

SHAWNEE MASS TRANSIT DISTRICT

BID PACKET FOR ARCHITECTURAL AND ENGINEERING SERVICES

Prepared By:

SHAWNEE MASS TRANSIT DISTRICT
100 Smart Drive
Vienna, Illinois 62995
Phone: (618) 658-8380
Fax: (618) 658-8398

REQUEST FOR QUALIFICATIONS

Architectural & Engineering Services

Shawnee Mass Transit District requests Statements of Qualifications from individuals or firms for architectural, engineering, and related services in connection with the design of a depot/office with an attached two bay maintenance facility located one each in the following counties; Massac, Pulaski, and Union. The overall size of the facility will be approximately 4000 square feet. The structure is to be a pre-engineered post frame building.

Requirement: Proposal for Architectural and Engineering Services: each submission shall include, but are not limited to, the following:

1. Principal and Staff qualification and relevant experience;
2. Name of all individuals or firms (prime, joint venture) and sub-consultant (s) participating in the submission;
3. A detailed breakdown of the man-hours required (no cost) to complete the project;
4. Certified Disadvantaged Business Enterprise (DBE) status of your firm or a detailed plan for DBE participation.

The contract shall be awarded to the individual or firm offering the greatest net advantage to the project as determined by a scoring committee. Submittals will be evaluated in accordance with the following criteria:

1. Principal Qualifications
2. Relevant Experience
3. Organization and Staffing
4. Disadvantaged Business Enterprise Participation

Once all proposals have been evaluated, they will be ranked in order from the most qualified to the least qualified following the aforementioned criteria. The most qualified offeror will then be contacted, and at this time will be asked to submit a "Cost Proposal" for the purposes of negotiating a price for their services. Should an agreement on price fail to be reached between Shawnee Mass Transit District and the most qualified offeror, the next most qualified offeror would be contacted. This would continue until a contract award is made to the most qualified offeror whose price is fair and reasonable to Shawnee Mass Transit District.

Shawnee Mass Transit District reserves the right to accept any proposal or any part or parts thereof or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Illinois Department of Transportation.

Funding for this project is provided the State of Illinois. Any contract resulting from these proposals would be subject to financial assistance contracts between Shawnee Mass Transit District and the Illinois Department of Transportation.

The contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Certified Disadvantaged Business Enterprises are encouraged to participate in any procurement opportunity with Shawnee MTD. Shawnee MTD shall not discriminate on the basis of race, color, national origin, sex, or disability in the participation or performance of any resulting contract or agreement.

Firms and individuals responding to the request will also be required to certify that they are not on the U.S. Comptroller General's list of ineligible contractors.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Shawnee Mass Transit District has set a separate DBE contract goal of 2%.

A preproposal meeting will be held at the Administrative Offices at 100 Smart Drive, Vienna, Illinois 62995 at 10 A.M. on November 9, 2017.

All responses to this request must be received by 3:00 P.M. on December 14, 2017.

Inquiries pertaining to the scope of work or contract documents should be directed to:

Maureen A. Mann
Executive Director
100 Smart Drive
Vienna, Illinois 62995
618 713-1244 or email to
mpietrowski@smtdil.com

Architectural & Engineering Scope of Work

Project Description: The facility is to be composed of an administrative office, driver's lounge with a kitchenette, two small storage rooms, an indoor public waiting area w ½ bathroom, separate women's and men's bathrooms and a meeting/training room. Also included will be an attached two bay maintenance facility. The overall size of the facility will be approximately 4000 square feet and will be located in each county's Industrial Park.

Architectural and Engineering Services

Recommendation of use of design, space used, energy, efficiency, mechanical systems, etc.

Recommendation of construction methods, materials, and structural components

Prepare conceptual designs consisting of: blueprints, drawings, schematics, etc.

Develop budget/cost estimates

Attend meetings and public hearings as necessary

SHAWNEE MASS TRANSIT DISTRICT

Proposal for the Shawnee MTD **Architectural & Engineering Services**

BIDDER INFORMATION:

Company Name: _____

Company Address: _____

Company Phone: _____

Company Fax: _____

Is this company a Certified Disadvantaged Business Enterprise?

_____ Yes

_____ No

If yes, in what state is the company certified? _____

Signature: _____

Date: _____

Print Name: _____

CONTRACTOR NAME

SCORED BY

PART 1 GENERAL

ELEMENTS	WEIGHT FACTOR		RATING SCORE	
DOCUMENTATION OF PRINCIPLE AND STAFF QUALIFICATIONS	60	X	_____	_____
CONSIDERATION OF DBE ENTERPRISES	15	X	_____	_____
EXPERIENCE WITH CERTIFIED PAYROLL	10	X	_____	_____
INNOVATIVE TECHNOLOGY	15	X	_____	_____

TOTAL 100

RATING DEFINED

- 5- EXCELLENT
- 4- GOOD
- 3- ACCEPTABLE
- 2- FAIR
- 1- POOR
- 0- UNACCEPTABLE

THE CONTRACTORS ARE SUMMARIZED BY NORMALIZING THEIR TOTALS. THIS IS ACCOMPLISHED BY DIVIDING EACH TOTAL BY THE HIGHEST CONTRACTOR TOTAL, SO THE NORMALIZED SCORES ARE BETWEEN 0 AND 1

SCORE	NORMALIZED FACTOR	FINAL SCORE
_____	_____	_____

SIGNATURES

**CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(Required only if total payments under this proposal exceed \$25,000)**

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily

excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension,
ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Signature

Print Name and Title of Authorized Official

Name of Proposer

Date

REQUIRED TERMS AND CLAUSES

These provisions are intended for insertion in bid solicitation and contract documents involving procurements made by Shawnee Mass Transit District

Any obligation of an offeror or contractor to comply with governmental standards or regulations shall include the obligation to document such compliance.

An offerer or contractor shall supply and/or execute such documents as Shawnee MTD may reasonably need to effect the purposes of this contract or to comply with federal regulations applicable to purchases under this contract.

All proposals or bids shall contain all required certifications applicable to the procurement. Failure to do so may result in Shawnee MTD's refusal to consider the proposal or bid.

Termination of Contract

A participating agency reserves the right to cancel any contract resulting from this procurement for cause by written notice to the Contractor. Cause for cancellation will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or Shawnee Mass Transit District.

A participating agency may terminate any contract resulting from this procurement, in whole or part, whenever it determines that such termination is in the best interest of the organization. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, the participating agency shall pay the agreed rate only for services delivered up to the date of termination. The participating agency has no obligation to the Contractor, of any kind, after the date of termination. The Contractor shall deliver all records, equipment, and materials to participating agency within seven (7) days of the date of termination.

Civil Rights

In compliance with, 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.*, the following requirements apply to the underlying contract:

Nondiscrimination

The Contractor agrees to comply, and assures the compliance of each sub recipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R.

Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” and any other applicable Federal directives that may be issued.

Disadvantaged Business Enterprise

It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the Disadvantaged Business Enterprises requirements of 49 CFR Part 26 will apply to any agreement awarded for this project. Shawnee Mass Transit District does not have any specific goal associated with this contract. In

connection with the maximum utilization of Disadvantaged Business Enterprises and will ensure that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts and subcontracts for this Agreement. It is important to not only identify Disadvantaged Business Enterprises but to explain how they will be integrated into the proposed work plan.

Age

The Contractor agrees to comply with all applicable requirements of: (1) the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing 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, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance; (2) the Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Inclusion in Lower Tier Subcontracts

The Contractor also agrees to include the requirements of Sections 3.6.1 through 3.6.5 in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (DBE)

The Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the project and assures that each third party contractor, lessee, or other participant at any tier of the project will facilitate participation by DBEs in the project to the extent applicable as follows:

Compliance

The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

Nondiscrimination

The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any sub agreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all sub agreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.

Subcontracts

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

State Audit and Inspection of Records

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

Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by Shawnee Mass Transit District.

Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred. Contractor shall maintain records for a period of five (5) years.

Ownership of Records

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

Equal Employment Opportunity

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

- That it will not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- That it will include verbatim or by reference the provisions of this ITEM in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual Harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii)

protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

Lobbying

The Proposer certifies by submission of this RFP that:

- In compliance with 31 U.S.C. § 1352(a), no Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- The proposer will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- The proposer will comply, and will assure the compliance of each lessee, third party contractor, or other participant at any tier of the project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

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 Proposer or its subcontractors shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Proposer shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and shall certify and disclose accordingly.

Terms of Payment

The Contractor shall submit an invoice based on the vendor's proposed payment scheduled submitted with the proposal and as negotiated with Shawnee Mass Transit District to contract execution.

Changes to Federal Requirements/Contract Changes

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in

the Federal Transit Administration Master Agreement, FTA MA (16), dated October 1, 2009, between the Illinois Department of Transportation and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of any contract resulting from these bidding documents. The Contractor's failure to so comply shall constitute a material breach of the contract.

Retention of Records

The contractor shall maintain records to show actual time devoted and cost incurred. Contractor shall maintain records for a period of five (5) years.

Assignment

Assignment of any portion of the work by Subcontract must be approved in advance by Shawnee Mass Transit District.

Financial Assistance

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

Contract Period

All work to be performed under the terms of this contract must be completed in accordance with the time frames provided on the bid form.

The Contractor and all subcontractors shall maintain Workers' Compensation, Public Liability Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to IDOT and Shawnee Mass Transit District shall carry Builder's Risk Insurance, including fire and extended coverage, on 100 percent of the completed value of the insurable portion of construction. Such insurance coverage is required to remain in effect until the construction has been accepted by Shawnee Mass Transit District.

Prohibited Interest

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