

SHAWNEE MASS TRANSIT DISTRICT

BID PACKET FOR ARCHITECTURAL AND ENGINEERING SERVICES

Prepared By:

SHAWNEE MASS TRANSIT DISTRICT
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SHAWNEE MASS TRANSIT DISTRICT INVITATION TO BID

Notice is hereby given that the Shawnee Mass Transit District (SMTD) is soliciting bids for two designs for two office/depot buildings to be located one each in the following counties; Pulaski, and Union. Bids will be accepted from May 24, 2021 until 3:00 p.m. CDT, on May 28, 2021.

Project Description: The Union County facility is to be composed of several offices, driver's lounge with a kitchenette, small storage rooms, separate women's and men's bathrooms and a meeting/training room. Also included will be an attached one bay garage. The overall size of the facility will be approximately 4000 square feet and will be located in Union county's Industrial Park.

The Ullin facility will be a small approximately 1500 square foot building that includes an office, drivers lounge with kitchenette, storage room and separate men's and woman's bathrooms.

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

Project Documents: Requests for Project Documents, which include bidding instructions, contract requirements, drawings and specifications, should be submitted to:

Shawnee Mass Transit District
Attn: Mike Pietrowski
100 Smart Drive
Vienna, Illinois 62995
Phone: 618-658-8384
Fax: 618-658-8398

Bids must be enclosed in a sealed envelope clearly marked on the outside: "BID – MASS TRANSIT Design for Facilities and delivered to the above address on or before **3:00 p.m. CDT on May 28, 2021**. The bid proposals will be opened and read aloud on Tuesday June 1, 2021 at 9:00 A.M. Faxed or emailed bids will not be accepted. Bids not submitted by the deadline will be returned to the bidder unopened.

Funding for this project is provided by the State of Illinois Rebuild Illinois Program

A contract for design will be based on qualifications and technical criteria/No price considerations. SMTD reserves the right to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any Bid is subject to concurrence by the Illinois Department of Transportation.

Bids will be required to be submitted under a condition of irrevocability for a period of 120 days after submission.

Any contract resulting from this Advertisement is subject to financial assistance contracts between SMTD and the United States Department of Transportation and the Illinois Department of Transportation.

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations. Additionally, successful bidders must comply with the Illinois Prevailing Wage Act (820 ILCS 130 *et seq.*).

Certified Disadvantaged Business Enterprises are encouraged to participate in any procurement opportunity with SMTD. SMTD shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service in the participation or performance of any resulting contract or agreement.

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 two depot/office buildings with one having an attached bay garage. One building will be located in Union County and the other in Pulaski County. The overall size of the facility will be approximately 4000 square feet in Union County and 1500 square feet in Pulaski County.

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, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

All responses to this request must be received by May 28, 2021 at 3:00PM.

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

Mike Pietrowski
Executive Director
100 Smart Drive
Vienna, Illinois 62995
618 658-8384
mpietrowski@smtdil.com

CONTRACTOR NAME

SCORED BY

PART 1 GENERAL

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

TOTAL100

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



Protest Procedure: Any individual, agency, or business whose direct economic interest has been affected by the District's procurement procedures shall have the right to have their protest heard in an economical and expeditious manner. Protests shall be handled and resolved in the following manner:

A. Written Submission: An interested party wishing to protest a matter involving a proposed procurement or contract award shall file, with the Procurement Administrator, a written submission addressing, at a minimum, the following:

1. The name and address of the interested party and its relationship to the procurement sufficient to establish its interest;
2. Solicitation or contract number;
3. Statement of the grounds of the protest, including the federal or state law/regulation or the District procedure upon which the protest is based;
4. Statement of the specific relief requested; and
5. Any documents relevant to the protest that the protesting party desires the District to consider should be attached.

B. Procedure for Protests Regarding Solicitation: Any protest regarding a solicitation by the District must be filed no later than five (5) business days before the opening of bids. Any protest filed after that date which raises issues regarding the solicitation will not be considered. Upon receipt of a timely filed protest regarding the solicitation, The District may postpone the opening of Bids until resolution of the protest; no additional bids will be accepted during the period of postponement.

