



Piatt County Public Transportation is soliciting Proposals from qualified firms to provide Engineering Services on a project for a new building. The firm selected will provide a scaled drawing site plan, scaled drawing building plans, including drainage and erosion control plan, and drainage calculations. If the disturbed development ends up being more than 1 acre, a storm water pollution prevention plan will also be required.

A complete Request for Proposals (RFP) package is available by contacting Jami Trybom at Piatt County Public Transportation at 217-817-0414 or by email at [director@piattran.org](mailto:director@piattran.org). You can also find the complete RFP at [www.piattran.org](http://www.piattran.org). One (1) unbound original and two (2) copies of the Proposal are due at the Piattran Office no later than 3:00 P.M, (CST) on Friday, March 22, 2024.

Proposals will be evaluated, and an Agreement/Contract awarded, based on the following criteria listed in their order of importance: (1) Consultant Qualifications in areas relevant to Piattran; (2) Personnel Assigned to the Project; (3) Corporate Philosophy/Technique/Approach to Projects.

Proposals and questions regarding this RFP should be directed to:

Jami Trybom, Director  
Piatt County Public Transportation (Piattran)  
1925 N Market Street, Monticello, IL 61856  
217-817-0414  
E-mail: [director@piattran.org](mailto:director@piattran.org)

Piattran hereby notifies all Proposers regarding to any Agreement/Contract entered into pursuant to this RFP advertisement, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, sex or national origin in consideration for an award. **Piattran reserves the right to postpone, accept or reject any and all proposals and to waive any informalities in the RFP process as Piattran deems in its own best interest. No late proposals will be accepted or considered. Piattran will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. Late proposals will be returned unopened and unread. Misdirected submittals will not be accepted.**

All firms submitting Proposals will be required to comply with all applicable Non-Discrimination and Non-Collusion Laws and Regulations and certify they are not on the Comptroller General's List of ineligible Contractors ([www.sam.gov](http://www.sam.gov)).

Piattran complies with Title VI of the U.S. Civil Rights Act of 1964, Parts 21 and 23 of 49 CFR and the Disadvantaged Business Enterprise (DBE) Regulations.

Piattran is a Drug Free Workplace and Equal Employment Opportunity Employer.

TABLE OF CONTENTS

Table of Contents

Part 1: Instructions to Proposers ..... 3

    1.0 Submission Instructions ..... 3

        Quantity ..... 3

        Due Date ..... 3

        Proprietary Information..... 3

        Forms ..... 3

        Office Radius ..... 3

    2.0 Questions Concerning the Project ..... 3

        Questions and Clarifications ..... 3

    3.0 Proposal Format..... 4

        Minimum Requirement..... 4

    4.0 – The Agreement..... 4

    5.0 – Evaluation..... 5

    6.0 – Summary Information ..... 5

Part 2: Scope of Work ..... 5

    Background ..... 5

    Project..... 5

Part 3: General Conditions..... 7

Certificate of Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion ..... 8

State Clauses that will be included in this awarded contract..... 9

## Part 1: Instructions to Proposers

### 1.0 Submission Instructions

#### Quantity

The Proposer shall submit one (1) unbound original and two (2) copies of its proposal.

#### Due Date

To be considered, Proposals must be received at the Piattran Office by 3:00 P.M. (CST), on Friday, March 22, 2024. Failure of the U.S. Postal Service, or other delivery service to deliver proposal packages on time shall not be considered. Proposals should be clearly marked "Engineering Services Proposal" and delivered to:

Piattran  
1925 N Market Street  
Monticello, IL 61856  
Attention: Jami Trybom, Director

#### Proprietary Information

Any information contained in the Proposal that the Proposer considers proprietary must be clearly identified as such. Piattran will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act.

#### Forms

Part IV of this RFP contains certain forms that are mandatory in the proposal process. These forms must be executed and submitted in their exact format for the Proposal to be considered responsive. Precise computer reproductions to expedite the proposal preparation process are acceptable.

#### Office Radius

Proposers must have an office within one-hundred and fifty (150) mile radius of the Piattran office located at 1925 N Market Street, Monticello, IL 61856.

### 2.0 Questions Concerning the Project

#### Questions and Clarifications

Piattran will not be holding a proposer's conference. However, Piattran will answer all questions that are submitted in writing regarding the RFP. Written questions and clarifications regarding this RFP should be address to Jami Trybom at Piattran and must be received, in writing, by Friday, March 15, 2024 at 3:00 P.M. The answers to these questions will be posted on the website [www.piattran.org](http://www.piattran.org).

### 3.0 Proposal Format

Proposers should feel free to submit information considered relevant to the evaluation of the project at hand, including samples of comparable work.

#### Minimum Requirement

At a minimum, each Proposal will contain the following elements:

*Technical Proposal* – The general approach of the firm toward engagements of this nature. Information here should include such issues as project management, quality control and assurance and client communication. The proposal should anticipate work similar to that of other Municipal entities including design projects, project review, major and minor building projects, project budget proposals and familiarity with preparing Municipal bid specifications.

*Prior Experience* – Proposers should outline the experience of their firm in conducting similar work in similar situations. Please restrict your descriptions to projects that were performed largely by individual(s) who will be assigned to this Project. This should provide a basic description of the client, how their situation is similar to Piattran’s, similarities in types of projects, regulatory structures, etc. Client reference contacts (name and phone number) must be included. A minimum of three (3) references should be included. Experience with projects financed with Illinois Department of Transportation or US Department of Transportation funds is a plus.

*Personnel* – Please include the names of professional, technical and management personnel who will be assigned to the Contract. Briefly discuss their areas of expertise and relevant background. Piatt County expects that all professional staff assigned to the project will have appropriate licensure.

*Subcontractors* – If the proposer anticipates the use of subcontractors for any anticipated segment of this contract, please explain. Identify the type of work to be subcontracted, and similar information for the subcontractor as is requested for the proposer. The proposer should also indicate whether or not the subcontractor is a Disadvantaged Business Enterprise and the source of their Certification as such.

*Disadvantaged Business Enterprise* – Please identify any participation in the project by a Disadvantaged Business Enterprise.

*Price Proposal* – The price proposal should be submitted to support the reasonableness of the proposed price and distribution of expenses and is for the review of the evaluation committee only.

**The price proposal must be enclosed in a separate, sealed envelope marked “Price Proposal” within the total proposal so that costs may not be seen by the Evaluation Committee prior to completing the technical evaluation.**

*Changes in Price* – The prices and rates for personnel overhead and profit, as set forth in the price proposal form, must be fixed for the length of the contract.

### 4.0 – The Agreement

Piatt County Public Transportation anticipates award of an agreement/contract at its regularly scheduled Transportation Committee meeting on Thursday, April 4, with full county board approval on Wednesday

April 10. The Illinois Department of Transportation will have to agree to concurrence prior to the contract being awarded.

## 5.0 – Evaluation

Proposals for this project shall be evaluated by a committee using the following rank-ordered criteria with their respective weights”

Consultant Qualifications in areas relevant to the project	45%
Personnel Assigned to project	25%
Corporate philosophy/ technique/ approach to project	30%

### *Evaluation Committee*

The evaluation committee for this RFP will consist of the following individuals: Finance Manager, Assistant Director, and Director of Transportation. Each committee member will review all proposals individually and complete an evaluation form. Once the form is completed and tabulated, the committee will convene to recommend a firm to the Piatt County Transportation Committee who will then make a recommendation to the full County Board.

## 6.0 – Summary Information

February 9, 2024	Request for Proposals Released
March 15, 2024	All questions due by 3:00 p.m. (C.S.T.)
March 18, 2024	Response(s) to questions posted on <a href="http://www.piattran.org">www.piattran.org</a> by 5:00 p.m.
March 22, 2024	Proposals due by 3:00 p.m. (C.S.T.)
April 4, 2024	Piatt County Transportation Committee convenes to make recommendation to Piatt County Board at 10:00 a.m. (C.S.T.)
April 10, 2023	Piatt County Board approves proposal at 9:00 a.m. (C.S.T.)

## Part 2: Scope of Work

The purpose of this RFP is to select a firm to serve as the Engineer for Piatt County Public Transportation on a project to build a new parking structure of the pole barn type in the vacant lot in front of the current location.

### Background

Piatt County Public Transportation operating under the name “Piattran” operates demand response services to Piatt County, Illinois and surrounding Counties. Piatt County is located west of Champaign, Illinois and East of Decatur, Illinois on Interstate 72.

Operations are run from a central facility located at 1925 N Market Street in Monticello, Illinois. This location is the administration and maintenance facility for the rolling stock.

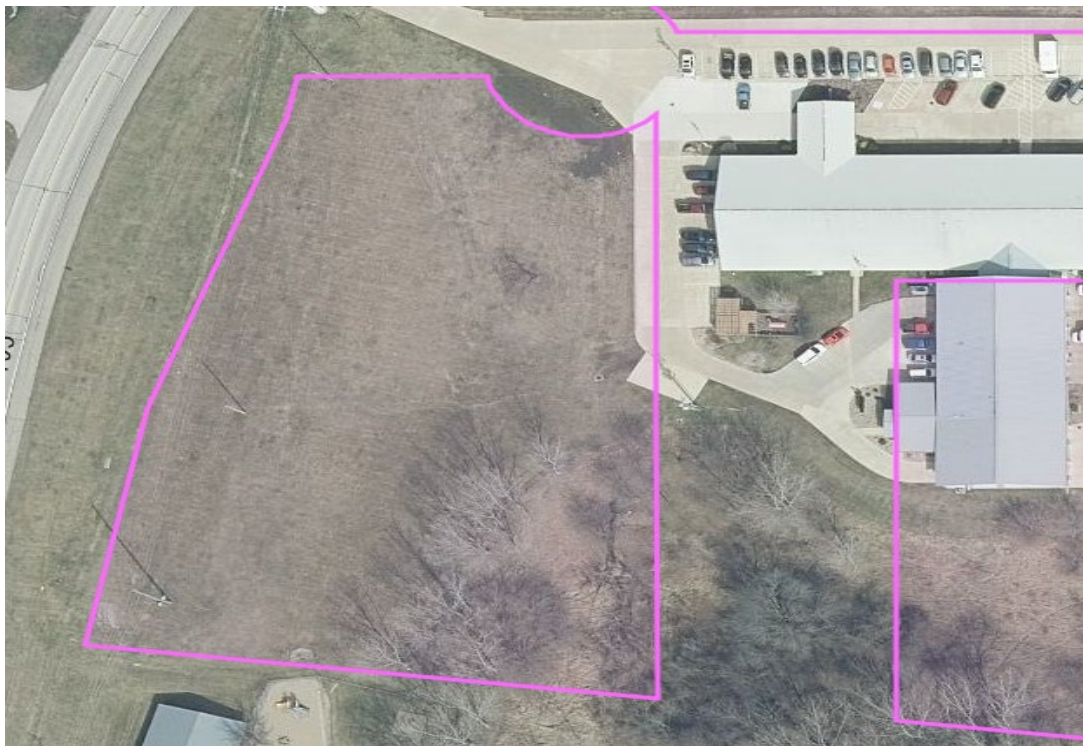
### Project

Within the next year, Piattran is expecting to build a new parking structure in the vacant lot in front of the current location. Funding has already been secured for this project. The building will be of the pole barn

type and will be approximately 60' x 80' feet with four 12' x 12' commercial garage doors on both sides of the building for ease of entrance and exit, therefore eight total garage doors. As well as a couple walk-through doors on the side of the building. Additionally, the building will need electrical and plumbing in the building. The garages will be heated with a couple mini-split units. The following will need to be included in the project:

- A scaled drawing site plan showing lot dimensions and building location with all driveways, walkways, patios, and fences.
- Plat of boundary and Topographic Survey
- Engineers estimate of Probably Cost for Construction
- Full set of scaled drawing building plans, including drainage and erosion control plans, and drainage calculations, as well as geotechnical investigation.
- Must be completed by an Illinois Licensed Professional Engineer
- If the disturbed development is more than 1 acre, a Storm Water Pollution Prevention Plan is required.
- Completion of the City of Monticello building permit process.
- Bid Assistance and Construction Assistance (if needed)

The Engineer will need to develop sufficiently detailed design documents to allow Piattran to solicit competitive bids from contractors for the work specified. The large pink outline over the grassy lot in the photo below is the empty lot that we will be putting the building on.



### Part 3: General Conditions

The award of the contract will be made to the most responsive and responsible proposer ranked highest in the evaluation process described in the instructions to proposers. Piatt County Public Transportation reserves the right to accept or reject any or all proposals. The proposal may be awarded without any further discussion.

All proposers submitting proposals will be notified in writing as to the outcome of all proposals.

## Certificate of Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The participant (a potential sub-grantee or sub-recipient under an Federal Transit Administration project, a potential third party contractor, or a potential subcontractor under a major third party contractor), \_\_\_\_\_ certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

If the participant (a potential sub-grantee or sub-recipient under a Federal Transit Administration project, a potential third party contractor, or a potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL TIDRD PARTY CONTRACTOR, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR TIDRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH TIDS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C .. §§3801 et seq. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

Failure to complete this form and submit with proposal will render the proposal non-responsive.



## State Clauses that will be included in this awarded contract

### **TERMINATION**

#### **TERMINATION FOR CONVENIENCE:**

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **TERMINATION FOR DEFAULT:**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### **OPPORTUNITY TO CURE:**

The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fifteen (15) days after receipt by Contractor of written notice from the District setting forth the nature of said breach or default, the Agency shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **WAIVER OF REMEDIES FOR ANY BREACH:**

In the event that the Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **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.

### **METHOD OF PAYMENT**

CONTRACTOR INVOICE. Contractor shall submit to Agency's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractors' invoices for payment shall reflect accurate prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

PAYMENT. Payment is the sole responsibility of, and will be made by, the Agency. Payment is due within ninety (90) days of invoice. If the Agency fails to make timely payment(s), Contractor may invoice Agency in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

MILESTONE PAYMENTS. Agency and Contractor may condition payment on the achievement of various agreed upon milestones. Milestone payments will be mutually agreed upon by Agency and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.

OVERPAYMENTS. The contractor shall promptly refund to Agency the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Agency shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue ninety (90) days after notice to the Contractor.

NO ADVANCE PAYMENT. No advance payments shall be made for any goods or services furnished by Contractor pursuant to this contract.

NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, the Agency shall pay the applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Agency agrees to furnish Contractor with an exemption certificate where appropriate.

### **CONTRACT PERIOD**

The term of this Contract is twelve (12) months, commencing November 1, 2023 and ending October 31, 2024;

### **FINANCIAL ASSISTANCE ACKNOWLEDGEMENT**

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

### **PROHIBITED INTEREST OF LOCAL OFFICIAL**

No member of or delegate to the Illinois General Assembly shall be admitted to any share or part of this contract or to any benefit arising therefrom.

### **CONTRACT CHANGES**

Any proposed change in this contract shall be submitted to the Agency in writing for its prior approval. The Agency will make the change by a change order if agreed upon by both parties. Each change order will include any change in the contract price or delivery schedule. No oral order or conduct by the Agency will constitute a change order unless confirmed in writing by Piatt County.

### **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 Agency. All such subcontracts and agreements shall be approved by the Agency.

### **CONTRACTOR REGISTRATION WITH ILLINOIS DEPARTMENT OF HUMAN RIGHTS**

Contractor, upon request, 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 Agency. 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 Agency reserves the right to accept or reject any such assignment, although Agency acceptance shall not be unreasonably withheld. Acceptance of subcontractors 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 Agency'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 Agency 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 Agency shall retain ownership of all plans, specifications, and related documents.

### **GOVERNMENT (IL) INSPECTION**

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

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

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

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$500,000.; or as an alternative, not less than \$1,000,000 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 \$500,000 per incident, and \$1,000,000 aggregate. This insurance coverage must cover at least the following types of coverage:
  - a. Operations - Premises Liability;
  - b. Independent Contractor's Liability;

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

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

The Contractor shall indemnify and hold the Agency 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 Agency reserves all claims or rights of action against the Contractor as may be required in the best interests of the Agency.

The Agency 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 Agency 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 Agency 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 Agency 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 the Agency of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

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