



*****NOTICE*****

THIS PACKET IS NOT AN OFFICIAL RFP DOCUMENT. THIS DOCUMENT IS PROVIDED ONLY FOR PUBLIC REVIEW.

Official RFP documents are available at the office of the County Administrator, 1320 Union Street, Morris Il, 60450, or by emailing ggray@grundyco.org with "Bus Garage Design" in the subject line. Documents are available for inspection online at www.grundyco.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

Public Notice
Request for Qualifications
The acquisition of Architectural and
Engineering Services for Transit Bus Garage

The Grundy Transit System (GTS) of Grundy County, Illinois, is soliciting a Request for Statement of Qualifications and Proposals from qualified firms with experience necessary to provide the acquisition of Architectural and Engineering Services for a new bus garage. The Grundy Transit System will be the procuring agency for the contract award.

RFQ submittal documents are available at the office of the County Administrator, 1320 Union Street, Morris IL, 60450, or by emailing ggray@grundyco.org with "Bus Garage Design" in the subject line. RFQ documents are available for inspection online at www.grundyco.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

The procurement of the aforementioned Professional services shall be accomplished through third-party contracts awarded to the most qualified, responsive and responsible respondent, on the basis of qualifications through formal advertisement and responses to the Statement of Qualifications and Proposal opening and evaluation. Statements of Qualifications will first be evaluated to determine viability as a responsive and responsible firm. The qualifications score and ranking will determine the "short list" and if the Proposal is eligible for consideration and overall evaluation. Proposal estimated pricing information will be required, but will not be included as part of the evaluation process and will only be opened during negotiations with the selected firms, beginning with the top-ranked firm.

The submittal and acceptance of responses will be governed by: a) the directives contained in the RFQ, b) the ability of the respondent to provide the professional services, equipment, materials, supplies, and labor as described in the Scope of Work. Submittal packages will be reviewed to ensure the respondent is capable of meeting the following criteria;

- a. The Respondent has a demonstrated Understanding of the Project Requirements;
- b. The Respondent's ability to provide the professional services within the Desired completion time periods; and
- c. The Respondent's experience with providing the professional services being requested.

Proposal Submittal packages will be accepted until 1:00 pm CST, February 3rd, 2021, at the office of the County Administrator, 1320 Union Street, Morris, Illinois, 60450. Fax and electronic submissions will not be accepted. The submittal consists of the basic Request for Qualifications solicitation document for the acquisition of Architectural and Engineering services for a new bus garage. The RFQ package contains requirements for the submittal of the Proposal packages and the full scope of work and service requirements.

At a minimum, GTS will require all Proposers to certify compliance with applicable Local, State, and Federal laws and regulations pertaining to third-party procurement. Such laws and regulations include, but are not limited to, references to non-discriminatory employment and business practices (Equal Employment Opportunity provisions), benefitted parties (prohibited interests of Elected officials), and ineligible firms (suspension and debarment provisions). The general and specific requirements, conditions, and Scope of Work applicable for each Proposal submittal are contained in the individual Proposal solicitation packages. To wit:

Financial Assistance

"Any contract resulting from these Proposal is subject to financial assistance contracts between GTS (and the United States Department of Transportation) and the Illinois Department of Transportation."

Equal Employment Opportunity Compliance

"The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and Regulations."

Rejection of Proposal

"The right is reserved 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 (and the United States Department of Transportation).

This solicitation will be accomplished through a Request for Qualifications in accordance with the provisions, requirements, and instructions set forth in the solicitation documents.

A contract will be offered to the most qualified firm based on their Statement of Qualifications who is also responsive and responsible in compliance with the Proposal requirements based on the results of the evaluation proves utilized for Proposal Offers received in Proposal to the RFQ solicitation.

All Proposal pricing must remain valid for a minimum period of One Hundred Twenty (120) calendar days following the Proposal due date. Proposal submittals shall contain all required information and be identified and submitted in compliance with RFQ instructions, Scope of Work and all Addenda issued in conjunction with the RFQ solicitation. Failure to meet RFQ submittal deadlines or to comply with RFQ/Addenda instructions may disqualify a Proposal from further consideration. Any Proposal received after the Proposal submittal due date and time will not be considered. Proposal submittals will be returned to the Proposer, only upon receipt of a written request. Proposals will be reviewed separately by a GTS Proposal Evaluation Committee in accordance with the procedures noted in the RFQ solicitation packages.

REQUEST FOR QUALIFICATIONS
County of Grundy
Request for Qualifications for
Architectural and Engineering Services

DESCRIPTION

The County of Grundy is requesting qualifications regarding Architectural and Engineering Design Services for a new bus garage. The approximately 75 x 125 foot facility shall house storage for 16 public transit buses. It is anticipated the facility shall be of metal construction, concrete floor, insulated, and heated. Drainage for power washing of vehicles, parking for staff, access drives, site drainage, and landscaping shall also be included. This facility shall not include any office area, maintenance area, or restrooms. Fuel will not be dispensed at this facility.

The intent of this RFQ is to have firms under consideration specifically address the service required and to provide a well-considered request for those services. Deadline for submission is February 3rd, 2021 at 1:00 p.m. CST.