C. Procedure for Protests Regarding Bid Evaluation: Any protest regarding the evaluation of bids by the District must be filed no later than twenty (20) business days after the opening of bids. Any protest filed after that date which raises issues regarding the bid evaluation will not be considered, unless the issue arose after the initial twenty (20) business day period and before contract execution. Upon receipt of a timely filed protest regarding the evaluation of bids, the District will determine if the protestor has established that there is substantial evidence regarding the non-responsiveness of a bid or the non-responsibility of a bidder or doubt regarding the District's compliance with Federal or State law or these procedures. If the protestor submits sufficient evidence supporting its protest to show that the protest is not vexatious or frivolous, the District may suspend its evaluation of all bids submitted until resolution of the protest.

D. Procedure for Protests Regarding Award of Contract: Any protest regarding the award of a contract must be filed no later than ten (10) business days after the date of the award. Any protest regarding the award of the contract filed after that date will not be considered. Upon receipt of a timely filed protest regarding the award of a contract, the District will issue a stop work order, if necessary, until the resolution of the protest.

**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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

POLICY STATEMENT

The Shawnee Mass Transit District (“SMTD,” “District” or “Company”) is committed to and has developed a Disadvantaged Business Enterprise (DBE) Program that is consistent and in compliance with the federal regulations of the U.S. Department of Transportation (USDOT), Title 49 of the Code of Federal Regulations (CFR) Part 26. SMTD, as a sub-recipient of federal financial assistance, has signed an assurance that it will comply with 49 CFR Part 26. Accordingly, SMTD encourages DBEs to compete for SMTD contracts and subcontracts and encourages joint ventures between DBE and non-DBE firms who compete for SMTD contracts and subcontracts.

It is the policy of the District to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in the procurement process for all goods and services purchased by SMTD, specifically those financed in whole or in part with federal funds. It is also our policy:

1. To ensure nondiscrimination in the award and administration of USDOT- assisted contracts;
2. To ensure a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
7. To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The Procurement Officer / Program Compliance Oversight Monitor of SMTD has been designated as the DBE Liaison Officer (DBELO) and is responsible for implementing all aspects of the DBE Program. The DBELO will be assisted by other SMTD staff as needed in implementing the DBE requirements and compliance. Implementation of the DBE Program is accorded the same priority as compliance with other legal obligations incurred by the District.

In administering its DBE Program, SMTD shall not, either directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex or national origin.

SMTD will disseminate this DBE Program document to its members and all operating components of our organization. SMTD will notify all DBE and non-DBE business communities that perform work for SMTD on USDOT-assisted contracts about the District’s DBE Program by placing the DBE Program on our web site at <http://www.shawneemtd.com>, include reference to the DBE Program in all SMTD solicitations and provide a written DBE Program available at SMTD’s administrative offices.

INTRODUCTION

The Shawnee Mass Transit District (“SMTD” or “District”) recognizes its responsibility to ensure that Disadvantaged Business Enterprises (DBEs) have equal opportunity to participate in the performance of all contracts administered by SMTD, specifically those financed in whole or in part with USDOT funds. As part of the effort to fulfill this responsibility, SMTD has developed this DBE Program to reflect its commitment to the requirements and guidance contained in 49 CFR Part 26.

DBE PROGRAM LIAISON OFFICER

The SMTD Procurement Officer / Program Compliance Oversight Monitor is responsible for implementing the DBE program. The Procurement Officer / Program Compliance Oversight Monitor will also work with other appropriate officials and SMTD staff to coordinate and implement the provisions of the DBE Program. Correspondence regarding DBE matters, as they pertain to contracts administered by SMTD, should be forwarded to the SMTD Procurement Officer / Program Compliance Oversight Monitor at 100 Smart Drive , Vienna, IL 62995.

