



Statement of Qualifications

Jackson County Mass Transit District

Funded by: Illinois Department of Transportation Rebuild Illinois

Submissions Due by Friday, January 6 at 3:00 PM.

Submissions must be clearly marked Statement of Qualifications, delivered (in person, mail or email) to Shawn Freeman, Managing Director, [director@jcmtd.com](mailto:director@jcmtd.com), Jackson County Mass Transit District, 602 East College Street, Carbondale, IL 62901.

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## **Request for Qualifications**

Jackson County Mass Transit District (JCMTD) is hereby requesting Statements of Qualifications (SOQ) from entities for architectural, engineering, and environmental related services in connection with the design of a new administrative facility, design of a renovation of an existing maintenance facility or design of a new maintenance facility, design of a new depot, and environmental services.

### **Agency Background**

Jackson County Mass Transit District is a municipal corporation created by the Jackson County Board in 1992 and has been in operation since 2002. Jackson County Mass Transit District has been in operation without a district owned administrative office or maintenance facility. JCMTD is a public mass transportation system that strives to provide safe, efficient, and affordable transportation to the public with Point-Deviated and Route-Deviated services. JCMTD's goal is to embody a new vision of Southern Illinois Mass Transit. A vision of connecting people and constantly improving service to our clients whereby we will integrate, coordinate, plan and build a transit system worthy of its passengers.

### **Funding Authority**

Funding for this contract is provided by the Illinois Department of Transportation (IDOT) Rebuild Illinois grant program. Any contract resulting from this Request For Qualifications (RFQ) would be subject to financial assistance contracts between JCMTD and IDOT.

### **Preliminary Scope**

Estimated Project Budget: \$3,224,175

Square Footage Carbondale Administration: up to 4,000 square feet

Square Footage Carbondale Maintenance: up to 5,000 square feet of new construction

Square Footage Murphysboro Depot: up to 5,000 square feet

Preliminary Scope Goal: Design maximizes square footage and aesthetics for funding available

### ***Project Description***

#### **Carbondale Administrative and Maintenance Project**

Jackson County Mass Transit District's proposed project includes the new construction of an administrative building up to 4,000 square feet, and possible renovation of an existing purpose-built transit facility or new construction of a maintenance facility of up to 5,000 square feet to meet the needs of JCMTD. The potential existing purpose-built site is located at 250 East Miller Court (PIN 15-09-201-004), Carbondale, Illinois and is currently zoned as General Industrial. The new administrative building would be built on the surrounding acreage (approximately 5 acres) located directly behind the existing facility (PIN 15-09-201-001), which is also zoned General Industrial. If this site (PIN 15-09-201-004 and PIN 15-09-201-001) is still available upon execution and commencement of a contract resulting from this RFQ then the items listed under "Environmental Scope of Work" will be completed for the site. If, however, this site/existing facility is no longer available, then a feasibility study of available sites will be required. The new administrative building will incorporate green and sustainable technologies into the design and construction including a grid tied photovoltaic solar installation that will offset energy usage. Furthermore, geothermal HVAC are intended to be included in the design.

Finally, LEED Certification up to a certification level of Bronze will be required as part of the design of the building.

### **Murphysboro Depot Project**

JCMTD proposed project includes the new construction of an operations/storage/maintenance facility in Murphysboro. JCMTD would look first to use funds for new construction of this combination facility, up to 5,000 square feet. The proposed building would be pre-engineered steel on steel construction with space for storage/ maintenance, a wash bay, and offices.

This type of facility will support our ability to operate on time and reliably. This will also support increased shuttle service within the City of Murphysboro and future expansion of services. JCMTD will require a grid tied photovoltaic solar installation in the design of this project. Furthermore, geothermal HVAC are intended to be included in the design. Finally, LEED Certification up to a certification level of Bronze will be required as part of the design of the building.

### ***Architectural and Engineering Services Scope of Work – Carbondale Administrative and Maintenance Project***

This project will involve the architectural and engineering services which are anticipated to include:

1. Project Management.
2. Feasibility study of available parcels to determine best site for a new administration building and maintenance facility if the site at (PIN 15-09-201-004 and PIN 15-09-201-001) is no longer available.
3. Recommendations of design, space utilized, energy, efficiency, mechanical systems, etc. for the Carbondale Administrative and Maintenance Project.
4. Recommendation of construction methods, materials, and structural components.
5. Completion and submission of minimum three (3) conceptual designs.
6. Preparation of final designs consisting of blueprints, drawings, schematics, etc.
7. Development of budgets and cost estimates.
8. Development and coordination of requests for Proposals or Invitations to bid related to project.
9. Preparation of various reporting requirements such as quarterly progress reports for JCMTD and IDOT.
10. Attendance in meetings and public hearings as necessary.
11. Site Survey.
12. Building Code Analysis.
13. Architectural and Engineering design plan submittals at 30%, 60%, 90% and 100% completion.

### ***Architectural and Engineering Services Scope of Work – Murphysboro Depot Project***

This project will involve the architectural and engineering services which are anticipated to include:

1. Project Management.
2. Feasibility study of available parcels to determine best site for a new an operations/storage/maintenance facility in Murphysboro.

3. Recommendations of design, space utilized, energy, efficiency, mechanical systems, etc. for the Murphysboro Depot Project.
4. Recommendation of construction methods, materials, and structural components.
5. Completion and submission of minimum three (3) conceptual designs.
6. Preparation of final designs consisting of blueprints, drawings, schematics, etc.
7. Development of budgets and cost estimates.
8. Development and coordination of requests for Proposals or Invitations to bid related to project.
9. Preparation of various reporting requirements such as quarterly progress reports for JCMTD and IDOT.
10. Attendance in meetings and public hearings as necessary.
11. Site Survey.
12. Building Code Analysis.
13. Architectural and Engineering design plan submittals at 30%, 60%, 90% and 100% completion.

### ***Environmental Scope of Work***

The Carbondale Administrative and Maintenance project will involve land acquisition utilizing federal funds, which requires JCMTD to fulfill the National Environmental Policy Act (NEPA) process requirements. It is expected that prompt scheduling and execution of a Phase I Environment Site Assessment be conducted for up to three Carbondale parcels. Anticipated tasks may include:

1. Project Management.
2. Federal Transit Authority (FTA) coordination.
3. Stakeholder coordination.
4. Public Involvement.
5. Technical work to support public involvement and environment studies (design and engineering, mapping, ground survey, utility coordination, etc.).
6. Preparation and execution of environmental studies.
7. Complete FTA Section 106 Documentation and Phase I Environmental Site Assessment, in accordance with Environmental Protection Agency's All Appropriate Inquires Rule (40 CFR Part 312).
8. Complete Finding of No Significant Impact (FONSI) or Categorical Exclusion (CE) documentation as appropriate.

### **Submittal Requirements and Criteria**

Interested firms are encouraged to submit their qualifications, which shall include the following information:

1. Firm's contact information.
2. Narrative explaining the firm's qualifications for the project.
3. Summary of firm's recent experience, past five (5) years, in similar and representative projects.
4. Name and experience of key personnel.
5. A detailed breakdown of the man-hours required by scope item, no cost, to complete the project.

6. Ability to meet required timelines.
7. Ability to integrate this project into the firm's present workload.
8. The firm shall provide three (3) references including names, telephone numbers of previous clients with a description of the type of project completed, time frame for the process and date completed.
9. Debarment and Suspension form (Pass/Fail).

### **Evaluation Criteria**

The SOQ will be reviewed and evaluated by the JCMTD Building Committee. The JCMTD Building Committee consists of two JCMTD Board Member, the Managing Director, the Finance Manager, the Operations Manager and the Chief Safety Officer. Specific evaluation criteria will include the following:

1. Qualifications to perform the project (25%)
2. Ability and expertise of the firm's professional personnel (20%)
3. Relevant experience (20%)
4. Past record of performance (20%)
5. Current workload and projected commitments of the firm (15%)
6. Debarment and suspension form (Pass/Fail)

Once all submissions have been evaluated, they will be ranked in order from the most qualified to the least qualified based on the evaluation criteria. The top three (3) most qualified firms will then be contacted. At this time these firms will be asked to submit a Sealed cost proposal broken down by scope item. The top three most qualified firms will have five (5) business days to submit the cost proposal. Only the top ranked firm's cost proposal will be opened. JCMTD will then negotiate a price with the top ranked firm for their services. Should an agreement on the price fail to be reached between JCMTD and the top ranked firm, the next ranked firm would be contacted, and their cost proposal opened. This would continue until a contract award is made to the most qualified firm whose price is fair and reasonable to JCMTD. Any unsealed cost proposal not used in negotiating will be returned to the firm.