It is the aspiration of the County to start construction in the summer of 2021 and take occupancy of the building in the spring of 2022.

The County of Grundy has been awarded a State Capital Grant that will be administered through the Illinois Department of Transportation to fund this project. The selected firm shall be required to submit required provisions, certifications, clauses, financial information, cost information, and other information as required by the Grant. Department concurrence is required prior to contract award.

PROJECT SCOPE

The Architectural and Engineering Services shall consist of the schematic design phase, design development phase, construction documents phase, bidding phase and construction phase and close-out services as customarily provided for all required professional design services for the project. The Architect/Engineer shall demonstrate a willingness to collaborate with the County of Grundy, and all associated agencies throughout the duration of the project and shall be experienced in and familiar with the requirements associated with the administration of State Grant Programs of this nature. The County of Grundy may be pursuing additional funding sources and could be making applications while design services are being performed. The Architect/Engineer may be required to assist by providing supporting documentation as part of basic services that may be required by the various funding applications.

SUBMITTAL REQUIREMENTS

Interested firms shall submit a concise statement of the firm's qualifications, which includes the following information, documented in the manner and order outlined as follows:

Cover Letter

General Firm Information

- Name, contact person, address, phone number, fax number, and email.
- Brief history of firm including a list of offices and number of employees.

- State understanding of the proposed project and the project approach that will be used for the completion of the proposed scope of work.
- Provide a proposed project schedule.
- List professional and support positions, along with their roles as part of the Project Team.
- Provide an organizational chart, including brief resumes of all personnel who will be part of the Project Team.
- List professional consultants outside your firm you propose to subcontract with for professional services for this project. Provide specific information on the outside firm and its team members.
- Submit a list of three to five similar or related projects and provide the following:
 - Name of project
 - Location of project
 - Project description
 - Services provided
 - Client contact information
 - Relevant project photographs, drawings, or renderings
 - In a one-page narrative, explain why your firm is uniquely positioned to be the selected firm for this project.
 - Provide verification of General Liability and Professional Liability Insurance coverage.
 - Provide verification of firm's license in the State of Illinois.
 - Provide verification of experience with State The Grant and loan programs.
 - Experience, availability, and qualifications of project team.
 - Experience with State and Federal Grant and Loan Programs.
 - Experience with similar project types.
 - Experience with sustainable design techniques.
 - Client referrals.

Project Approach

Project Team

Similar Project Experience

Other Submittal Requirements

ADDITIONAL INFORMATION

Any inquiries that prospective firms may have regarding this RFQ should be directed to the County Administrator in writing via email at ggray@grundyco.org. by no later than 4:30 pm, January 25th, 2021. Verbal or telephonic questions will not be accepted, and any verbal instructions are non-binding to the County. Questions must contain the subject line "Bus Garage Question". Answers to all questions will be collated and issued as an Addendum posted at www.grundyco.org. The last date for any Addenda to be posted is January 28th.

RFQ DELIVERABLES

All interested firms should provide five (5) bound copies of the requested RFQ documents received based on the content of their submittals. Factors that will be considered include, but are not limited to the following:

- Experience, availability, and qualifications of the Project Team.
- Experience with State and Federal Grant and Loan Programs.
- Experience with similar project types.
- Experience with sustainable design techniques.
- Client references.

Once the proposals have been reviewed the Evaluation Committee may request firms to perform an oral/graphical presentation. However, if a best RFQ is clearly identified by the Evaluation Committee there will not be a need for oral presentations. Instructions for the oral presentations will be shared with the selected firms. All firms will be notified in writing upon the completion of the selection process.

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SECTION I – COUNTY / PROJECT BACKGROUND

The Vision for the Grundy Transit System Bus Facility

The Grundy Transit System needs a structure specifically for housing the public transportation vehicles. Currently, there is no such building and the fleet is stored outside on the County Highway grounds. All current public transportation vehicles are housed outside and battle the climate. While the funding is limited, the bus garage will house facilities to park sixteen (16) buses.

Developing a Site

Part of the Scope of Services will include confirmation of the site selection from among three pre-selected alternatives. The site shall accommodate all facilities as described in the project description.

Key Impacts and Benefits of the Grundy Transit System Bus Garage

- **Efficiency:** The Grundy Transit System will have an independent space to house buses and driver parking, releasing space at the County Highway campus for use by the Highway Department.
- **Vehicle Safety:** Enclosing the fleet will protect the vehicles from weather conditions as well as protection from vandalism.
- **Connect Communities:** Create stronger links among rural communities and services in Grundy County.
- **Public Service:** By protecting transit buses from weather and vandalism, the Transit System increases its effectiveness to deliver reliable service to its patrons.
- **Travel Sustainability:** Reduce emissions and highway congestion by creating better access to public transportation service and encouraging train ridership into Chicago in lieu of driving.

SECTION II – PROJECT DESCRIPTION & SCOPE OF WORK

Statement of Purpose

The County of Grundy (the County) is soliciting Proposals and Statements of Qualifications from qualified firms or individuals to conduct and provide architectural and engineering (A&E) services relative to a public transportation vehicle bus garage.

The County will be the primary procuring agency for this Project. Through this solicitation, the County intends to contract for the provision of A&E services for the Project, within the Project site. The County wishes to obtain the professional services of a firm, which can provide the desired services through the construction phase and close-out of the Project.

The selection process will require each Respondent to submit a Statement of Qualifications and a Proposal that addresses their capability and past performance, by provided detailed qualifications of both the firm and the committed individuals who will perform the work. In accordance with the Brooks Act, Respondents will be evaluated on a qualifications-based selection process. Price quotations, outlined in the RFP are to be included in a separate sealed envelope within the RFP Proposal, and will only be opened and utilized during negotiations with the selected firms, beginning with the top-ranked firm. Cost will not be a scoring factor.

Project Description

The County of Grundy is requesting qualifications regarding Architectural and Engineering Design Services for a New Bus Garage. This approximately 75 x 125 foot facility shall house storage for 16 transit buses. It is anticipated that the facility shall be of metal construction, concrete floor, insulated, and heated. Drainage for power washing of vehicles shall be included. This facility shall not include office area, maintenance area, or restrooms. Parking for staff, access drives, site drainage, and landscaping shall be included. Fuel will not be dispersed from this facility.

The Architectural and Engineering Services shall consist of the schematic design phase, design development phase, construction documents phase, bidding phase and construction phase services as customarily provided for all required professional design services for the project. The Architect/Engineer shall demonstrate a willingness to collaborate with the County, the Transit System, and all associated agencies throughout the duration of the project and shall be experienced in and familiar with the requirements associated with the administration of State Grant Programs of this nature. The Architect/Engineer may be required to assist by providing supporting documentation as part of basic services that may be required by the various funding applications.

Scope of Work

The work to be performed by the selected A&E consultant will include the preparation of plans and specifications for the development, which will generally consist of the following:

- Architectural and structural design for the entire building envelope including the foundation, walls, windows, roof, and structural support system.
- Confirmation of site selection.
- Engineering design for floor drainage and site drainage.
- Vertical circulation, and backbone mechanical, electrical, plumbing, and telecommunications systems for the entire building.
- Engineering and landscape design for parking and circulation areas.
- Coordination of all the above with the County's Project Management Team through in-person and electronic meetings.

The County has received a grant from the Illinois Department of Transportation through the Downstate Capital Improvement Program to fund the above scope of work. The County will negotiate a specific scope of services and fee with the firm determined to be the most qualified.

Master Milestone Schedule

January 14 th , 2021	The County issues Request for Qualifications for A&E services
March 9th, 2021	The County identifies a firm and awards a contract
June 7th, 2021	Design Development Documents are completed
August 10th, 2021	Construction Development Documents are completed (bids awarded)
September 10th, 2021	Construction on project is started
May 30th, 2022	Construction on project is completed

Project Deliverables

The County intends to enter into a contract with an A&E consultant using the AIA Standard Form of Agreement between Owner and Architect to prepare the following:

- Building Program
- Site and Building Schematic Design Documents
- Site and Building Design Development Documents
- Site and Building Construction Documents

Consistent with the terms and definitions used by AIA, the design documents to be produced under this contract include:

- Architectural Design
- Structural Design
- Mechanical Design
- Electrical Design
- Plumbing Design
- Civil Design
- Interior Design
- Landscape Design
- Graphic Design
- Materials Research & Specifications

During all phases of project activities covered by this scope of work, the selected firm will be responsible for maintaining call logs and meeting minutes and submitting them to the County for the

purposes of reporting and the reconciling of billable hours. It is anticipated that the firm will facilitate, at minimum, three (3) progress meetings during the Project.

Additional Requirements

The selected Firm shall provide for narrative specific project updates, acceptable to the County. The Consultant shall assist with preparation of Invitation to Bid/Request for Proposals and/or Bid documents for Developer/Construction Contractor selection.

Federal Clauses

No Federal Government Obligations to Third Parties – Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier to this solicitation and contract.

False Statements or Claims/Civil and Criminal Fraud – The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extend the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323 (l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

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.

Changes to Federal Requirements – The Contractor agrees that the most recent of the Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modified or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

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.

Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects) – The Contractor agrees to and assures that each third party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to, and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state, or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state, or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended,

- (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note.), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,
- (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," as amended and
- (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non-compliance with the provisions of the following Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts and subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and any subsequent Agreement 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. The contractor agrees to and assures that each third party participant will prohibit discrimination based on race, color, or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

Disadvantaged Business Enterprise (DBE) – To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBE). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontractor's), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments,

assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.
- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing.

Incorporation of FTA Terms – As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

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 Administrator's (GSA's) "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 from 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.

Resolution of Disputes, Breaches or Other Litigation –

Disputes – Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by

substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract – If, through any cause, the Contractor shall fail to fulfill in a timely manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations or any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, and equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined. Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

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

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 appropriation 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 regulation, 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.

Clean Air – The contractor agrees to comply with all applicable standards, order and regulation issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

Clean Water – The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387), as amended. The contractor must report and required subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

Fly America – For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131 through 301-10.143 Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Seismic Safety – The contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42, U.S.C. § 701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. §, as amended for any new buildings and additions to any existing buildings.

Patent Rights – The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patented information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. §200 et seq. and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contract and Cooperative Agreements”, 37 C.F.R. part 401.

Rights in Data and Copyrights – For projects funded through a Federal award with FTA for experimental, developmental, or research work purposes, depending on the nature of the Underlying Agreements, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. Subject data includes, but is not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

Energy Conservation – The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

Conformance with ITS National Architecture – Solicitation respondents agree to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206(e) of TEA-21, 23 U.S.C. Subsection 502 note, and with FTA Notice: “FTA National ITS Architecture Policy on Transit Projects”; 66 Federal Regulation 1455 seq., January 8, 2001, and other subsequent Federal directives that may be issued regarding ITS.

ADA Access – The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings and public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

IDOT Requirements

Method of Payment - Payment for equipment, materials, and services performed under a contract shall normally be made within sixty (60) calendar days following the provision and acceptance of such materials and services, unless otherwise permitted by law and approved in writing by Grundy County.

No payment shall be made for any material or services rendered by the Respondent, except for equipment, materials, or services identified and set forth in this RFP and any subsequent contract. The method of payment shall be with a Grundy County check.

The Respondent shall submit request for payment itemized invoice(s) to the County in accordance with the procedures noted in any subsequent contract award.

Grundy County shall make payment(s) to the selected Respondent for material and services provided under an agreed upon payment schedule as defined in any subsequent contract award after the delivery and final acceptance of said materials and services. Payment will normally be net sixty (60) calendar days after acceptance of the purchased services and receipt of the Invoice due to the reimbursement process from the Department.

All original invoices shall be submitted to the County for payment. Invoices shall detail those costs directly attributable to completed work during the billable period for the firm, to include subcontractors or suppliers.

Contract Period – The Contract Period shall commence upon award of the contract and end upon acceptance of the project by IDOT.

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 the Grundy Transit System or the County of Grundy 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. Any proposed change in this contract shall be submitted to the County of Grundy for its approval.

Contract Changes – Any proposed change in this contract shall be submitted to the County of Grundy 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.

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 inspect, review, or audit 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.

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 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 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, no-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 Millions 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 then (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 participations. 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.

Required Submittal Contents and Format

The submittal Statement of Qualifications and Proposal must address all elements of the Scope of Work, include the required contents, and follow the format outlined in the instructions. Graphic illustrations may and should be included in the Response documents. Brochures and other promotional materials may not be substituted for completing the requested information.

Submittals that do not follow the listed format, or fail to include the required information may be removed from the consideration. Respondents should ensure that their package includes all the following items as separate documents, or they should reference where the required information is found in the submittal or in the project narrative.

SUBMITTAL REQUIREMENTS

Interested firms shall submit a concise statement of the firm's qualifications, which includes the following information, documented in the manner and order outlined as follows:

Cover Letter

General Firm Information

- Name, contact person, address, phone number, fax number and email address.
- Brief history of the firm including list of office(s) and number of employees.
- State understanding of the proposed project approach that will be used for the completion of the proposed project schedule.
- Provide a proposed project schedule.
- List professional and support positions, along with their roles as part of the Project Team.
- Provide an organizational chart, including brief resumes of all personnel who will be part of the Project Team.

- List professional consultants outside your firm you propose to subcontract with the professional services for this project, if any. Provide specific information on the outside firm and its team members, in any.
- Submit a list of three to five similar or related projects and provide the following:
 - Name of Project
 - Location of Project
 - Project description
 - Services provided
 - Client contact information
 - Relevant project photographs, drawings, or renderings
- In a one-page narrative, explain why your firm is uniquely positioned to be the selected firm for this project.
- Provide verification of General Liability and Professional Liability Insurance coverage.
- Provide verification of firm's license in the State of Illinois.
- Provide verification of experience with State Grant and loan programs.
- Experience, availability, and qualifications of project team.
- Experience with State and Federal Grant and Loan Programs.
- Experience with similar project types.
- Experience with sustainable design techniques.
- Client references.
- Project Approach
- Project Team
- Similar Project Experience
- Other Submittal Requirements

SELECTION III: GENERAL INSTRUCTIONS TO PROPOSERS

RFP Submittal Process

The County intends to negotiate a contract with the most responsive and responsible, qualified Respondent submitting the best or highest ranked Response that exhibits technical competency in the field of A&E services for the Bus Facility Project. Interested firms are required to conduct a thorough evaluation and review of the Request for Proposals and Qualifications Solicitation.

Evaluation of each Submission will be based upon the criteria explained later in the RFP (Section IV) Solicitation. The evaluation will consider the quality and thoroughness of the Statement of Qualifications and Proposals, including compliance, features, flexibility, performance history, references, and proposed services.

Respondents will present their approach for provision and delivery of contracted service elements according to the Project schedule, explained under the scope of work and other required information in a formal written Proposal. A County Selection Committee will evaluate the Submissions.

The Evaluation Committee will determine which Respondent is the most qualified, responsive, and responsible, and make appropriate recommendations to the Grundy County Committee based on their evaluation process.

RFQ Deliverables

All interested firms should provide five (5) bound copies of the requested RFQ information one (1) original and four (4) copies are sufficient. Facsimile or e-mail proposals will NOT be accepted. **The RFQ packet should be clearly labelled: "Grundy – A/E Design Services for Bus Garage"** and shall be delivered to Grundy County Administration Building, 1320 Union Street, Morris Illinois, 60450 and in possession of the County Administrator on or before 1:00 p.m., February 3rd, 2021.

Delivery of the submittal package by the prescribed date and time is the responsibility of the Respondent. The County accepts no responsibility for submittals that reach the above noted address after the designated date and time.

Proposal Schedule and Due Dates

The following is the planned schedule with tentative action dates of significant events related to the submittal of Responses to this solicitation, the selection of the A&E services firm for this Project, and the awarding of a contract to perform this work.

RFP Public Notice Published: January 14th, 2021

RFP Available for Download Website: www.grundyco.org

RFP Available: January 14th, 2020

RFP Questions Due: 4:30 pm, January 25th. 2021

Response to Questions Released By: January 28th, 2021

RFP Due Date and Time: February 3rd, 2021 by 1:00 p.m.

Evaluation and Review Period: February 5th, 2021 – March 9th, 2021

Award Announced: March 10, 2021 (Pending IDOT Notification)

Notice to Proceed Issued: March 10th, 2021 (Pending IDOT Notification)

Contact Personnel

The "Technical" and "Procurement Procedures" contact person for the Project is George Gray, County Administrator.

Any inquiries that prospective firms may have regarding this RFQ should be directed to the County Administrator in writing via email at ggray@grundyco.org by no later than 4:30 pm, January 25th, 2021. Verbal or telephonic questions will not be accepted, and any verbal instructions are non-binding to the County. Questions must contain the subject line "Bus Garage Question". Answers to all questions will be collated and issued as an Addendum posted at www.grundyco.org. The last date for any Addenda to be posted is January 28th.

Notices

The issuance of all subsequent written notices regarding this RFP shall be transmitted via electronic mail or similar verifiable delivery to the electronic or standard mailing address by each party. Correspondence related to any contract execution will be issued by certified mail, or similar verifiable delivery. Any changes in mailing address must be submitted in writing to the appropriate party. Telephone calls may be used to expedite initial communications, but shall not be an official communication unless confirmed in writing. Notices shall be considered officially received at the time actually received by the addressee or designated agent.

Submittal Preparation Costs

No payment or reimbursement of any kind will be provided for obtaining any of the information solicited by this RFP. The procurement of all equipment, materials, or services will be in accordance with any subsequent contract.

Submittal Postponement and Amendment

The county reserves the right to revise or amend any portion of this Request for Proposals and Statements of Qualifications prior to the due date and time for submittals. Such revisions and amendments, if any, shall be announced by the provision of addenda, memoranda, or amendments to the RFP. Copies of such addenda, memoranda, or amendments will be posted on the county's website at www.grundyco.org and furnished to all known potential Respondents. If the revisions or amendments require changes in the Scope of Work, the date set for submission of Statements of Qualifications may be postponed by such number of days as in the opinion of the County shall enable Respondents to revise their submittal package. In any case, a revised RFP submission date shall normally be at least five (5) calendar days after the last addendum, memorandum, or amendment is issued, and the notification shall include an announcement of the new date, if applicable, for submission of the revised submittal packages.

Other Comments/Instructions/Terms

The primary objective of this RFP is solicitation to acquire the professional services necessary for the provision of "Architectural and Engineering Services" for the Grundy Transit System Bus Garage. It is essential that those firms interested in providing the required services have experience as defined in

the Scope of Work. This RFP solicitation is designed to allow each Respondent an opportunity to present and discuss its relevant capabilities and experiences.

- a. Submittal Acceptance – Each Statement of Qualifications and Proposal will be submitted with the understanding that the acceptance of a SOQ and Proposal, in writing by the Buyer, to furnish the work described therein, will constitute an agreement of understanding between the Proposer/Contractor to furnish and deliver work and materials as offered in the Proposal, in accordance with the terms and conditions of the accepted Response, specifications, and any subsequent negotiated Contract, Agreement, or Purchase Order.
- b. Single Proposal Response – If only one (1) Submittal is received in response to this Request for Statements of Qualifications and Proposals (RFP), the County may require assistance from the single Respondent in the preparation of a price/cost analysis. A cost analysis evaluation and/or audit of the cost breakdown may be performed by a third-party in order to determine if the Proposal Price is deemed fair and reasonable.
- c. Submittal Withdrawal – After the Submittals are opened, they may not be withdrawn for a period of ninety (90) calendar days. Prior to the date/time set for the RFP due date, however submittals may be modified or withdrawn by the Respondent's authorized representative person, or by written notice prior to the opening of their Submittal. If submittals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the submission. Written notices of withdrawal shall be received at the address noted for official correspondence no later than the exact date and time designated for submission of the RFP.
- d. Right of Selection/Rejection – The County reserves the right to select or reject any or all Submittals for any reason, to waive any informalities in any Submittals received, and to waive minor deviations from instructions. However, Respondents who submit packages that do not follow instructions or do not provide the information requested within this RFP may be subject to immediate rejection.
- e. Compensation, Terms of Payment, and Invoices – Payment for work performed under a contract will be in accordance with the terms noted in any subsequent contract award.

Payment for equipment, materials, and services performed under a contract shall normally be made within sixty (60) calendar days following the provision and acceptance of such materials and services, unless otherwise permitted by law and approved in writing by the County. No payment shall be made for any material or services rendered by the Respondent, except for equipment, materials, or services identified and set forth in the RFQ and any subsequent contract. The method of payment shall be with a County of Grundy check.

The Respondent shall submit request for payment itemized invoice(s) to the County, in accordance with the procedures noted in any subsequent contract award.

Payment is not a waiver of the requirement to provide materials, equipment, or services as contracted. No payment for any partial or entire use or retention of the materials, equipment, and services by the buyer shall constitute a final acceptance by the buyer of any materials, equipment, or services (work) not provided in strict accordance with any subsequent Contract documents.

The County shall make payment(s) to the selected Respondent for material and services provided under an agreed upon payment schedule as defined in any subsequent contract award after the delivery and final acceptance of said materials and services. Payment will normally be net sixty (60) calendar days after acceptance of the purchased services and receipt of the Invoice due to the reimbursement process from the Department.

All original invoices shall be submitted to the County for payment. Invoices shall detail those costs directly attributable to completed work during the billable period for the firm, to include subcontractors or suppliers. The correspondence addresses were noted previously.

Other Requirements

The Respondent is responsible for ensuring that it complies with all instructions and requirements contained in the RFP solicitation. The Proposer is responsible for ensuring that all required information and documentation is provided in the correct format and on the appropriate forms. Responses that do not follow the correct format and fail to provide the required information, and material, may be removed from consideration. The required certification and affidavit documents must be executed and submitted with the submittal package.

Any questions or requests for exceptions regarding the submittal process, or the required Statement of Qualifications and/or Proposal contents and format, shall be submitted in writing, in the manner directed for such actions. The request must be submitted to the County for review and comment or approval/disapproval by 4:30 pm. January 25th, 2021.

The Respondent is responsible for reviewing the RFP requirements, Scope of Work, and Service Requirements, provided in the RFP solicitation, and certifying that the recommended services will meet or exceed the stated requirements, unless a Request for Exception or Approved Equal is noted and approved. Requests for exception to a requirement or the provision of an approved equal shall be submitted in accordance with the stated procedures.

Time is of the essence in the performance of the contract after a contract is awarded.

Any subsequent Contract Agreement may contain any written material incorporated into the RFP. This material may include, but is not limited to, the RFP requirements, answers to questions not contained in the RFP, written correspondence (letters, telegrams, facsimile messages, etc.), and product literature.

All labor, equipment, and materials shall be furnished in strict accordance with the Project schedule and conditions stated in the Contract documents.

The selected professional services firm shall satisfy all the requirements defined in the RFP and their submittal, including any attachments and addenda thereto.

Special Requirements and Conditions

Respondents are advised that the County has agreed to comply with the applicable state requirements for third party contracting as a condition of receiving state funds for this project. In its efforts to achieve

compliance with these state requirements, the County has available upon request the various clauses, terms, conditions, assurances, and certifications that, to the extent possible, ensures that Respondents will abide by those state requirements that may pertain to this project. The current minimum state requirements for third party contracting which are applicable to the Project, as understood by the County, are available upon request, however will be clearly stated within the awarded contractual agreement. Respondents must understand that these requirements are subject to change and any subsequent revisions may result in the need for submittal of additional information, assurances, or certifications. Respondents agree, as a condition of their submittal, to cooperate with the County by supplying in a timely manner any requested additional information, assurances, or certifications to the County. In addition, both the County and the firm will agree to documentation retention for up to three (3) years.

The selected Respondent agrees to comply with all terms and conditions prescribed for third party contracts, as noted and described in the County of Grundy Procurement Policy used for Capital Projects and the master agreement.

Pursuant to Federal, State, and Local Laws and Regulations, the Contractor, in the performance of its obligations pursuant to the Requests for Statements of Qualification, and any subsequent contract, the Contractor shall comply with all applicable provision of Federal, State, and Local law. All limits and standards set forth in the RFP, to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive local standards to the performance of the Project.

The selected firm agrees that the most recent of such Federal and State requirements will govern the administration of the RFP and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by an appropriate government agency, the language of which modifies or otherwise conditions the text of any particular provision of a solicitation. Likewise, any new or updated/revised Federal and State laws, regulations, policies, and administrative practices which may be established after the date of an awarded contract has been executed that may apply to said RFP.

Any subsequent Agreement to Purchase (contract) resulting from this Request for Statements of Qualifications solicitation may be subject to the concurrence of those agencies providing financial assistance to the County.

Instructions by Unauthorized Third Persons

In accordance with the "Changes" provision of any County contract, the Contracting Officer, or his/her authorized representatives, are the only persons authorized to make changes within the general scope of any Contract award.

Any instructions, written or oral, given to a Contractor by someone other than the Contracting Officer or his/her authorized representative, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any instructions, written or oral, given to a Contractor by someone other than the action on the part of the Contractor taken in compliance with such instructions

will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change. The County representative authorized to make Change Orders to a contract are:

1. County Board Chair
2. Transit Committee Chair
3. County Administrator

Prime Consultant Representatives

Prior to the start of contract performance, the Contractor shall advise the County in writing of the primary and alternate representative (including phone numbers and electronic mail addresses), who will have responsibility for the total contract effort to receive and act on technical matters and resolve problems of a contractual nature.

SECTION IV – CONSULTANT SELECTION

The following information defines the procedures for selecting the Consultant for this Project. The evaluation of the Statement of Qualifications will be conducted by a Selection Committee comprised of County Staff and consultants as needed. County of Grundy is an equal opportunity employer and does not discriminate based on age, race, nationality, or gender.

RFP Evaluation Process

The following factors will form the basis for determining the extent of responsiveness of each Statement of Qualifications and Proposal submittal relative to the Statement of Purpose, Project Overview, and Scope of Work requirements noted in the solicitation.

1. Compliance with Instructions: Responses will be reviewed to determine conformance with the requirements and completion of the request for documents.
2. Technical Review: The Statement of Qualifications will be evaluated first and scored/ranked for viability as a responsive and responsible firm. The score and ranking will determine the “short-list” and if the Response is eligible for additional consideration and evaluation.
3. Each Response from the short-list firms will then be evaluated to determine how well they address the stated professional service requirements. (Cost of these services will not be considered although other known criteria may be considered as part of the selection process.) The criteria to be applied during this evaluation process are listed below under “Evaluation Criteria.”
4. Response(s) to Request(s) for Additional Information: Oral presentations, written clarifications, and/or presentative of the Submittal may be required of some or all Respondents.
5. Scoring: Each eligible Submittal will receive a score based upon an evaluation scoring committee. All Respondents will then be ranked from highest to lowest scores based on qualifications. In general, the top two (2) or three (3) highest scoring Submittals may be considered as finalists for the final selection in which cost will be the determining factor. The

finalist will be contracted an award. Selection of finalists rests solely with the County Evaluation Committee and the County Board.

6. **Reference Check:** The County can conduct reference checks and verify the information provided by each Respondent. Submittal of reference information is implied approval to conduct such reference checks. The County reserves the right to conduct reference checks from known reference sources other than those provided by the Respondent.
7. **Finalists:** The County intends to make an award to the most responsive and responsible, qualified Respondent submitting the best or highest ranked response, which exhibits the highest technical competency in the field of providing the requested A&E services. The County will first attempt to negotiate a contract for services with the firm having the highest score. If an agreement cannot be reached with this firm, negotiations with that company will be terminated. The County will then begin negotiations with the second highest ranked firm and so forth until an agreement is consummated. The successful Respondent will be the firm, who, in the opinion of the Selection Committee, achieves the highest evaluation score, and whose award is determined to be in the best interest of the County.
8. **Confidentiality:** Neither the release of Response information, nor names of responding firms, will be made available by the County between the due date for submission of Responses and the contract signing date. Information on interested firms that have obtained the solicitation will not be released until after selection and the issuance of a written Notice-to-Proceed (NTP) and execution of a contract award. All Respondents will be notified in writing of the successful firm, subsequent to the execution of a contract and a written "Notice to Proceed."

Statement of Qualifications Evaluation Criteria

Respondents will initially be evaluated based on the following evaluation criteria. The County reserves the right to "short-list" firms based on this initial State of Qualifications evaluation, in order to determine which firms qualify for additional consideration and scoring based on their separate, sealed RFP Proposal. The following will be used to evaluate Statement of Qualifications:

- Demonstrated understanding of Project requirements as noted herein, and specifically identifying ability to provide tasks as stated under "Project Scope" and "Project Goals and Deliverables" (40 points)
- Ability to provide the "Project Goals and Deliverables" within the desired timeframe (30 points)
- Demonstrated success of related projects (30 points)

Overall Evaluation Criteria

The Short-List Respondents to this Solicitation (identified via the SOQ evaluation scoring above) will be judged on the following overall evaluation criteria. The firm with the highest overall score determined to be "responsive and responsible," and submitting a Proposal deemed to be in the best interests of the County, will be notified and negotiations to execute a mutually agreeable contract will be undertaken. The criteria and their overall importance are listed below.