The DBELO is responsible for developing, implementing and monitoring the SMTD DBE Program. Duties and responsibilities include the following:

1. Gather and report statistical data and other information as required by USDOT.
2. Review third party contracts and purchase requisitions for DBE Program compliance.
3. Work with appropriate parties to set annual DBE goals.
4. Ensure that bid notices and request for proposals are available to DBEs in a timely manner.
5. Identify contracts and procurements to assure that DBE goals are included in solicitations.
6. Analyze BMC’s progress toward DBE goal attainment and, if necessary, ways to improve progress.
7. Advise the BMC Board of Directors on DBE related matters and achievement.
8. Participate with Division Directors and Project Managers to determine contractor compliance with good faith efforts.

DEFINITIONS

“Disadvantaged Business” means a for-profit small business concern: (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“Small Business Concern” means a small business as defined in Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing the Act at 13 CFR Part 121.

“Socially and Economically Disadvantaged Individuals” means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or other individuals found to be socially and economically disadvantaged by the Small Business Administration pursuant to the Small Business Act.

“Joint Venture” means an association of a DBE firm and one or more other firms to carry out a single for-profit business enterprise for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

APPLICABILITY

The DBE Program applies to all SMTD goods and services purchased through a formal procurement process by the issuance of Request for Proposals (RFPs) or Invitations for Bids (IFBs).

GOALS OF THE DBE PROGRAM

Overall DBE Participation Goals: In May of each year, the Procurement Officer / Program Compliance Oversight Monitor, working with appropriate SMTD staff, will determine the work tasks and activities (goods and services) that might be contracted out in the upcoming fiscal year. SMTD will use a bidders list to determine the relative availability of DBEs in the SMTD area as well as a review of its previous record for meeting its DBE participation goals. SMTD will establish an overall DBE participation goal based upon an analysis of the aforementioned information. If there is no upcoming work or feasible contracting activities then no goal will be required.

Shawnee Mass Transit District will publish a notice of proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during the normal business hours at SMTD's administrative offices for 30 days following the date of the notice. Shawnee will accept comments on the goals for 45 days from the date of the notice. The notice will include the address to which comments may be sent and addresses where the proposal may be reviewed.

The new annual DBE goal takes effect on July 1 of each year.

DBE Subcontract Goals: SMTD will set DBE goals for individual contracts that the District determines will have subcontracting possibilities. SMTD will review its DBE participation goals on similar previous contracts and the availability of DBEs in the subject areas in which subcontracts are to be awarded before setting a subcontracting DBE goal.

IMPLEMENTATION OF DBE PARTICIPATION GOALS

A. Methods for Achieving DBE Goals

1. SMTD will use race-neutral means to obtain DBE participation. A race neutral program means that SMTD expects to achieve its DBE goal through the normal competitive bid process. SMTD will provide assistance to ensure that DBEs have the opportunity to participate in SMTD procurements.
2. The Procurement Officer / Program Compliance Oversight Monitor, in his/her capacity as the SMTD DBE Program Liaison Officer, reserves the right to establish DBE participation goals for specific contracts to meet any portion of SMTD's DBE participation goal that SMTD determines that it will not be able to meet using neutral means. Race conscious goals are those achieved through establishment of a percentage of contract cost that must be awarded to a certified DBE or good faith efforts to do so must be demonstrated.

B. Identification of DBE Participants

In a formal RFP/IFB procurement for which a contract DBE goal is established, SMTD shall require all bidders to include a plan for meeting the contract DBE participation goal. Bidders' submittals shall include the name of any DBE subcontractors who will participate in the contract, a clear and concise description of the work to be performed by each DBE subcontractor, written confirmation from the DBE that it is participating in the contract as detailed in the prime contractors plan and the dollar amount of each proposed DBE subcontract. SMTD may include DBE participation as an evaluation criterion in selecting bidders for award. If the contract goal is not met, evidence of good faith efforts to meet the goal must be documented and provided.

C. DBE Certification

SMTD is not responsible for determining the eligibility of any particular company to be certified as a DBE. A directory of certified DBE firms is maintained by the Illinois Department of Transportation. If the DBE has not been certified by IDOT but has been certified by other state transportation agencies receiving federal funding, the name of the agency should be included in the proposal. SMTD reserves the option to accept this certification in lieu of IDOT certification.