### ***Tentative Dates:***

First Date: January 6, 2023, A & E Statement of Qualifications Deadline

Second Date: Friday, January 13, 2023, JCMTD will contact the top three (3) qualified firms.

Third Date: Friday, February 3, 2023, Sealed Cost Proposal Deadline.

Fourth Date: Friday, February 17, 2023 Earliest possible award pending JCMTD Board of Trustee and IDOT approvals

### **General Provisions**

JCMTD reserves the right to select multiple firms in this RFQ based on qualifications and availability. Furthermore, JCMTD reserves the right to accept any response or any part or parts thereof or to reject any and all responses. Acceptance of any response is subject to concurrence by the Illinois Department of Transportation.

Funding for this project is provided by the Illinois Department of Transportation (IDOT) Rebuild Illinois grant program. Any contract resulting from this RFQ would be subject to financial assistance contracts between JCMTD and IDOT.

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 JCMTD. JCMTD shall not discriminate based on race, color, national origin, sex or disability in the participation or performance of any resulting contract or agreement.

Inquires related to this RFQ shall be directed, in writing, to the following:

Shawn Freeman  
Managing Director  
602 East College Street  
Carbondale, IL 62901  
Email | [director@jcmt.com](mailto:director@jcmt.com)  
Phone | 618.551.0201

Deadline for submissions is January 6, 2023 at 3:00 PM. Submissions will be received until 3:00 PM on TBD at the physical address or email address listed above. Late submissions will not be accepted.

Appendix A

# Proposer Form

**Firm Contact Information:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm Contact Name: \_\_\_\_\_

Firm Contact Title: \_\_\_\_\_

**Disadvantaged Business Enterprise**

Is this firm a Certified Disadvantaged Business Enterprise?  Yes  No

If yes, in what state is the company certified? \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Appendix B

### Disadvantaged Business Enterprise (DBE) Policy

The JACKSON COUNTY MASS TRANSIT DISTRICT has established a Disadvantaged Business Enterprise (condition of receiving this assistance, the JCMTD DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The JACKSON COUNTY MASS TRANSIT DISTRICT has received Federal financial assistance from the Department of Transportation, and as a Mass Transit District has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the JACKSON COUNTY MASS TRANSIT DISTRICT to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

#### **Nondiscrimination. (26.7)**

JACKSON COUNTY MASS TRANSIT DISTRICT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the JACKSON COUNTY MASS TRANSIT DISTRICT will not, 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.

#### **Federal Financial Assistance Agreement Assurance (26.13)**

JACKSON COUNTY MASS TRANSIT DISTRICT has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

JACKSON COUNTY 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. JACKSON COUNTY 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. JACKSON COUNTY 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 JACKSON COUNTY 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.).

#### **Quotas**

JACKSON COUNTY MASS TRANSIT DISTRICT will not use quotas in the administration of this DBE program.

#### **DBE Liaison Officer**

The Finance Manager has been delegated as the DBE Liaison Officer. In that capacity, the Finance Manager is responsible for developing and implementing all aspects of the DBE

program and ensuring that JACKSON COUNTY MASS TRANSIT DISTRICT complies with all provisions of 49 CFR Part 26.

The DBELO can be reached at: JACKSON COUNTY MASS TRANSIT DISTRICT, 602 E College St, Carbondale IL, 62901. Telephone 618-549-0304, FAX 618-457-0171  
E-mail: jcmtdfinance@gmail.com.

The DBELO has direct, independent access to the Managing Director of JACKSON COUNTY MASS TRANSIT DISTRICT concerning DBE program matters. It is the policy of the JACKSON COUNTY MASS TRANSIT DISTRICT to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

The DBELO is responsible for developing, implement and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following:

- ❖ Gathers and reports statistical data and other information as required by DOT
- ❖ Reviews third party contracts and purchase requisitions for compliance with this program.
- ❖ Works with all departments to set overall annual goals
- ❖ Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
- ❖ Identifies contracts and procurements so that DBE goals are included in solicitations.
- ❖ Analyses JACKSON COUNTY MASS TRANSIT DISTRICT's progress toward goal attainment and identifies ways to improve progress
- ❖ Participates in pre-bid meetings.
- ❖ Advises the MANAGING DIRECTOR on DBE matters and achievement
- ❖ Participates with legal counsel and project director to determine contractor compliance with good faith effort
- ❖ Maintains the JACKSON COUNTY MASS TRANSIT DISTRICT's updated directory on certified DBEs.

#### **DBE Program Updates (26.21)**

We will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

#### **DBE Financial Institutions**

It is the policy of the JACKSON COUNTY MASS TRANSIT DISTRICT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. We have made efforts to identify and use such institutions: To date we have identified the following such institutions: None within our required area of review.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

**Directory (26.25)**

The JACKSON COUNTY MASS TRANSIT DISTRICT maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually. Interested persons should contact JACKSON COUNTY MASS TRANSIT DISTRICT to obtain information about directory.

**Required Contract Clauses (26.13, 26.29)****Contract Assurance**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

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 JCMTD deems appropriate.

**Prompt Payment**

We will include the following clause in each DOT-assisted prime contract:

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 JACKSON COUNTY 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 JACKSON COUNTY MASS TRANSIT DISTRICT. This clause applies to both DBE and non-DBE subcontractors.

**Monitoring and Enforcement Mechanisms (26.37)**

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

**Contract remedies**

In the event a bid is rendered non-responsive due to failure to submit a Disadvantaged Business Utilization Plan or failure to comply with the bidding procedures set forth, JACKSON COUNTY MASS TRANSIT DISTRICT may take one or more of the following actions: 1) cause a forfeiture of the penal sum of the bidder's proposal guaranty to JACKSON COUNTY MASS TRANSIT DISTRICT, 2) declare the bidder ineligible to re-bid the project on any

future letting if re-advertised, or 3) suspend the bidder for one letting.

JACKSON COUNTY MASS TRANSIT DISTRICT monitors the overall DBE commitments and monitors payments to DBE firms to ensure that project goals are being met.

**Overall Goals (26.45)**

JACKSON COUNTY MASS TRANSIT DISTRICT operates in a very rural area with opportunity for DBE contracts limited. JACKSON COUNTY MASS TRANSIT DISTRICT will continue to research and seek DBEs in order to reach our goal.

The method used to determine JACKSON COUNTY MASS TRANSIT DISTRICT goal was to identify the number of business in each budget category and then identify the DBEs. Using the % of DBEs we have calculated the contracting opportunity.

**Transit Vehicle Manufacturers (26.49)**

All federally assisted vehicles are purchased through Illinois Dot's procurement process.

**Process**

JACKSON COUNTY MASS TRANSIT DISTRICT submits its overall goal to DOT on August 1 of each year

Following the submittal of this goal JACKSON COUNTY 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 the JCMTD Administration Office, Harrisburg, IL for 30 days following the date of the notice. JCMTD 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.

JCMTD overall goal submission to Illinois Department of Transportation will include a summary of information and comments received during the public participation process and JCMTD's responses.

JCMTD will begin using the overall goal October 1 of each year, unless otherwise instructed by IDOT.

**Breakout of Estimated Race-Neutral and Race-Conscious Participation**

JACKSON COUNTY MASS TRANSIT DISTRICT will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The JACKSON COUNTY MASS TRANSIT DISTRICT uses the following race-neutral means to increase DBE participation: [See 26.51(b) for examples - list the things that you actually do.]

We estimate meeting our overall goal through race-neutral participation.

**Contract Goals (26.51)**

JACKSON COUNTY MASS TRANSIT DISTRICT will use contract goals to meet any portion of the overall goal. JACKSON COUNTY MASS TRANSIT DISTRICT does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work)

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

### **Good Faith Efforts (26.53)**

#### **Information to be submitted**

JACKSON COUNTY MASS TRANSIT DISTRICT treats bidder/offerors; compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation over for which a contract goal has been established will require the apparent low bidder/offeror to submit the following minimum information with their bid.

- ❖ The names and addresses of DBE firms that will participate in the contract;
- ❖ A description of the work that each DBE will perform;
- ❖ The dollar amount of the participation of each DBE firm participation
- ❖ Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- ❖ Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- ❖ If the contract goal is not met, evidence of good faith efforts.

#### **Demonstration of good faith efforts**

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts

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

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

#### **Administrative reconsideration**

Within 5 days working days of being informed by JACKSON COUNTY MASS TRANSIT DISTRICT that it is not responsive, because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: [provide name, address, phone number, e-mail address]. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not make document sufficient 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. 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.

### **Counting DBE Participation (26.55)**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

### **Information Collection and Reporting**

#### **Bidders List**

The JACKSON COUNTY MASS TRANSIT DISTRICT 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.

We will collect this information in the following ways:

Contract for goods and services - DBELO will obtain formal bids (over \$10,000 and quotes (under \$10,000) from a minimum of 3 vendors including DBEs when available.

JACKSON COUNTY MASS TRANSIT DISTRICT requires a contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts; a JCMTD directed survey of a statistically sound sample of firms on a name/ address list to get age/size information; a notice in all solicitations, and otherwise widely disseminated, request to firms quoting on subcontracts to report information directly to JCMTD, etc.

### **Monitoring Payments to DBEs**

We 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 JACKSON COUNTY MASS TRANSIT DISTRICT or DOT. This reporting requirement also extends to any certified DBE subcontractor.

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

We 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.

### **Reporting to DOT**

We will report DBE participation to DOT as follows:

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

### **Confidentiality**

JACKSON COUNTY MASS TRANSIT DISTRICT 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.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
• If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
• The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

## **Appendix E**

### **Written Protest Procedures**

#### **I. General Definitions**

1. The procedures established hereunder shall be available to contractors for the purpose of handling and resolving disputes relating to procurements hereunder. A protester must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. Where applicable, any information perceived under such procedures shall be disclosed to the Illinois Department of Transportation (IDOT) and a protestor must exhaust all administrative remedies before pursuing a protest with IDOT.
2. The term “contractor” means a person, firm, or corporation, which has contracted, seeks to be contract or has interest in a project with Jackson County Mass Transit District (JCMTD).
3. The term “Managing director” shall mean the Managing director, appointed by the JCMTD Board of Trustees (Board), to hear and decide allegations made by any contractor relating to procurements hereunder.
4. A “pre-bid or solicitation phase protest” is a written protest received prior to the bid opening or proposal due date.
5. A “pre-award protest” is a protest against making an award and is received after receipt of proposals for bids, but before award of a contract.
6. A “post-award protest” is a protest received after award of a contract.

#### **II. Filing a Protest**

##### **1. Pre-Bid Protest**

Contractor may file a written protest of the procurement procedures involved herein, with the JCMTD’s Managing director at least five (5) working days before the bid opening or proposal due date.

##### **2. Pre-Award Protest**

Contractor may file a written protest against the JCMTD’s making of an award after the JCMTD’s making of an award. After JCMTD receipt of bids or

proposals, but at least five (5) working days before the conditional award of a contract by JCMTD.

3. Post-Award Protest

Contractor may file a written protest of the procurement procedures involved herein with the JCMTD's Managing director, at least five (5) working days after the date of JCMTD's decision regarding a selection of a contractor with respect to any bid, request for proposal or request for qualifications.

4. Each protest must clearly state the following:

- a. The name, address, and telephone number of the protester.
- b. The solicitation/contract number or description thereof.
- c. A statement of all the grounds upon which the protest is made.

