

SHAWNEE MASS TRANSIT DISTRICT

BID PACKET FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR TRAINING FACILITY

Prepared By:

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

SHAWNEE MASS TRANSIT DISTRICT REQUEST FOR QUALIFICATIONS

Notice is hereby given that Shawnee Mass Transit District is soliciting proposals for a design of a training center to be located behind our existing facility at 100 Smart Drive, Vienna Illinois 62995, specifically in Johnson County. Proposals will be accepted from May 30, 2024 until 12:00 p.m. CDT, on July 1, 2024.

Project Description: The proposed training center will be located behind our current facility at 100 Smart Drive, Vienna Illinois 62995. This project aims to establish a training facility in Vienna Illinois, specifically in Johnson County. This facility will feature a spacious room capable of comfortably accommodating up to 125 individuals, complete with partition(s) to subdivide the space as needed. Included amenities consist of a kitchen area accessible from the main room, multiple offices, two restrooms and storage space. Additionally, the design should incorporate a "garage type door" to facilitate the entry of a large bud into the main room for instructional purposes. Lastly, the project will involve the construction of a parking lot seamlessly connected to our existing bus parking area.

Architectural and Engineering Services

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

Approach for construction methods, materials, and structural components

Prepare conceptual and final 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 proposal 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
mpietrowski@smtdil.com
shawneemtd.com/procurements

Proposals must be enclosed in a sealed envelope clearly marked on the outside: "BID for Training Facility" and delivered to the above address on or before **12:00 p.m. CDT on July 1, 2024**. The proposals will be opened and evaluated on July 2, 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 through the Rebuild Illinois Program.

Evaluation and ranking of firms will be based on qualifications and technical criteria/No price considerations. Shawnee MTD 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.

Proposals 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 Shawnee MTD 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.

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, 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.

Complete Scope

Design a Training Center for the Shawnee Mass Transit District involves situating it behind our current facility at 100 Smart Drive, Vienna, Illinois 62995. This project focuses on establishing a training facility in Vienna, Illinois, specifically within Johnson County. The facility will feature a spacious room capable of comfortably accommodating up to 125 individuals, complete with partition(s) to create smaller rooms as needed. It will also include a kitchen area accessible from the main room, multiple offices, two restrooms, and storage space. Additionally, the design must incorporate a "garage door" to facilitate pulling a large bus inside the training room for instructional purposes. Finally, the project encompasses constructing a parking lot that seamlessly connects to our existing bus parking area.

Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Bonding

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. 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 be paid the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same, and dispose of it in the manner the Buyer(s) directs.

Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. 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.

Certified Payrolls

As applicable (normally construction and service contracts), the Buyers shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the Buyers, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained by the Buyers, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

Method 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. Payment will be conditioned upon successful completion, to the participating agency's satisfaction, of all applicable work necessary to consider a project milestone complete.

Contract Period

The contract period will be measured from the date of commencement of the work and be completed no later than three hundred calendar days from the date of commencement of work.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

Prohibited Interest of Local Official

No member, or officer, or employee of Shawnee Mass Transit District or 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.

Contract Changes

Any proposed change in this contract shall be submitted to the Shawnee Mass Transit District for its prior approval.

Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

Government (IL) Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not

less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.

3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:

- a. Operations - Premises Liability;
 - b. Independent Contractor's Liability;
 - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - d. Products Liability;
 - e. Completed Operations Liability;
 - f. Personal Injury Liability, including claims arising from employees of the contractor; and
 - g. Broad Form Property Damage Liability.
4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage.

The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

Prime Contractor Participation

When appropriate, normally construction and service related contracts, the selected Contractor will be designated the prime contractor and shall normally perform, with his own staff, work equivalent to at least fifty percent (50%) of the total amount of work for the Project. Only non-equipment and materials pay items of a contract will be used in computing the total amount of work conducted by the prime contractor at the work site. The participation percentage of a prime contractor is normally negotiable until finalized in an awarded contract.