1. Statement of Qualifications and Cover Letter: The evaluation committee will consider the information provided in the Statement of Qualifications document and score each submittal to determine firms for further review. The Statement of Qualifications scoring will be utilized as a percentage of the overall RFP Proposal submittal evaluation process.
2. Technical Evaluation Criteria: This criterion will consider the overall methodology for providing the minimum required A&E services being proposed, to include how these services will be provided, and the Respondent's ability to meet the needs of the County for the desired services. This category will also consider the Respondent's ability to meet or exceed the Scope of Work requirements and objectives provided. The County welcomes suggestions or enhancements to the requirements outlines in the RFP Scope of Work but the suggestions, enhancements, and other services must address the areas of concern outlined in the Project Overview section. The specific evaluation criterion follows:
 - a. Understanding of project needs and capabilities to adequately address all aspects of the project.
 - b. Success with projects of overall similar scope and magnitude.
 - c. Success in incorporating innovative sustainable building systems and ability to achieve LEED certification.
 - d. Creativity in developing functional and cost-effective design solutions.
 - e. Demonstrated ability to work in a collaborative fashion with a client and as a team.
 - f. Success in working with regulatory agencies including the IDOT, ISHPO, IEPA, and local building departments.
3. Reference, Sub-Consultant, and Financial History: Under this criterion, the performance and reference history of the Respondent, the physical and financial resources of the Respondent, and the sub-consultant relationships (including certified DBE participation, if any) will be reviewed. The Respondent's history in the provision of A&E services on a multi-modal station or similar projects are necessary elements of any proposal. Evaluation of a Respondent's record of similar services and the ability to provide these services on schedule is also an evaluation criteria element.

The evaluation scoring allows for a maximum of up to 100 points (100%). The actual rating values and weights assigned to each criterion may be changed or adjusted prior to the evaluation of Submittals. If actual rating values and weights assigned to each criterion are changed or adjusted; prospective respondents will be notified via an Addendum prior to the RFP due date. The ranking of Respondents will be the responsibility of the Selection Committee. The acceptance or rejection of the evaluation scoring and ranking will be the sole responsibility of the County Board. The Grundy County Board decision will be final.

SECTION V – CONTRACT NEGOTIATIONS AND AWARD

Selection

Selection of one or more Respondent(s) as finalists is not to be construed as an award of a contract, but as the commencement of the contract negotiation process. The objective of contract negotiations will be to reach a mutual agreement on all provisions of any proposed contract.

The County Administrator, in concert with the applicable project staff and/or Contracting Officer, will normally conduct the contract negotiation process.

The objective of any negotiations will be to reach an agreement on final cost and all other provisions of any proposed contract. The cost proposal will be used as the basis for contract price negotiations.

An award shall be made only after an evaluation of Responses regarding technical capacity, performance, standardization, schedule, and any other factors specifically set forth in this RFP, in addition to the consideration of final or overall negotiated contract costs.

The award of a Contract shall be made to the Respondent who is considered the most responsive and responsible, and whose overall Response and evaluation scoring is determined to be of the highest technical competency and in the best overall interests of the County. The selected Response may, or may not, reflect the lowest total cost of acquiring the desired services. The Response must also be responsive in all other respects to these procurement requirements. The Respondent must be a person, firm, or corporation that:

- Has in operation, or has the capability to have in operation, a firm and staff adequate to assure delivery and performance of the desired professional services under any subsequent Agreement.
- Have adequate personnel, or has the capacity to have such personnel, to satisfy any problems that may arise during the performance of said contract period.
- Have the necessary facilities and financial resources, or have the capability to obtain such facilities and resources, to complete the Agreement in a satisfactory manner within the Agreement parameters.

The County reserves the right to select or reject any or all Responses for any reason, to waive any informalities in any Response received, and to waive minor deviations from the instructions. However, Vendors who submit Responses that do not follow the instructions or do not provide the information requested within this RFP, may be subject to immediate rejection.

Failure on the part of a Respondent to respond to all of the requirements, performance factors, or standardization factors required by this RFP may constitute a reason to reject the Response.

The County may award a contract on the basis of supplemental information submitted at the request of the Selection Committee, which would be in addition to that material received in a Response.

The Contract

Upon completion of the contract negotiation process and achieving an agreed upon contract price structure, the County Procurement Officer, and the Consultant candidate will review a proposed contract, which is based on standard contract language used by the County and/or the consulting firm. Respondents should be aware that the County is required by funding agencies to include certain clauses verbatim in the contract.

The County will consider the use of a standard professional services contract format. However, all Respondents must understand that the Terms & Conditions under the County Procurement Policy will become an accessory to any such Agreement or Contract award. In addition, other amendments, revisions, or deviations to the standard Agreement/Contract may also be required.

The Respondent is responsible for reviewing the entire RFP requirements, including the Certifications and Assurances forms, to ensure that the firm has the ability to comply with all the articles and clauses contained therein as they will be included by reference in any Contract. If the Respondent has any recommendations to modify, add to, or delete any portion of the Contract, the Respondent must identify the suggested revisions during contract negotiations. Respondents should understand that many of the articles and clauses contained in any Contract award are required and deletion or modification may not be possible.

Once agreement is reached on a final contract, the County Board will consider the contract and vote on endorsing or approving the contract. Prior to issuing a contract and Notice to Proceed, the agreement may be forwarded to funding agencies for their concurrence.

CONFIRMATION OF RECEIPT OF ADDENDA

Addendum #	Date

I hereby certify this proposal complies with the specifications and conditions issued by the County except as clearly marked in the attached copy.

Date: _____

Name: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-Mail: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH SUBMISSION