D. Good Faith Efforts

SMTD treats a bidder/offerors compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the apparent low bidder/offeror to submit the following minimum information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;

5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Demonstration of good faith efforts

Pursuant to 49 CFR Part §26.53(a), once a DBE contract goal has been established, “you must only award the contract to a bidder/offeror who makes good faith efforts to meet it.” The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documents that it made adequate good faith efforts to meet the goal even though it did not succeed in obtaining enough DBE participation to do so.

Appendix A to Part 26 describes “adequate good faith efforts” in the following manner:

This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

As explained by Appendix A, the “[recipient’s] determination concerning the sufficiency of the firm’s good faith efforts is a judgment call: meeting quantitative formulas is not required.” Recipients are “strongly caution[ed]” against requiring that a bidder meet a contract goal in order to be awarded a contract; the regulations specifically prohibit recipients from “ignoring bona fide good faith efforts.”

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented adequate good faith efforts to be regarded as responsive: Procurement Officer / PCOM and the Executive Director.

SMTD will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the District commits to the performance of the contract by the bidder/offeror.

Administrative reconsideration

Within five (5) days working days of being informed by SMTD that it is not responsive for failure to document adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Jerri Loyd
Chief Financial Officer
Shawnee Mass Transit
District 100 Smart Drive
Vienna, IL 62995

Ph:618-658-8381
Fax:618-658-9398
Email: jerriloyd@smtdil.com

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make document adequate good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract

We will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

E. Assurances

SMTD has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

Shawnee Mass Transit District shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. Shawnee Mass Transit District shall take all the necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. Shawnee Mass Transit District's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Shawnee Mass Transit District of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement

under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

SMTD will ensure that the following provisions are placed in every DOT-assisted contract and subcontract:

Contract Assurance: *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 CFR 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 RMTD deems appropriate.*

Prompt Payment: *The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from Shawnee Mass Transit District. The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Shawnee Mass Transit District. This clause applies to both DBE and non-DBE subcontractors.*

F. Record Keeping and Reporting

SMTD will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the Bidders List Approach to calculating overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms. Information for the bidders list may be collected as determined by SMTD, including, but not limited to, collecting said information from all bidders before or after the bid due date or conducting an alternative information collection method. For contracts that have a DBE contract goal, BMC shall obtain reports from prime contractors on their progress in meeting the DBE participation goal in their contracts.

G. Program Monitoring

For contracts that include a DBE contract goal, SMTD will implement appropriate mechanisms to ensure compliance with the DBE requirements of the contract. When a DBE subcontractor begins work on the project, SMTD will review all available information to verify that the DBE contractor identified will perform a commercially useful function and must be ready, willing and able to carry out its responsibilities by actually performing, managing and supervising the work involved, consistent with standard industry practices. If SMTD determines that the DBE contractor is not performing a commercially useful function, SMTD will notify the prime

contractor in writing regarding the finding and provide the contractor 10 work days to eliminate the contract infraction.

SMTD will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection, upon request by any authorized representative of the Shawnee Mass Transit District or DOT. This reporting requirement also extends to any certified DBE subcontractor.

SMTD will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SMTD will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

H. Reporting to DOT

SMTD will report DBE participation to DOT on a quarterly basis, using DOT Form 4630. These reports will reflect payments actually made to DBEs on DOT assisted contracts.

I. Confidentiality

SMTD will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. In all cases, the Illinois Freedom of Information Act is applicable and must be followed. Any exemption to disclosure requirements must be identified in writing and must cite to the applicable section of the Act. Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Disadvantaged Business Enterprise (DBE)

Certification – Non Vehicle Purchases

DBE Obligation: The bidder/contractor agrees to ensure that DBE's as defined in 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts.

Signature: _____

Date: _____

Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and rejected. This certification required for all procurements except for those in which motor vehicles are being purchased.