Warranty of Construction

A warranty of construction will normally be provided for construction projects. Construction warranties will normally be for a minimum period of one (1) calendar year, unless otherwise noted in the contract award, from the date of each Project completion, as evidenced by the date of final acceptance of the work. At a minimum, the Contractor warrants that work performed under any contract conforms to the contract requirements and is free of any defect of equipment, material, or workmanship performed by the Contractor or any of its subcontractors or suppliers. The Buyers shall be entitled to all warranties as provided by law.

Under this warranty condition, the Contractor shall remedy at its own expense any such failure to conform, or any such defect. Nothing in the above intends or implies that this warranty provision shall apply to work which has been abused or neglected by the Buyer.

The Contractor shall not limit or exclude any implied warranties, and any attempt to do so shall render a contract voidable at the option of the Buyer. The Contractor warrants that the goods and equipment furnished will conform to the specifications, drawings, plans,

descriptions or requirements noted in the solicitation or submittal packages, and any subsequent contract or agreement, as amended.

The Contractor warrants that any construction services, work, or materials purchased by the Buyer will conform to the standards promulgated by the U.S. Department of Labor, under the Occupational Safety and Health Act (OSHA) of 1970.

Construction warranties may be covered in further detail by the Construction Specifications of a given solicitation package.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%. A separate contract goal **has not** been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Shawnee Mass Transit District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written 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 to do so.
Bidders must present the information required above with initial proposals (see 49 CFR 26.53(3)).
The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Shawnee Mass Transit District. In addition, the contractor may not hold retainage from its subcontractors.
 - e. The contractor must promptly notify Shawnee Mass Transit District whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the
 - k. The contractor may not terminate any DBE subcontractor and perform that work through its own forces

Protest Procedures

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.

Bidders Information

SHAWNEE MASS TRANSIT DISTRICT

Proposal for the Shawnee MTD Architectural & Engineering Services -Training Facility

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: _____

Individual Evaluation Form

Bidder's Name: _____

	Rating
Principal Qualifications	
Relevant Experience	
Organizing and Staffing	
Disadvantage Business Enterprise Participation	

Notes:

Ratings Defined

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

Evaluator _____

Job Title _____

Date _____

Bid Tabulation

	Percentage	Weight Factor	Bidder 1	Weighted Score	Bidder 2	Weighted Score	Bidder 3	Weighted Score	
Principal Qualifications	40%	0.4		0		0		0	Building Committee 1
Relevant Experience	35%	0.35		0		0		0	
Organization and Staffing	15%	0.15		0		0		0	
Disadvantage Business Enterprise Participation	10%	0.1		0		0		0	
	100%			0		0		0	

	Percentage	Weight Factor	Bidder 1	Weighted Score	Bidder 2	Weighted Score	Bidder 3	Weighted Score	
Principal Qualifications	40%	0.4		0		0		0	Building Committee 2
Relevant Experience	35%	0.35		0		0		0	
Organization and Staffing	15%	0.15		0		0		0	
Disadvantage Business Enterprise Participation	10%	0.1		0		0		0	
	100%			0		0		0	

	Percentage	Weight Factor	Bidder 1	Weighted Score	Bidder 2	Weighted Score	Bidder 3	Weighted Score	
Principal Qualifications	40%	0.4		0		0		0	Building Committee 3
Relevant Experience	35%	0.35		0		0		0	
Organization and Staffing	15%	0.15		0		0		0	
Disadvantage Business Enterprise Participation	10%	0.1		0		0		0	
	100%			0		0		0	

	Percentage	Weight Factor	Bidder 1	Weighted Score	Bidder 2	Weighted Score	Bidder 3	Weighted Score	
Principal Qualifications	40%	0.4		0		0		0	Building Committee 4
Relevant Experience	35%	0.35		0		0		0	
Organization and Staffing	15%	0.15		0		0		0	
Disadvantage Business Enterprise Participation	10%	0.1		0		0		0	
	100%			0		0		0	

	Percentage	Weight Factor	Bidder 1	Weighted Score	Bidder 2	Weighted Score	Bidder 3	Weighted Score	
Principal Qualifications	40%	0.4		0		0		0	Building Committee 5
Relevant Experience	35%	0.35		0		0		0	
Organization and Staffing	15%	0.15		0		0		0	
Disadvantage Business Enterprise Participation	10%	0.1		0		0		0	
	100%			0		0		0	

Ratings Defined

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

Notes: