how to complete the ICQ. If you have any questions or need technical assistance, please contact DOT.GATA@Illinois.gov. One of our staff will get back to you within three working days, or sooner.

- Step 1: Enter the legal name of your entity.
- Step 2: Enter the entities Federal Employee Identification Number (also known as a FEIN or TIN)
- Step 3: Enter the entities Unique Entity Identifier (UEI). The UEI is issued by sam.gov and is a requirement for federal grants. The UEI is a 12-digit alpha-numeric number.
- Step 4: Select the applicable State Fiscal year for which you will be applying or receiving grants from. The state fiscal year is 7/1/XX through 6/30/XX. State Fiscal year 2024 is 7/1/23 through 6/30/24, for example.
- Step 5: Enter the name of the Executive Director or Equivalent for your organization (usually the highest-level position)
- Step 6: Enter the name of the Chief Financial Officer or Equivalent (i.e. -Treasurer).
- Step 7: Complete all 10 Sections of the questionnaire. Each question only requires one answer. If you miss a question, your ICQ will be considered incomplete. Depending on how you answer some questions, other questions may not be required (or skipped). If you need to change an answer, unclick on the checkbox first, then select your correct answer. If you need to start over, you can select "Reset Form" at the top of the page.
- Step 8: Review the questionnaire for accuracy and have your Executive Director and/or Chief Financial Officer review before submitting.
- Step 9: Complete the Submitted By, Title, Email, and Phone section. IDOT will use this information if we need to contact you.
- Step 10: Complete the Assessment Certification. Once you click on the assessment checkbox, the form should be considered final.
- Step 11: Print the completed ICQ and retain for your files.
- Step 12: Scroll to the top and select "Email". This will attach the form to an email, which will include standard language for the subject, and it will auto populate Dot.GATA@Illinois.gov as who to email the form to. Our staff will review and grade the ICQ for your organization. All IDOT grant programs that are identified as exempt will utilize the results of the ICQ. ***YOU ONLY NEED TO COMPLETE 1 IDOT ICQ PER FISCAL YEAR, PER ORGANIZATION FEIN/UEI**
- Step 13: If there were any risks identified in the risk assessment, your grant agreement will note the section the risk pertained to, and how to remedy the risk and the required time frames for correction.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

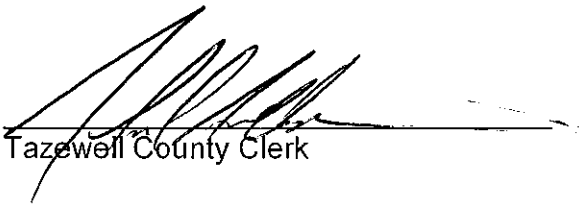
WHEREAS, the County's Executive Committee recommends to the County Board to approve grant application for the Downstate Operating Assistance Grant Agreement made by TCRC, Inc. DBA We Care.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, TCRC, Inc. DBA We Care, the Treasurer and the Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman



1. Individual authorized by the Applicant to submit this application

Authorized Official Signature (must be same as listed on OP-1) Date
[Signature] 3/18/24

Title
Tazewell County Board Chairman

2. Individual directly responsible for the implementation of the Program of Proposed Expenditures

Name Title
Dawn Cook PCOM - Director of Tazewell County EMA

3. Individual directly authorized to sign and certify the Quarterly Financial Reports (OP-10 forms)

Name Title
Dawn Cook PCOM - Director of Tazewell County EMA

4 Year Created 5 Means Created

1827 Ordinance

6 Does your Agency have special tax authority for transit? [] Yes [X] No If "Yes", what is:

- a the current level your Agency will tax at in FISCAL YEAR
b. the total FISCAL YEAR estimated revenue
c the total FISCAL YEAR actual revenue

7. Please attach a full description or map of your Agency's territorial boundaries as defined on the next page and provide the following information regarding your Territorial Boundaries:

Table with 4 columns: City/County, Population, Square Miles, Pop Density. Row: Tazewell County, 131,803, 658, 210

8. Please attach a full description and map of your Agency's service area as defined below

9. Please attach a full description and map of your Agency's contiguous-area service as defined below.

10. Please attach a full description or map of any services provided by your Agency identified as ineligible service. (Note: Any revenue or expense associated with these services should be excluded from budget

11. Transit System Management [] In-House Management [X] Contract Management

DESCRIPTION

- Service Area: A participant's territorial boundaries, plus any eligible Service Extensions, plus any Contiguous-Area Service (See 30 ILCS 740)
Contiguous-Area Service: Service provided by a participant within any county that is contiguous to its territorial boundaries as defined by the Department and subject to Departmental approval. Participant must certify to the Department that any such contiguous-area service provided after July 1, 2007, meets the requirements of 30 ILCS 740/2-5.1 in order to receive reimbursement for the service. (See 30 ILCS 740/2-7(b-20))
Service Extensions: Service that is provided beyond the participant's territorial boundaries, where one end of a passenger trip (either origin or destination) is within the territorial boundaries. (See 70 ILCS 3615 and 30 ILCS 740/2-5.)

Territorial Boundaries for:

- Municipal Participants: The municipal or corporate boundaries of the participant.
Mass Transit Districts: The district boundaries on file with the Illinois Secretary of State's Office (See 70 ILCS 3610/5.)

INELIGIBLE SERVICE

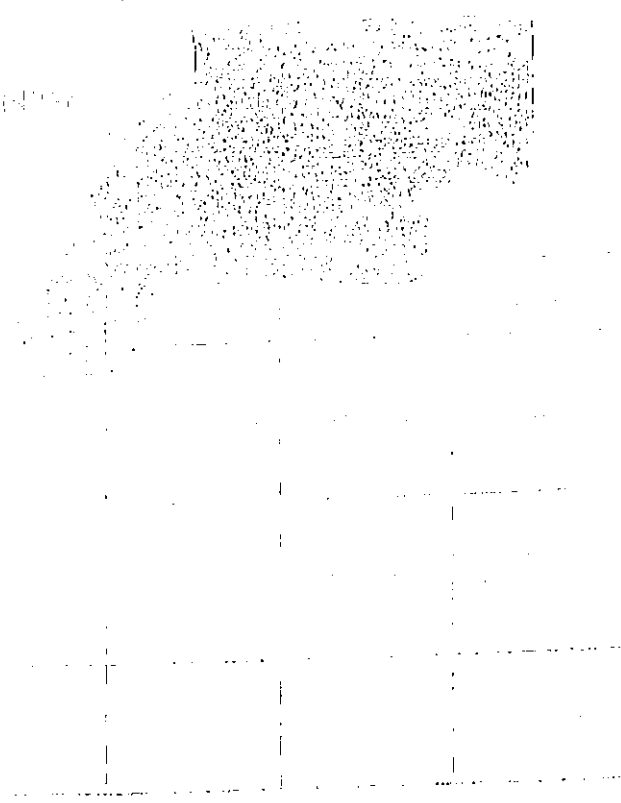
- Service operated totally outside a participant's territorial boundaries, unless it is Contiguous Area Service allowed for under 30 ILCS 740/2-7(b-20).
• Effective FY2002: Service extensions beyond a Mass Transit District's territorial limits which do not have documented approval of the required governing bodies (See 70 ILCS 3610/5).
• Service extensions beyond a Section 5311 recipient's territorial boundaries which are non-incidentalservice within urbanized areas. (See Section 5311 program guidelines.)