5. Protests are to be filed by certified mail, return receipt requested or by personal delivery by 4:30 PM on or before the due date at:

- a. Jackson County Mass Transit District  
602 East College Street  
Carbondale, IL 62901

- b. If protests are filed by personal delivery, the protester must obtain a time-stamped copy of the protest from JCMTD Administration as proof of the date and time of the filing of the protest. It is the protester's sole responsibility to provide said copy at the time of the filing.

III. Hearing Procedure

1. A hearing shall be scheduled and conducted in accordance with JCMTD policy and procedure. The Managing director shall issue a written decision with ten (10) days of the last date of such hearing and state in the decision the reasons for the action taken. The Managing director shall respond in detail to each substantive issue raised in the protest.
2. The managing director shall be the responsible official who has the authority to make the final determination of the protest.
3. The managing director shall address, in his determination, each material issue raised in the protest.

4. The managing director's determination shall be final and binding upon all parties upon issuance.
5. Within five (5) working days from its receipt of the decision of the managing director, a protester may request reconsideration of the decision, using the same procedure described in section II.5. The request for reconsideration shall be addressed to the managing director, in care of the Jackson County Mass Transit District, 602 East College, Carbondale, Illinois 62901. The request for reconsideration shall set forth all the grounds upon which the request is made.
6. The managing director shall issue a written decision on the request for recommendation with ten (10) days of receipt thereof and state in the decision the reasons for granting or denial of the request.

#### IV. Review of Protest by IDOT

1. Where applicable, review of protests by IDOT will be limited to JCMTD's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to IDOT must be received by the cognizant IDOT-DIPT within five (5) working days of the date the protester knew or should have known the violation and/or five (5) days after the protestor knows or has reason to know that JCMTD has failed to render a final decision. Such appeal must be filed in accordance with all IDOT rules and regulations.
2. Violations of federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local regulations will be under the jurisdiction of state or local authorities.
3. Post-determination protests may include allegations that JCMTD failed to have or follow written protest procedures.

## Appendix F

### State Clauses

- 1. Complete Scope** – The complete scope of this project can be found in its entirety starting on page 23 of the Request for Qualifications.
- 2. 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.
- 3. 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.
- 4. Method of Payment** – Contractors will submit invoices with supporting documentation. Jackson County Mass Transit District will process invoice according to normal financial policy established by the district.
- 5. Contract Period** – This contract will be begin once the Jackson County Board of Trustees and the Illinois Department of Transportation approves the award of said contract. This contract will terminate once the established work to be performed has successfully been completed.
- 6. 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.
- 7. Prohibited Interest of Local Official** -No member, or officer, or employee of (Transit Agency/Operator). 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.

**8. Contract Changes** -Any proposed change in this contract shall be submitted to the (Transit Agency/Operator) for its prior approval.

**9. 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).

**10. Vendor Registration with Illinois Department of Human Rights** -Vendor must provide proof of Registration with the Illinois Department of Human Rights

**11. 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.

**12. 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.

**13. Ownership of Documents** -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.

**14. 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.

**15. 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.

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

17. 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).

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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."

24. **Debarment and Suspension** - The Contractor agrees to comply with federal debarment and suspension requirements, and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200. The Contractor hereby certifies that it is not

currently listed among the General Services Administration's (GSAs) "List of Parties Excluded From Federal Procurement or Non-procurement Programs" which are debarred, suspended, ineligible, or otherwise excluded from participation in performing any work funded in whole or in part with federal financial assistance. During the performance of the work described in a procurement solicitation and any subsequent Agreement, should the Contractor be placed on the GSA's "List of Parties Excluded From Federal Procurement or Non-procurement Programs", it will notify the Buyer(s) immediately of this change in status. A certification form is normally included with the Exhibits section of any procurement solicitation. Contractors may not normally participate in a procurement solicitation, if they are listed on any Local, State, or Federal debarment program. A fully-detailed request for waiver may be submitted for consideration, if a Contractor believes their appearance on a debarment list is inaccurate or unjustified. Contractor must provide a similar provision in each lower tier covered transaction and check sam.gov for any subcontract \$25,000 or over.

# Appendix G



SITE PLAN - JAMES EARL RAY NATIONAL MONUMENT - ADMINISTRATION BUILDING



Statement of Qualifications



Appendix H