AMMAYEL COMPTONAL NI KM DE 1988

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1998-1999
1999-2000



.....

Tazewell County, Illinois

Tazewell County (/tæzwɛl/) is a county in the U.S. state of Illinois. According to the 2010 census, it had a population of 135,394.^[1] Its county seat and largest city is Pekin.^[2] It is pronounced with a short "a", to rhyme with "razz" rather than "raze".

Tazewell County is part of the Peoria, IL Metropolitan Statistical Area. The majority of the population lives along the county's western border.

Tazewell County

U.S. county



Tazewell County Courthouse in Pekin

Seal



Location within the U.S. state of Illinois

Illinois's location within the U.S.
Coordinates: 40°31′N 89°31′W﻿ / ﻿40.517°N 89.517°W﻿ / 40.517; -89.517

Demographics

As of the 2010 United States Census, there were 135,394 people, 54,146 households, and 37,163 families living in the county.^[12] The population density was 208.6 inhabitants per square mile (80.5/km²). There were 57,516 housing units at an average density of 88.6 per square mile (34.2/km²).^[4] The racial makeup of the county was 96.2% white, 1.0% black or African American, 0.7% Asian, 0.3% American Indian, 0.5% from other races, and 1.3% from two or more races. Those of Hispanic or Latino origin made up 1.9% of the population.^[12] In terms of ancestry, 35.6% were German, 15.6% were American, 14.4% were Irish, and 12.0% were English.^[13]

Of the 54,146 households, 31.4% had children under the age of 18 living with them, 54.2% were married couples living together, 10.2% had a female householder with no husband present, 31.4% were non-families, and 26.3% of all households were made up of individuals. The average household size was 2.45 and the average family size was 2.94. The median age was 39.8 years.^[12]

The median income for a household in the county was \$54,232 and the median income for a family was \$66,764. Males had a median income of \$50,372 versus \$34,747 for females. The per capita income for the county was \$27,036. About 6.3% of families and 7.9% of the population were below the poverty line, including 11.2% of those under age 18 and 4.5% of those age 65 or over.^[14]

Communities

Cities

- [Delavan](#)
- [East Peoria](#)
- [Morton](#)
- [Marquette Heights](#)
- [Pekin \(seat\)](#)
- [Washington](#)

Villages

- [Armington](#)
- [Creve Coeur](#)
- [Deer Creek](#)
- [Green Valley](#)
- [Hopedale](#)
- [Mackinaw](#)
- [Minier](#)
- [North Pekin](#)
- [South Pekin](#)
- [Tremont](#)

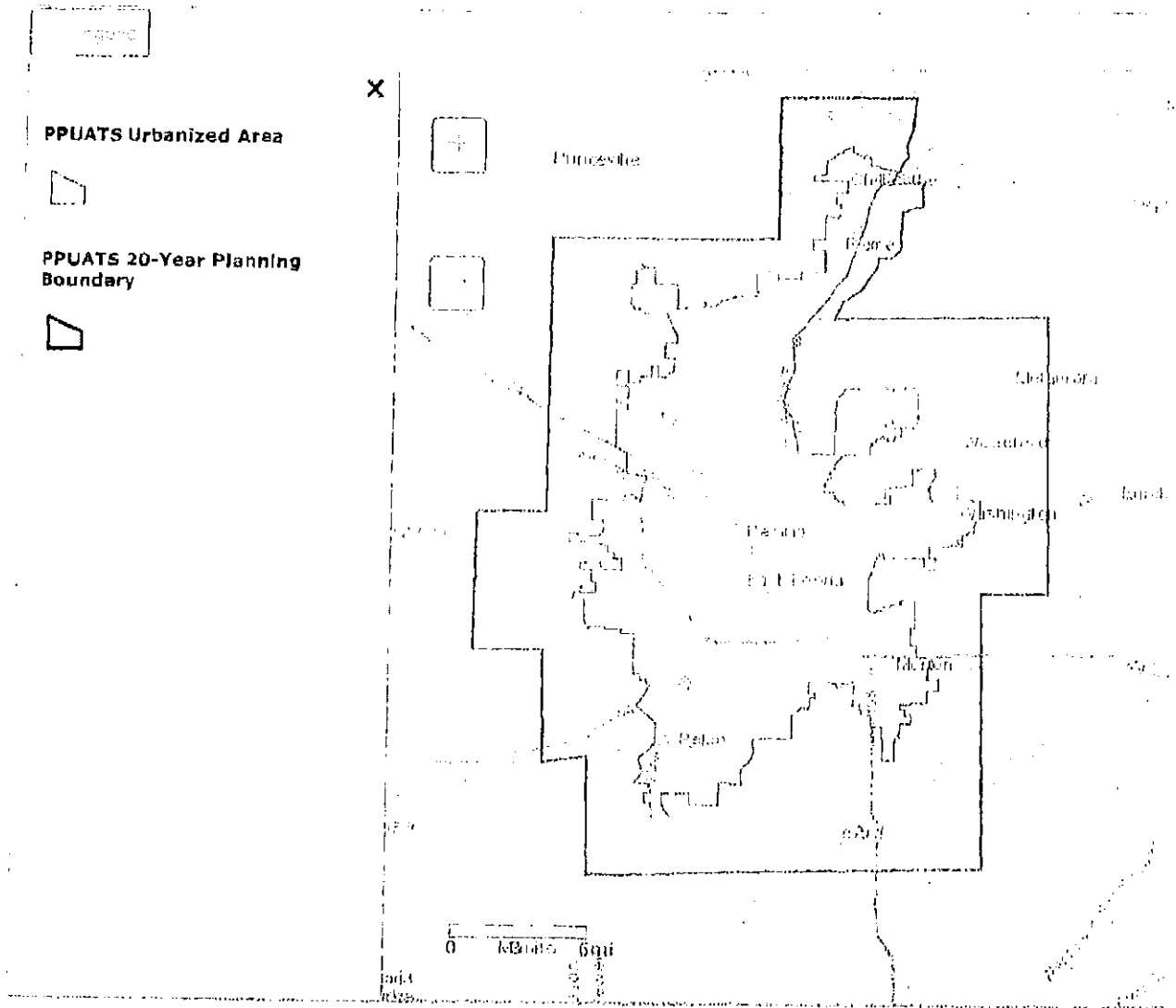
Historical population

Census	Pop.	%±
1830	4,716	—
1840	7,221	53.1%
1850	12,052	66.9%
1860	21,470	78.1%
1870	27,903	30.0%
1880	29,666	6.3%
1890	29,556	−0.4%
1900	33,221	12.4%
1910	34,027	2.4%
1920	38,540	13.3%
1930	46,082	19.6%
1940	58,362	26.6%
1950	76,165	30.5%
1960	99,789	31.0%
1970	118,649	18.9%
1980	132,078	11.3%
1990	123,692	−6.3%
2000	128,485	3.9%
2010	135,394	5.4%
2019 (est.)	131,803 [7]	−2.7%

U.S. Decennial Census^[8]
 1790-1960^[9] 1900-1990^[10]
 1990-2000^[11] 2010-2019^[1]

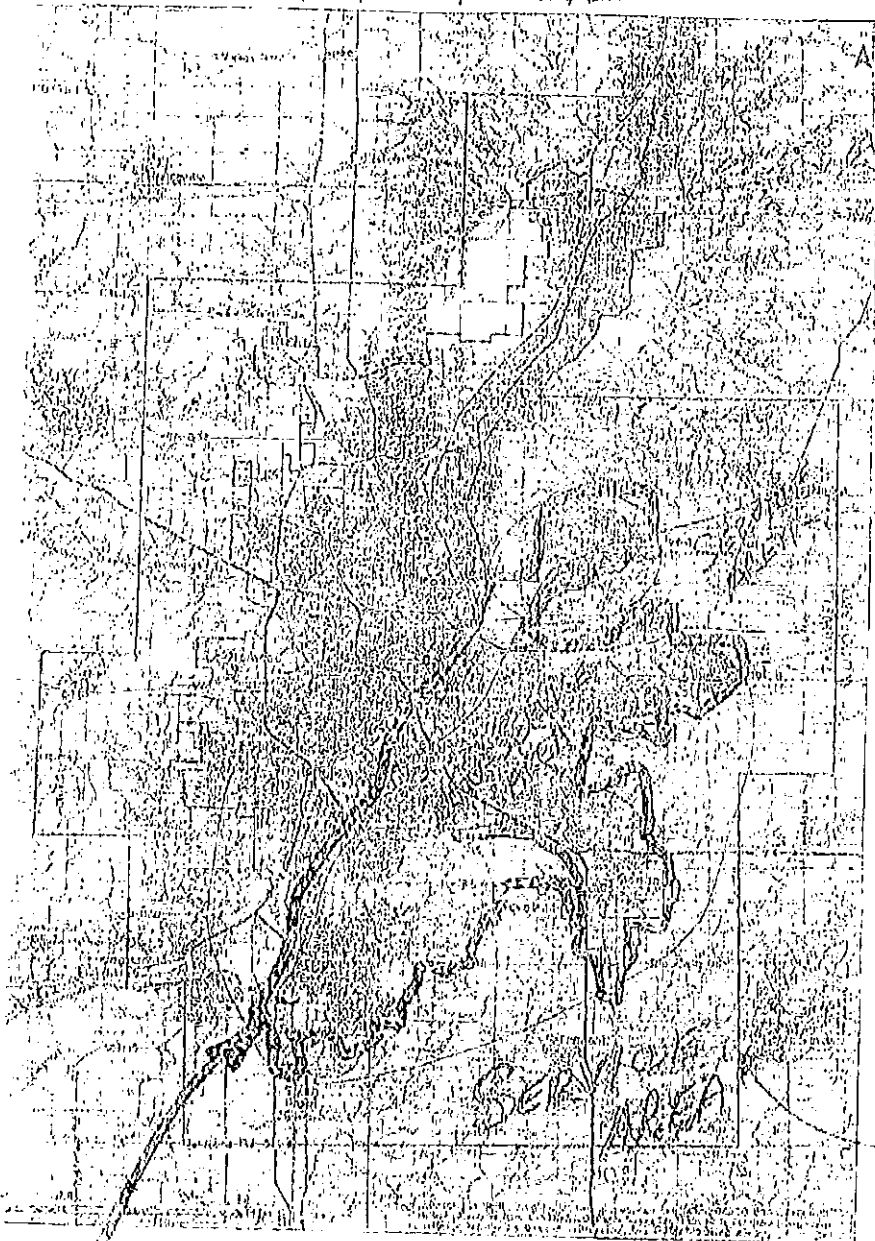
Urbanized area of Peoria – Pekin (PPUATS) is an ineligible service area unless the trip begins or ends in **RURAL** service area. The accompanying map depicts the PPUATS urbanized area.

PPUATS Urbanized Area



2010 PPUATS Urbanized Area and 20-Year Planning Boundary

Approved by PPUATS Policy Committee May 7, 2014



SERVICE AREA

SERVICE AREA

PPUATS Urbanized Area
 PPLIATS 20-Year Planning Boundary

5311
 DOAP
 Ineligible urbanized area Tazewell & Woodford Counties



Please provide the website address for obtaining information on the routes and services currently provided by your agency

Agency Website (URL)


www.wecareofmorton.com & www.tazewell-il.gov

Please attach maps, route maps, brochures, etc., describing any route or service currently provided that is not available from the above website.

About us

Our Mission

WE CARE is the only non-profit organization of its kind in our community and even the county. It was established in 1975 to provide services that help individuals maintain independence and to improve the quality of life for those in need. As our citizens enjoy longer lives than ever before, the needs in later years become more diverse. Families are not always available to fulfill these needs; care then falls to the community through support services. During the last 45 years, our organization has been a valued source of assistance to the members of our community by providing support services for the elderly, disabled, and those in need.

 "We Care was certainly a gift from God when we need it... Your kindness will never be forgotten."

Connie Lenox

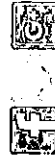
Provide services that help individuals maintain independence and improve the quality of life for those in need.



Corporate Office **Transportation Garage**
33 S. 4th Street 111 Detroit Parkway
Pekin, Illinois 61554 Morton, Illinois 61550

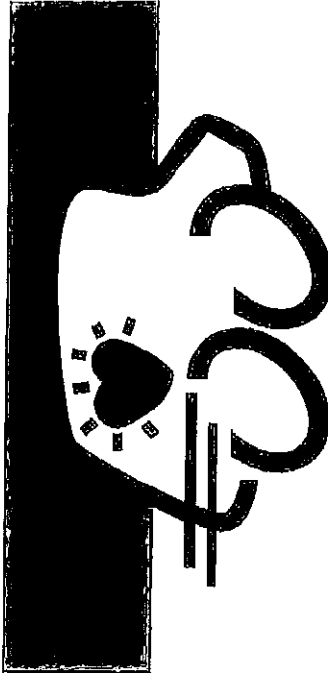
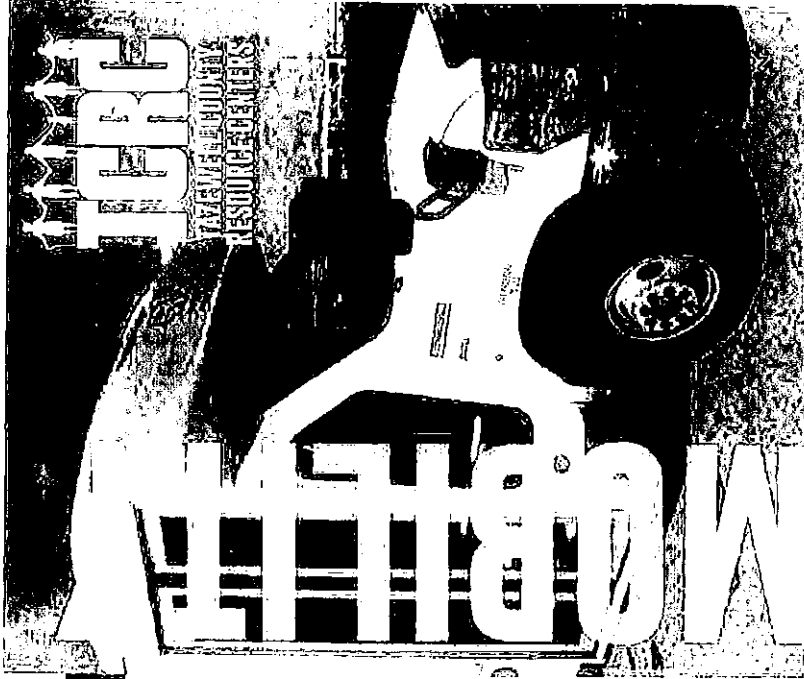
Community Service: (309) 263-1015
Transportation: (309) 263-7708
Fax: (309) 431-4254

www.wecareofmorton.com



These programs have been made possible in part, by a grant from the Heart of Illinois United Way.

Transportation services funded in whole or in part by operating assistance grants from Illinois Department of Transportation.



We care
A DIVISION OF TCRRC

www.wecareofmorton.com

Community Service (309) 263-1015
Transportation (309) 263-7708

WE CARE

Providing Community Service Since 1975



MEALS-ON-WHEELS

Volunteer-delivered meals are available for Senior Citizens and those with disabilities for Morton and rural Tazewell County residents recovering from an illness or hospital stay. An optional sack supper may be delivered with the hot noon meal Monday-Friday. Special diets are available. Our volunteers deliver about 12,000 meals to area residents every year.



"We Care delivered Meals-On-Wheels to my father-in-law, thus allowing him to maintain his independence."

Carolyn Hounshell

TRANSPORTATION

Transportation is available to the General Public including Senior Citizens and those with disabilities. We Care transportation can be used for medical appointments, employment, grocery shopping and hospital or nursing home visits. Please call 24 hours in advance to schedule a ride. Our phone number is (309) 263-7708. Annually, We Care provides over 80,000 rides to Morton and rural Tazewell County residents and over 12,000 rides to Woodford County residents.

FOOD PANTRY

We Care's Food Pantry assists Morton and rural Tazewell County residents in need. Information and referrals are also provided to direct recipients toward other agencies which may be of additional help. The Food Pantry provides over 45,000 meals and about 900 referrals annually.

LOANER CLOSET

We Care's Loaner Closet offers walking aids and other convalescent needs to persons in Morton and rural Tazewell County. These items are available for temporary use at no charge.

UPSCALE RESALE

Upscale Resale is a retail shop operated by an all-volunteer staff with donated merchandise. Proceeds from the sales benefit We Care programs and services.

We Care
A DIVISION OF TORC



"John and I feel We Care is a blessing to our community... When my mother-in-law suffered a stroke and became wheelchair bound, We Care faithfully picked her up... the drivers were very gentle and courteous."

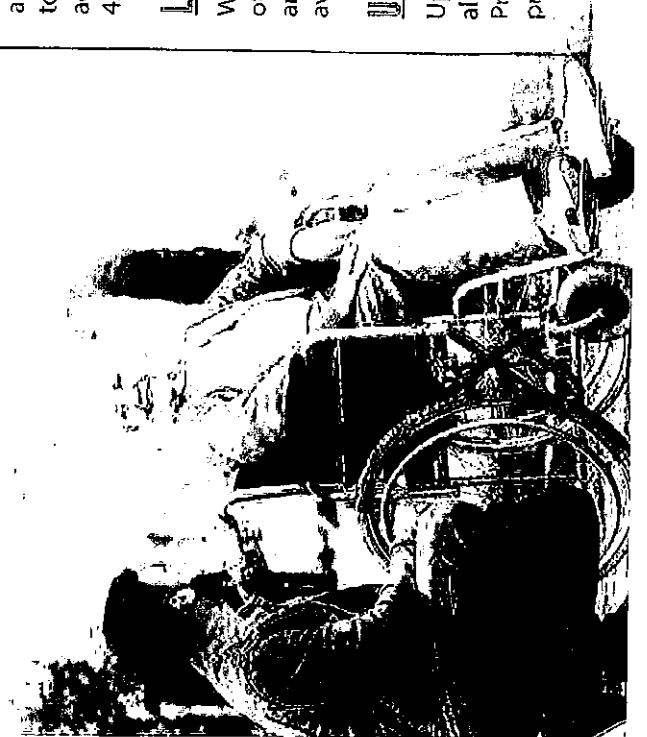
Eve Ackerman

We Care exists as a non-profit service because of funding from:

- Memorials
- Local Churches
- Private Organizations
- Civic Organizations
- Heart of Illinois United Way
- Central Illinois Agency on Aging, Inc.
- Illinois Department of Transportation
- Individual Donors
- Upscale Resale

For additional information about any of our services, or to volunteer your time, please call (309) 263-1015.

www.wecareofmorton.com





6B: VEHICLE USE

Passenger, by Fare Type and Category	Estimated Directly Operated Service		
	Revenue Vehicle Miles	Revenue Vehicle Hours	Vehicles Operated in Peak Service
Fixed Modes			
Fixed Route			
Commuter Bus			
Intercity Bus			
Flexible Route			
Total - Fixed Modes			
Demand Modes			
Demand Response	390,000	15,000	13
Complementary Paratransit			
Total - Demand Modes	390,000	15,000	13
Total	390,000	15,000	13

6C: PASSENGERS

Provide estimated passenger counts, by Type of Service, by Fare Category.

Measure	Estimated Directly Operated Service	
	Fixed Mode Passengers	Demand Mode Passengers
Passenger Paid Fares		
Adult Fare		10,000
Senior Citizen Fare		10,000
Student Fare		
Child Fare		
Disabled Fare		
Total - Passengers, by Fare Paid		20,000
Organization Paid Fares		
Organization Paid Fares		17,000
Total - Passengers, Organization Paid		17,000
Total		37,000

Estimated Directly Operated Service for Rural Areas Instructions

Financial and non-financial data reported on forms OP-5, the 5311 Exhibit B (5311 Budget) and OP-6 must be coordinated. For Financial Data required on this form, use the budgeted data as reported.

For non-financial reporting data, if budgeted financial data was calculated from non-financial statistical projections (ridership, vehicle hours, etc.), use the same data for calculating the budgeted financial data shown on form OP-5. If not, calculate non-financial reporting data from the budgeted financial data.

6B. Vehicle Use

IDOT has made some minor changes to this section this year to more closely align with the National transit Database (NTD) definitions. The NTD groups similar services into types of service (TOS) and modes of transit in the database. Agencies report two types of service to NTD: Directly-Operated (DO) and Purchased Transportation (PT).

Types of Service

Directly-Operated Services: Transit agencies classify service as directly operated if they use their own employees to operate the transit vehicles. Agencies that directly operate service typically employ drivers, schedulers, and dispatchers.

Purchased Transportation: The NTD defines PT service as service that is provided to a public transit agency or governmental unit from a public or private transportation provider based on a written contract, typically procured via a competitive process. Note: when a recipient passes funds to a lower tier operator, this is a pass-through arrangement and is not Purchased Transportation. In this instance, services and financial data are directly reported by the operator.

Service Modes

Fixed Route: Fixed route service is a system of transporting individuals in which a vehicle is operated along a prescribed route according to a fixed schedule.

Intercity Bus: Regularly scheduled bus service for the general public that operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, that has the capacity for transporting baggage carried by passengers, and that makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available.

Commuter Bus: Fixed-route bus systems that primarily connect outlying areas with a central city. Service typically uses over-the-road buses with service predominantly in one direction during peak periods, limited stops, and routes of extended length. Commuter bus modes typically operate with at least 5 miles of closed-door service between stops. Commuter bus service is considered fixed route, but does not trigger the need for the entity to operate complementary paratransit services.

Flexible Routes: The category includes both route deviation and point deviation services. Route deviation is service that operates along established routes that typically have designated stops. Between these stops vehicles deviate from an established route to pick up or drop off riders within a defined off-route service area. Point deviation services do not follow a specific route. Instead, the drivers stop at bus stops at scheduled times. The buses then travel to the necessary destinations until the next scheduled bus stop.

Note: Under some circumstances, route or point deviation service can be operated in a manner that does not require the provision of complementary paratransit services. However, service units are reported as fixed route services for purposes of completing this section.

Revenue Vehicle Miles (RVM): For fixed route operations, revenue vehicle miles include the all miles when the vehicle is available for service and there is an expectation of carrying passengers. RVM includes: (a) layover/recovery time. Revenue vehicle miles excludes: (a) deadhead; (b) vehicle maintenance testing; (c) school bus service; and (d) charter service. For demand response service, revenue miles includes all distance from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point.

Revenue Vehicle Hours (RVH): For fixed route operations, revenue vehicle miles include the all miles when the vehicle is available for service and there is an expectation of carrying passengers. RVH includes: (a) layover/recovery time. Revenue vehicle hours excludes: (a) deadhead; (b) vehicle maintenance testing; (c) school bus service; and (d) charter service. For demand response service, revenue hours includes all travel time from the point of the first passenger pick-up to the last passenger drop-off, as long as the vehicle does not return to the dispatching point.

Vehicles Operated in Maximum Service (VOMS): VOMS is the number of revenue vehicles an agency operates to meet the annual maximum service requirement. Agencies count their annual VOMS during the peak season of the year on the busiest day that they provide service. In most cases, this is the number of scheduled vehicles because most transit agencies have enough vehicles to operate the scheduled service. VOMS excludes atypical days or one-time special events for non-demand response modes.

6C. Passengers/Fares

Unlinked Passenger Trips: UPT is the number of boardings on public transportation vehicles during the fiscal year. Transit agencies must count passengers each time they board vehicles, no matter how many vehicles they use to travel from their origin to their destination. If a transit vehicle changes routes while passengers are onboard (interlining), transit agencies should not recount the passengers. For demand response, transit agencies must include personal care attendants and companions in UPT counts as long as they are not employees of the transit agency. This includes attendants and companions that ride fare free.

Fares - Payment

Passenger-paid fares reflect the amount of the fare that the passengers pay on their own behalf. Passenger fares may be paid by the individual or a third party, as defined below:

Passenger Paid Fares: All income directly earned from carrying passengers, paid either in cash or through pre-paid tickets, passes, etc. It includes donations from those passengers who donate money on the vehicle, reduced fares paid by passengers in a user-side subsidy arrangement, or payments made through an agreement to provide fare-free service for a certain group, e.g. payments from a university to provide free service to students. It also includes base fare, zone or distance premiums, express service premiums, extra cost transfers, and special transit fares.

Organization Paid Fares: Organization-paid fares are paid for by an organization rather than by the passenger. Organization-paid fares also include funds for rides given along special routes for which a beneficiary of the service may guarantee funds. Organization-paid fares may result from agreements between the transit system and an agency or organization that pays a set amount in return for transit service for the persons covered by the agreement.

Fares - Type

The transit system is responsible for establishing fares and any discounts. Fare types typically include:

Full Adult Fares: Revenues earned by transporting passengers for the full adult fare.

Senior Citizen Fares: Revenues earned by transporting passengers who pay a special, reduced fare because they are older than a prescribed age limit.

Student Fares: Revenues earned by transporting passengers who pay a special, reduced fare because they are enrolled in an educational institution.

Child Fares: Revenues earned from carrying passengers who pay a special, reduced fare because they are younger than a prescribed age limit.

Fares for Individuals with Disabilities: Revenues earned from carrying passengers who pay a special, reduced fare because they are persons with disabilities.



Programmatic Risk Assessment Questionnaire



This Programmatic Risk Assessment Questionnaire is for FY 25

A separate Programmatic Risk Assessment is required for each grant application. Responses must be program-specific.

Program Associated with this Programmatic Risk Assessment Transit Downstate Operating Assistance Program
Applicable CFR or state citation NA
Awarding State Agency Illinois Department of Transportation
Entity Completing Programmatic Risk Assessment Tazewell County Resource Centers, Inc.
Individual Completing Programmatic Risk Assessment Molly Anderson
Completer Phone Number (309) 347-7148
Completer Email molly@tcrorg.com

To comply with federal risk assessment requirements of 2 CFR 200 205, the state awarding agency must review the programmatic risk posed by applicants Illinois utilizes this programmatic risk assessment questionnaire to comply with the federal requirements.

1. Quality of management systems and ability to meet the management standards

- 1.1 Do you have written policies and procedures that guide program delivery on the topics of:
a. Program outcome tracking and reporting mechanisms
b. Relevant documentation of services / goods delivered
c. Staff management policies and procedures
d. Standards of conduct re: selection, award or administration of grants
e. Real or perceived conflict of interest re: selection, award or administration of grants
f. Complaint / grievance resolution policies and procedures
g. Safeguarding funds, property & other assets against loss from unauthorized use of disposition
h. Management of grant terms
i. Written approval from funding agency when key personnel change
j. Written approval from funding agency when program scope changes
k. Participant eligibility, if applicable

- 1.2 Do you have internal controls that govern program delivery on the topics of:
a. Quality assurance reporting
b. Unit costs, expense analysis/management
c. Accreditation / licensing compliance program

- 1.3 How many years of experience does the project leader have managing the scope of services required under this program?
[X] More than five years
[] One to five years
[] Less than one year

- 1.4 Does the organization have a time and effort system to track program-specific work performed?
[X] Yes [] No
If "Yes":
a. Does the system record all time worked, including time not charged to awards?
b. Does the system include sign-off by the employee and supervisor?
If "No", go to question 1.5

- 1.5 Are program payments based on a rate or unit of service? Yes No
- If "Yes":
- a. Does the organization have written procedures to ensure accurate invoicing? Yes No
 - b. Does a second person sign-off on the invoice? Yes No

If "No", go to question 1.6

- 1.6 Does the program have a match or related requirements? Yes No
- If "Yes":
- a. Does the organization have written procedures for match reporting? Yes No
 - b. Does a second person sign-off on match reporting? Yes No

If "No", go to question 1.7

- 1.7 Is the organization prepared to utilize periodic performance reports to communicate program outcomes?
- Performance reports are an established part of grant management procedures
 - Performance data reporting is being developed as part of grant management procedures
 - We do not currently report performance data within our grant management

2. History of Performance

- 2.1 How many years of experience does your organization have with grants of comparable scope and / or capacity?
- More than five years
 - One to five years
 - Less than one year
 - No experience **GO TO QUESTION 3.3**

- 2.2 If your organization has received grants of comparable scope and/or capacity, provide a brief description of similar project goals and outcomes; specify the applicable year:

Section 5311 Public Transportation grants have been awarded to Tazewell County from 1985 - present. In FY '23, the program produced 37,370 rides to persons in Rural Tazewell County.

- 2.3 During your last two fiscal years, how frequently has the organization submitted project performance reports on time?
- Always
 - Reported late up to three times
 - Reported late four or more times
 - Not Applicable - not a requirement of awards previously received

- 2.4 Does your organization have performance measurements that tie to financial data? Yes No

- 2.5 Have there been any significant changes in your organization in the last fiscal year related to program delivery?
- a. Management/leadership personnel Yes No
 - b. Reorganization or parent/subsidiary relationships Yes No
 - c. Significant changes in programs/grants funded Yes No
 - d. Statutory or regulatory requirements imposed on your organization type Yes No

- 2.6 Provide a brief explanation for all "YES" responses to question 2.5

- 2.7 Will a sub-grantee/sub-recipient/sub-award be utilized to manage, administer or complete the project? Yes No

If "No", go to question 3.1

2.8 What responsibilities will the sub-grantee/sub-recipient/sub-award perform under this project?

- | | | | | |
|--|-------------------------------------|-----|--------------------------|----|
| a. Participant eligibility determination | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| b. Case Management | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| c. Performance Reporting | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| d. Financial Reporting | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| e. Invoicing | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| f. Other | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

2.9 What percentage of grant funds does the organization anticipate passing to sub-grantees/sub-recipients/sub-awards?

- Less than 10%
- 10-20%
- More than 20%

2.10 Does your organization have an implemented policy for sub-grantee/sub-recipient monitoring? Yes No

If "Yes", does it include:

- On-Site Review
- Review of prior monitoring and desk/quantitative review
- Review of prior monitoring only
- Desk/quantitative review only

3. Reports and Findings from audits performed under Subpart F - Audit Requirements of this part of the reports and findings of any other available audit

3.1 During the last two fiscal years, has your organization been out of compliance with *programmatic* terms and conditions of awards?

- Organization has not been audited; **Go to Question 3.6**
- No occurrences of non-compliance; **Go to Question 3.6**
- One to three occurrences of non-compliance
- Four to more occurrences of non-compliance

3.2 If your organization had at least one occurrence of non-compliance with programmatic terms and conditions, summarize each occurrence.

3.3 Have corrective actions been implemented within the specified timeframe? Yes No

3.4 Provide explanation for any corrective actions that were not implemented within the timeframe specified and for any corrective actions that remain open.

3.5 Have there been findings regarding conflict of interest within the last two fiscal years? Yes No

- a. If NO, go to question 3.6
- b. If YES, specify the finding and your response to the finding.

- 3.6 Has your organization even been subject to specific conditions due to program issues? Yes No
- a. If NO, go to question 4.1
- b. If YES, specify the condition, why it was imposed, and whether or not it is still applicable.

4. Applicants ability to effectively implement statutory, regulatory, or other requirements imposed on awardees.

4.1 To what extent does your organization have policies to ensure programmatic expenses are reasonable, necessary and prudent (sensible)?

- Policies are implemented and followed
- Policies are implemented, but not consistently followed
- Policies are being implemented
- The organization does not currently have these types of policies

4.2 To what extent does your organization have policies to ensure programmatic activities are allowable?

- Policies are implemented and followed
- Policies are implemented, but not consistently followed
- Policies are being implemented
- The organization does not currently have these type of policies

4.3 Has the organization been out of compliance with any statutory, regulatory or other requirements of this grant funding within the last two fiscal years? Yes No

If Yes, provide an explanation

4.4 To what extent is your organization able to comply with all statutory requirements of this program?

- Fully able to comply with all statutory requirements
- With the following exception(s), the organization is able to comply:

5. Compliance with Real Equipment and Real Property Management Required for Program Delivery & Audit and Financial Reporting

5.1 Does the grantee conduct daily pre-trip inspections prior to placing a vehicle in service? Yes No

5.2 If "Yes" does the system utilize pre-trip deflection reports to make repairs to system vehicles?

- Yes, we wait until the vehicle is available to do the repair.
- Yes, we schedule the repair immediately and get the work completed at the first opportunity.
- Yes, we take the vehicle out of service and work with dispatchers to reschedule routes to meet passenger needs.

5.3 If a lift is found to be inoperable during pre-trip inspections, is the vehicle taken out of service and repaired before returning it to service?

- Yes.
- No
- Yes, but (provide explanation below)

5.4 If "Yes", are appropriate accommodations made for displaced passengers with disabilities?

- Yes, we take the vehicle out of service but we cancel rides until we get it back; Or we've never had a lift break down; Or we don't know.
- Yes, but cancel rides/we reschedule the ride.
- Yes, we do whatever it takes including driving it to a state vehicle maintenance center, borrowing a vehicles, or working with a neighboring transit system to get that person a ride.

5.5 Did the grantee submit all required quarterly and annual reports for the previous fiscal year on-time and without error in accordance with Administrative Code Title 92, Chapter I, Sub-chapter h, Part 653?

- Yes.
- No

By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete and accurate. I am aware than any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims for otherwise (2 CFR 200.415).

Authorized Signature Date
Title

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve a Resolution in support of Tazewell County Agriculture; and

WHEREAS, Illinois is home to more than 71,000 farms, 96% of which are family-owned and a third of which include livestock; and

WHEREAS, Tazewell County accounts for 857 of those farms; and

WHEREAS, agriculture supports 3,869 jobs which accounts for an estimated 6 percent of total jobs in the county; and

WHEREAS, agriculture and related industries generate total sales or output estimated at \$1.227 billion; and

WHEREAS, farm property provides 8.7 percent of taxable value, which provides services to residents; and

WHEREAS, Tazewell County is the Pumpkin Capital of the World. Packing 85% of the world's canned pumpkin in the Village of Morton; and

WHEREAS, Illinois farmers support the food security of our citizens. The international pandemic displayed the importance of American food systems, processing and supply chain weaknesses; and

WHEREAS, new livestock development accounts for additional jobs creating additional economic growth within the county; and

WHEREAS, farmers are dedicated to caring for their animals in ways that also benefit the land. Using tools and technology to better manage soil nutrients, water runoff and air quality on the farm, farmers are using fewer natural resources and reducing their carbon footprint while producing more food; and

WHEREAS, farmland is a finite resource that is vital to agriculture, food production, and the economic well-being of our county; and

WHEREAS, farmers in Illinois face multiple layers of regulation involving state and federal agencies providing a comprehensive, robust regulatory program for all farms including those raising livestock; and

WHEREAS, data and information from state regulatory agencies demonstrates environmental issues from agriculture are an extremely rare occurrence; and

WHEREAS, the county recognizes the value agriculture contributes to our county and the rural way of life is the backbone of our country. Efforts should be made to accommodate future success of the rural community; and

WHEREAS, the Tazewell County Board acknowledges and supports agriculture within our county. The jobs created, taxes generated, technologies embraced and environmental practices implemented by farmers makes agriculture a valuable industry within our county; and

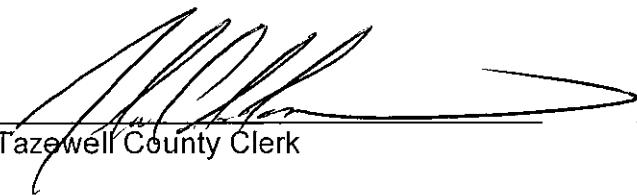
WHEREAS, the County of Tazewell elected board and county staff will work to support and promote the development of agriculture for the benefit of our county and all its residents.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Tazewell County Farm Bureau, and Auditor of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Let's turn Illinois GREEN!

Every green county on the map has passed a Pro-Ag Resolution.
Is your county highlighted?

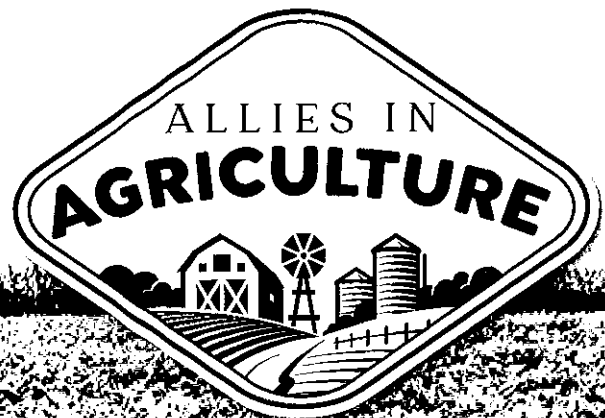
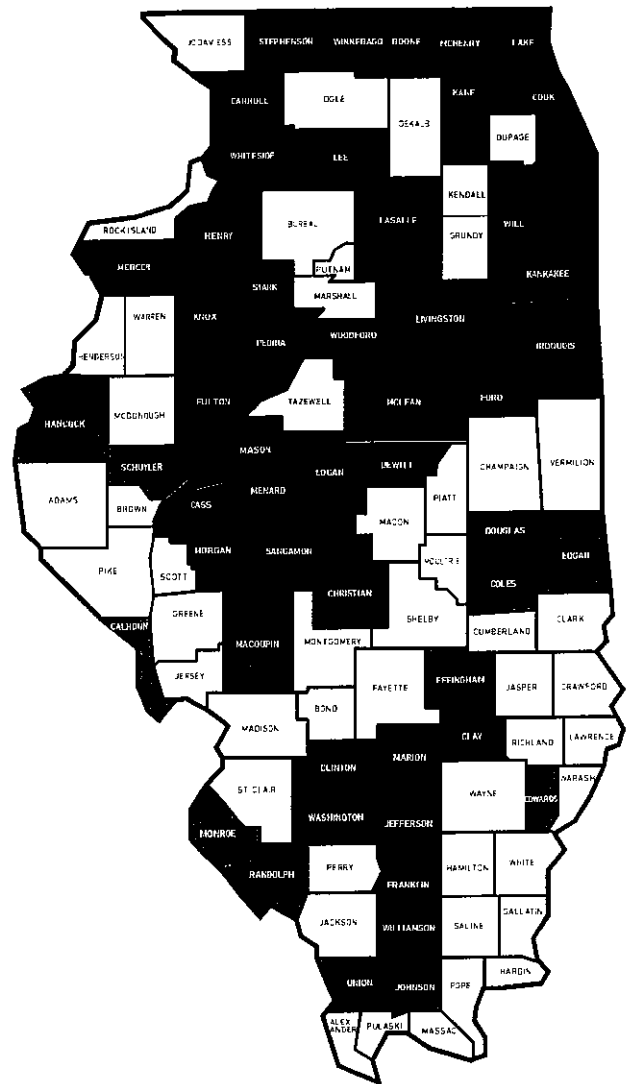
If not, contact your local government team to find out how you can join the 52 counties who are Allies in Agriculture!

The most powerful partnerships are the ones that form on the local level, and these relationships make passing Pro-Ag Resolutions and creating Allies in Agriculture local government priorities for 2024. Our **Allies in Agriculture** initiative helps build mutually beneficial relationships at the foundational level of local government. The Illinois Farm Bureau Local Government team is eager to assist county Farm Bureaus in understanding local governmental roles and how to develop membership engagement with key local officials.

The agriculture industry is often the core driver of the economy in Illinois counties, and it is imperative that county Farm Bureaus and members are prepared to educate elected officials on both the importance of and opportunities presented by agricultural growth. But first, a partnership is a two-way street; it's our job to ensure that we have a thorough understanding of the duties and objectives of each elected official. For a complete guide, [click here](#) to access the December 2023 issue of LINK.

OK, so you've done your homework. You know the local policymakers and have formed the start of a working relationship. Maybe you're one of 52 counties to work with local officials to pass a Pro-Ag Resolution. **What's next?** It's time to grow those alliances. It's one thing to say it; it's another thing to see it. Set up a farm visit with your local elected officials. Bring them out to one of your county Farm Bureau board meetings.

Showcase the diversity of ag in your county. Set up meetings at livestock farms, at row crop farms during harvest, and at specialty crop producers. When ag issues come up at the county level, these meetings often have the biggest impact – it's no longer an issue that they're considering, it's a person. It's a name. It's a face. When we can humanize agriculture, we can achieve the best results for both the ag industry and the county as a whole. Contact Ryan Whitehouse at rwhitehouse@iflb.org.



APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jon Hopkins of 1060 Johnson Street, Morton, IL to the Mackinaw Valley Water Authority for a term commencing April 01, 2024 and expiring November 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Jon Hopkins to the Mackinaw Valley Water Authority and we recommend said appointment be approved.

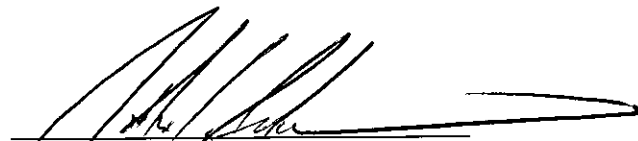
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Jon Hopkins to the Mackinaw Valley Water Authority.


The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Jon Hopkins, 1060 Johnson Street, Morton, IL to the Persons with Developmental Disabilities Board for a term commencing April 01, 2024 and expiring November 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Jon Hopkins to the Persons with Developmental Disabilities Board and we recommend said appointment be approved.

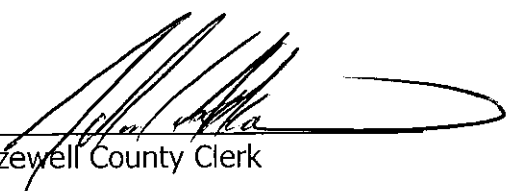
RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Jon Hopkins to the Persons with Developmental Disabilities Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Resource Center of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Timothy M. Gillespie of 2234 Sheridan Road, Pekin, IL to the Sheriff's Merit Commission for a term commencing May 1, 2024 and expiring April 30, 2030.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Timothy M. Gillespie to the Sheriff's Merit Commission and we recommend said reappointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Timothy M. Gillespie to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Jeffrey Lower of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Greg Sinn of 607 Locust Street, Tremont, IL 61568 to the Farmland Assessment Review Committee for a term commencing May 01, 2024 and expiring April 30, 2026.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Farmland Assessment Review Committee and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Farmland Assessment Review Committee.

The County Clerk shall notify the County Board Office and the County Board Office will notify Nicole Jones, Supervisor of Assessments of this action.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman