

RFQ# 2022-01

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL & ENGINEERING SERVICES

FOR THE REHABILITATION AND NEW CONSTRUCTION

OF SMTS, INC. TRANSIT FACILITY

Located at:

3343 Commonwealth Road
Park Hills, MO 63601



Southeast Missouri Transportation Services, Inc.

(SMTS, Inc.)

P.O. Box 679

Fredericktown, Missouri 63645-0679

Phone: 800-273-0646

May 16, 2022

**Architectural and Engineering Services
for the
Rehabilitation and New Construction of a Transit Facility**

I. LEGAL NOTICE

Notice of Solicitation for Qualifications for Provision of Architectural and Engineering Services for Construction of a Transit Facility in St. Francois County, Missouri. Southeast Missouri Transportation Services (SMTS), Inc., a private not-for-profit transportation provider serving seniors, individuals with disabilities and the rural general public, is soliciting submittals of professional qualifications for Architectural and Engineering Services for the design, construction, and renovation of a regional transit facility. Funding for this project will come from the USDOT Federal Transit Administration (FTA) grant, administered by the Missouri Department of Transportation.

Proposals are being solicited from consultants who have experience related to A&E Services. Construction of the facility is to be completed by December 2024.

Submittals of professional qualifications will be accepted by SMTS, Inc. until 5:00 PM CST, June 20, 2022 via overnight mail delivery services. The complete Request for Qualifications is available at SMTS' website (www.ridesmts.org) as well as MoDOT's website (<https://www.modot.org/lpa-solicitations>) after May 16, 2022. The RFQ can also be obtained via email request at denny@ridesmts.org.

Notice to all proposers is hereby provided, that in accordance with State of Missouri and Federal laws, SMTS, Inc. will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this notice.

Compliance with Federal and State laws on Equal Employment Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, SMTS, Inc. prohibits discrimination on the basis of race, color, or national origin.

II. BACKGROUND INFORMATION

SMTS, Inc. is a private not-for-profit agency incorporated in 1973 under the laws of the State of Missouri. Policy decisions regarding SMTS are made by a volunteer Board of Directors, comprised of eight members who are located throughout the company's twenty-one county service area. The board hires an Executive Director who is charged with following board policies to operate and maintain the service. Detailed information about SMTS is available at: www.ridesmts.org

The project consists of architectural and engineering (A&E) services for the rehabilitation and new construction needed to establish a transit facility at a property locally known as the former headquarters for the Missouri State Highway Patrol, located at 3343 Commonwealth Road – Park Hills, MO 63601. Funding for this project has been made possible through the 49 U.S.C 5339 Buses and Bus Facilities Discretionary Program (MO-2021-030-00) made available to MoDOT by the FTA and local sources.

An application for funding has been approved and should provide adequate monies to support all phases of this project. However, in the event that current market costs deplete available funding, re-application would be required and could delay or modify the scope of this project.

III. DESCRIPTIVE INFORMATION

The SMTS, Inc. satellite office currently located in St. Francois County, is a leased space in the former Centene Building located on Progress Drive in Farmington, MO. While adequate, the space is only temporary while we develop the site associated with this project. The scope of this project would renovate the existing 3,795 square foot former Highway Patrol headquarters building to accommodate adequate office space to accommodate staffing, driver's lounge, kitchenette, training room, and light vehicle maintenance. The renovation would also include an existing 202 square foot storage building which would upon completion house maintenance equipment and supplies. The scope would also include the addition of a 160' covered parking garage, complete with a wash bay, vacuum, and proper electrical service to accommodate charging, maintenance and security. The buildings sit on an 8.1 acre tract that provides a blank canvas for the project. The total project scope will need to address: Renovations to existing buildings, new construction, electrical, mechanical, water/wastewater ingress/egress, parking, drainage/earth work, landscaping, signage, and furnishings. Please reference the proposed preliminary building layout and uses in Attachment I, "Parcel Map Preliminary Layout and Use." The concepts presented in said plan are not binding on the selected A&E firm and are subject to change during the design effort, pending approval by SMTS, Inc. Please note that a geotechnical and site survey have not been completed for said property.

The FTA has granted a Categorical Exclusion to SMTS, Inc.'s St. Francois County Regional Transit Center at 3343 Commonwealth Road for the land and building rehabilitation project as described above in accordance with 23 CFR 771.118 c(6). The FTA has also determined that "No Adverse Effects to Historic Properties" were found as a result of the project presented. This Categorical Exclusion is valid for three years, barring any significant change in the scope of work or project footprint which is required to be submitted to FTA for re- evaluation prior to construction.

IV. SERVICES TO BE PERFORMED

The A&E firm selected for the Design, Development, and general Architectural and Engineering Services, shall manage all Construction Documents, provide assistance with Contractor Procurement, and provide Construction Administration. All A&E work will be consistent with the American Institute of Architecture Standard Form B141.

The A&E firm will provide all Architectural and Engineering Services deemed necessary to design the facility and renovate the existing structures. SMTS, Inc. will use AIA Document B141 "Owner Architect Agreement" as the basis for the design services. The A&E firm will complete the Schematic Design Phase of this project, as well as the Design Development, all Construction Documents, manage all Bid Negotiation and Construction Contracts, plus provide Administration for the construction. The A&E firm will execute Architectural and Engineering Services such as those delineated in the "Architectural and Engineering Services Summary," included as Attachment II of this solicitation. A mandatory pre-proposal meeting will be held to confirm the breadth of the project's scope. The mandatory pre-proposal meeting will allow respondents the opportunity to evaluate the adequacy of the existing building systems and note any utilities or lack thereof on the property.

The capacity and capability of the firm must allow them to meet the following criteria:

- a. Provide Preliminary Engineering and Design work within 90 Days from the Date of Contract.
- b. Provide Construction Administration to meet the project Completion Goal of December 31, 2024.

The fees shown in the Preliminary Cost Estimate included herein as Attachment III are approximations developed as part of the process to establish a grant request. Actual fees will be negotiated with the selected firm.

V. CRITERIA AND METHOD FOR SELECTION

SMTS, Inc. will make the selection of the A&E Firm. The contract for A&E Services will be executed by the Executive Director of SMTS, Inc. All processes and contracts will be subject to review, and approval, by MoDOT and the Federal Transit Administration. Laws, Rules, Regulations, and Approvals by The Federal Transit Administration (FTA), will be included in all contracts.

Firms interested in this project shall submit seven (7) copies of their Statement of Professional Qualifications to the following address via overnight mail delivery services:

SMTS, Inc.
Attn: Denny Ward, SMTS, Inc. Rehabilitation and New Construction of Transit Facility RFQ #2022-01
P.O. Box 679
700 East Highway 72
Fredericktown, Missouri 63645-0679

Procurement Schedule

RFQ Posted	Monday, May 16, 2022
Mandatory Pre-proposal Meeting & Site Visit	Monday, May 23, 2022
Solicitation Questions Due Date	Monday, June 6, 2022
Answers Posted via Addendum	Monday, June 13, 2022
Proposals Due	Monday, June 20, 2022

Inquiries, Questions, and Clarifications

All correspondence should be titled “SMTS, Inc. Rehabilitation and New Construction of Transit Facility RFQ #2022-01”, be in written format and directed to: Denny Ward, Project Administrator at denny@ridesmts.org. Requests of this nature must be received no later than 5:00 PM CST on the Solicitation Questions Due Date listed in the Procurement Schedule.

Interpretation of an Addendum to RFQ Documents

No oral interpretations as to the meaning of the RFQ will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RFQ must be requested in writing and with sufficient time allowed, as defined in the Procurement Schedule, for a reply to reach all proposers before the submission of proposals.

SMTS, Inc. reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. Copies of such addenda and/or amendments shall be placed on the SMTS, Inc. website: www.ridesmts.org, as well as the MoDOT website: <https://www.modot.org/lpa-solicitations>. All addenda will be furnished as promptly as is practicable and at least seven (7) calendar days prior to the proposal due date. All addenda will become part of the RFQ and any subsequently awarded contract. Proposers must acknowledge receipt of any addenda issued via Attachment IV, “Acknowledgement of Addenda” as part of proposal submission.

If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFQ may be postponed by such number of days as, in SMTS, Inc.’s opinion, shall enable proposers adequate time to revise their proposals.

SMTS, Inc. reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. SMTS, Inc. reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submission.

Qualifications should include the following information

- Name of Firm
- Identification and Contact Information of Owners
- Brief History of said Firm
- Services to be provided by Firm
- Services to be provided by Sub Consultants
- Experience with Relevant Projects Designed by Firm
- Experience with DBE Entities, and identified use of certified DBEs

- Experience in working with the Federal Transit Administration (FTA)
- Qualifications of Key Personnel for this project, including designated Project Manager
- Professional References
- List of Projects of similar size currently underway
- List of Projects of similar size your firm has completed in the past five (5) years, complete with contact information of project owner
- Required Signature Pages

Selection of the firm will be based on the Professional Qualifications received by SMTS, Inc. A Review Panel consisting of representatives of SMTS, Inc. and the Missouri Department of Transportation will be established to examine and rate said qualifications, using the “Professional Services Selection Criteria” form, Attachment V.

In accordance with the Brooks Act, the price for professional services will be excluded as an evaluation factor. SMTS, Inc. reserves the right to negotiate the cost of professional services with the firm who provides the most qualified proposal. In the event that no agreement can be reached, SMTS, Inc. will enter negotiations with the next most qualified firm and continue in this manner until a contract award can be made to the most qualified proposer. SMTS, Inc. shall retain all rights to use materials and documents produced by contractor with no additional approval by contractor.

Disadvantaged Business Enterprise (DBE) Participation

Although there is no specific DBE goal for this project, SMTS requests that proposers make every effort to contract with DBEs as appropriate. For proposers to receive credit for the use of a DBE, please visit the Missouri Regional Certification Committee (MRCC) DBE Directory as part of MoDOT’s website located at <https://www.modot.org/dbe-program>. Please note that this database should be checked routinely to confirm if a DBE firm has maintained certification and that the DBE is certified in a particular NAICS Code. Any proposed DBE company/firm must be certified prior to submission of the proposal. Please identify in the qualifications any use of certified DBEs.

VI. INSURANCE REQUIREMENTS

Prior to the contract being awarded, the firm submitting the successful proposal shall provide evidence of Professional General Liability Insurance Coverage in an amount of five hundred thousand dollars (\$500K) per single occurrence with a three and one half million-dollar (\$3.5M) aggregate while meeting the state statutory limit for worker’s compensation insurance of one million dollars (\$1M) in accordance with State of Missouri and federal law.

VII. EXPERIENCE AND FINANCIAL STATEMENTS

Subsequent to the opening of the proposals, the proposer is required to be pre-qualified to perform engineering services via the MoDOT Consultant Prequalification Process in accordance with MoDOT Engineering Policy Guide (EPG) 136.4.1.5, Consultant Qualifications. MoDOT will accept FAR indirect cost rates established by a cognizant Federal or State government agency, if those rates are not currently under dispute.

VIII. FTA CONTRACT PROVISIONS

Proposals shall be in conformance with all current FTA contract provisions.

IX. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be construed as entering into, forming a part of, or altering this contract in any way whatsoever.

X. PROHIBITED INTEREST

No Members, Officers, or Employees of SMTS, Inc. during his/her tenure, or up to one year thereafter, shall have any interest, direct or indirect, in this contract, or the proceeds thereof. No Member, or Delegate, to the Missouri State Legislature, or to the Congress of The United States, shall be admitted or entitled to any share of any part of this purchase, or any benefit arising there from. No relative of any member of SMTS, Inc., its Board of Directors, or its Employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

XI. FORCE MAJEURE

All delays in, or failure of, performance by either party under this contract shall not constitute default hereunder, or give rise to any claim for damages, if such delays or failures are caused by circumstances beyond the control of the party concerned, including by way of specification, without limitation, decrees of government, acts of God, fire, floods, explosions, acts of military, sabotage, or crime.

XII. PROPOSAL SUBMISSION PROVISIONS

Compliance with RFQ Terms and Attachments

SMTS intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RFQ. Proposers are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

Single Proposal Response

If only one proposal is received in response to the RFQ, a sample of two (2) projects awarded to the proposer within the past two (2) years along with references will be requested of the proposer. SMTS will contact references to confirm adequacy of project performance prior to awarding the contract to the single respondent.

SMTS Protest Procedures

An RFQ award protest must be submitted in writing and must be received by SMTS, Inc. within ten (10) calendar days after the date of award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next state business day. A protest submitted after

the ten (10) calendar day period shall not be considered. The written protest should include the following information:

1. Name, address, and phone number of the protester;
2. Signature of the protester or the protesters representative;
3. RFQ title; "SMTS, Inc. Rehabilitation and New Construction of Transit Facility RFQ #2022-01"
4. Detailed statement describing the grounds for the protest; and
5. Supporting exhibits, evidence, or documents to substantiate claim.

Protests are to be in written form and filed by email, return receipt requested to:

Ginny Smith
SMTS, Inc.
ginny@ridesmts.org

SMTS will notify the Missouri Department of Transportation of any protests received. A written determination will be provided to the protestor by SMTS, Inc.

XIII. ATTACHMENTS

Attachment I – Parcel Map, Preliminary Layout and Use

Attachment II – Architectural and Engineering Services

Attachment III – Preliminary Cost Estimate

Attachment IV – Acknowledgement of Addenda

Attachment V— Professional Services Selection Criteria



700 East Highway 72 – P.O. Box 679
Fredericktown, MO 63645-0679
573-783-5505

Third Party Contract Clauses

SMTS, Inc. receives funding from grants through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Since FTA funding will be used for this procurement, the successful respondent will be required to comply with the federal statutes and regulations below. Please review carefully and indicate at the end of the clauses if you would agree to comply with these requirements should you be the successful respondent. Return the signature page with your proposal.

NOTE: Your signed commitment to comply is required for us to consider your submission to be responsive.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SMTS, Inc., Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions 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 this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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 on the Contractor to the extent 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.

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of SMTS, Inc. requests which would cause SMTS, Inc. to be in violation of the FTA terms and conditions.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention

The Contractor will retain and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records

The Contractor agrees to provide sufficient access to FTA, Missouri Department of Transportation, SMTS, Inc., and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

Contractor agrees to permit FTA, Missouri Department of Transportation, SMTS, Inc., and its contractor's access to the sites of performance under this contract as reasonably may be required.

Closeout

The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

CIVIL RIGHTS REQUIREMENTS : Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

Nondiscrimination in Federal Public Transportation Programs

49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibit discrimination against employment

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age

The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. 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, national origin, sex, sexual orientation and gender identity. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The Contractor agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMTS, Inc. deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment

The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contract receives.

Return Retainage Payments

The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts.

The Contractor must promptly notify SMTS, Inc., whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage

another DBE subcontractor to perform at least the same amount of work. SMTS, Inc. will notify MoDOT's External Civil Rights (ECR) office of any terminations or substitutions to obtain the final determination. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMTS, Inc. and MoDOT's ECR office.

ADA- NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (4) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (6) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by SMTS, Inc.'s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise

furnishes a written appeal to the SMTS, Inc.'s authorized representative. In connection with such appeal,

Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the SMTS, Inc.'s authorized representative shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute

Unless otherwise directed by SMTS, Inc., Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SMTS, Inc. and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMTS, Inc. or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

Termination for Convenience or Default

SMTS, Inc. may terminate this contract in whole or in part, for convenience or because of the failure of the Contractor to fulfill the contract obligations. SMTS, Inc. shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SMTS, Inc. all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of SMTS, Inc., SMTS, Inc. shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, SMTS, Inc. may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by SMTS, Inc.

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 SMTS, Inc.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Excluded or disqualified from participating in a covered transaction;
- (b) Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify SMTS, Inc.

The Contractor must also promptly notify SMTS, Inc. if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract if applicable.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SMTS, Inc.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to report each violation to SMTS, Inc. and understands and agrees that SMTS, Inc. will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO (2 CFR 200.216)

Prohibition on certain telecommunications and video surveillance services or equipment. (a) SMTS, Inc. is prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in [Public Law 115-232](#), section 889, covered telecommunications equipment means any of the following:

- (a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):
- (b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (c) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SAFE OPERATION OF MOTOR VEHICLES

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor agrees to include the preceding in its subcontracts at each tier and encourage its subcontractors to comply with these provisions.

Third Party Contract Clauses -Signature Page

Contact Information of Proposer:

Firm Name: _____

Contact Person & Title: _____

Address: _____

Telephone: _____

E-Mail: _____

Website: _____

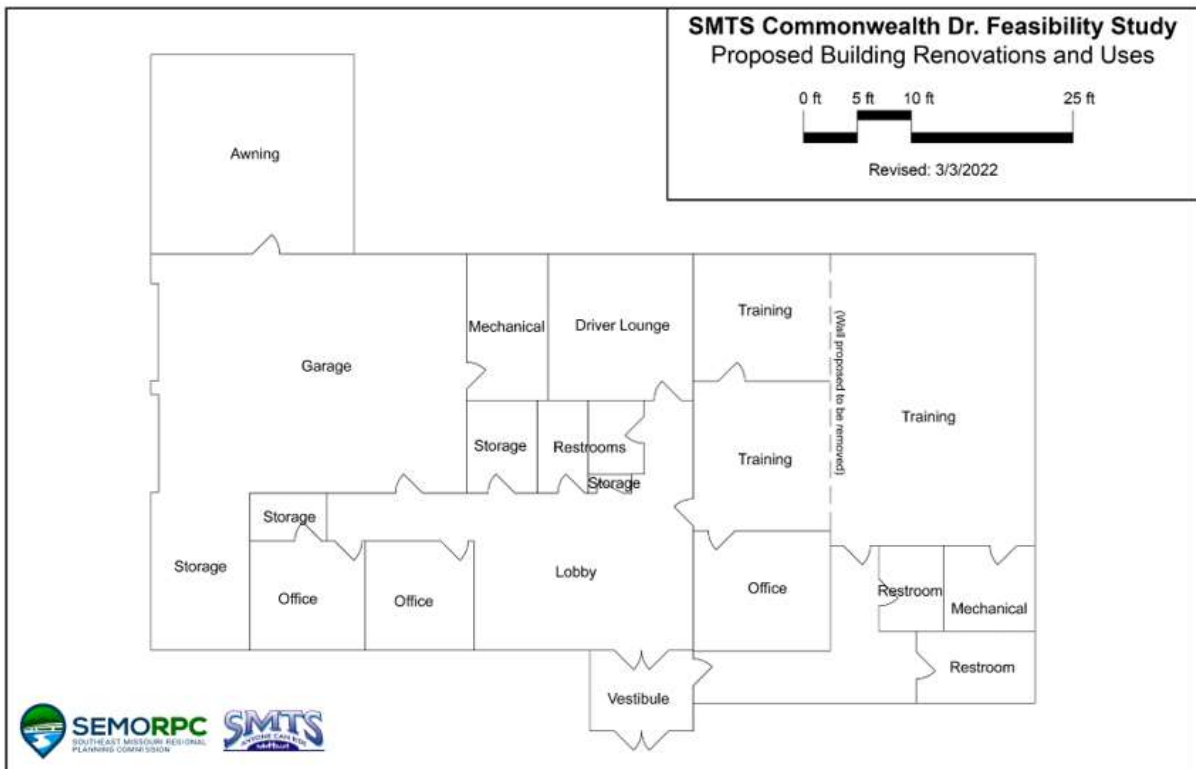
Signature: _____ Date: _____

Signers Name & Title: _____

On behalf of the firm listed above, I hereby submit this proposal in response to the Request for Qualifications for Architectural & Engineering Services for the REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY at 3343 Commonwealth Road, Park Hills, MO 63601

ATTACHMENT I
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
PARCEL MAP,
PRELIMINARY LAYOUT AND USE

Commonwealth Drive Parcel Map



ATTACHMENT II
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
ARCHITECTURAL AND ENGINEERING SERVICES SUMMARY

ARCHITECTURAL & ENGINEERING (A&E) Deliverable Summary

The following summary of generalized architectural and engineering services and deliverables is intended to briefly describe the anticipated breadth of the services required for this solicitation. This is not intended to be an exhaustive list, but descriptive of the required qualifications. The A&E for this project shall be in accordance with all guidelines, codes, and standards required by local, state, and federal authorities having jurisdiction over this project.

30% Preliminary Engineering

1. Site Survey and Utilities Assessment
2. Utility Location/Re-Location Plans, & Agreements (Power, Gas, Water, Security, Telephones, Fire alarm/detection, Cable/direct tv)
3. Stormwater Management; SWPPP, Topographic, Civil, and Site Plans
4. Geotechnical Survey & Report
5. Safety and Security Analysis (PHA, TVA)
6. ADA Compliance Requirements, Signage & Pavement Markings
7. Structural Foundation Report
8. Single Line Diagrams & Risers (Electrical, Mechanical, Water, Sewer, Fire Alarm, Fire Protection)
9. Standby /Emergency Equipment Load Survey/Data
10. Finalize Building Layout - Architectural
11. Initial Cost Estimate (+/-30%)
12. 30% Design/Schematic Submission Comment Review Cycle

60% Detailed Design

1. Preliminary Technical Specifications (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
2. Architectural & Engineering Plans (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
3. Architectural & Engineering Equipment Schedules (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
4. Finalized Utility Agreements, as required

ATTACHMENT II
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
ARCHITECTURAL AND ENGINEERING SERVICES SUMMARY

5. Cost Estimate Revisited (+/-20%)
6. Procurement Specification Preparation & Review
7. 60% Detailed Design Submission
8. Comment Review Cycle

90% Permit Documents

1. Final Technical Specifications
2. Final Architectural & Engineering Plans (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
3. Final Architectural & Engineering Schedules (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
4. Architectural & Engineering Details (Structural, Civil, Mechanical, Electrical, Fire Alarm, Fire Protection, Plumbing, Access Control, Security, Telephone/Data, WiFi)
5. Refined Cost Estimate (+/-10%)
6. Final Procurement Specifications
7. 90% Permit Design Submission Comment Review Cycle

100% Final Permit Documents

1. Final Cost Estimate (+/-5%)
2. Signed & Sealed Permit Package
3. Permit Review Comment Incorporation
4. Signed & Sealed Bid Document Package

Bid Phase Review & Reconciliation

1. Pre-proposal Meeting
2. Bid Review
3. Bid Reconciliation
4. Value Engineering Review

ATTACHMENT II
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
ARCHITECTURAL AND ENGINEERING SERVICES SUMMARY

Construction Administration

1. Submittal Reviews
2. Respond to Requests for Information
3. Technical Assistance with Change Control
4. Document as-builts based upon Contractor red-line mark-ups
5. Review Contractor payment applications
6. Perform two (2) rounds of punch list inspection- all disciplines

ATTACHMENT III
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
PRELIMINARY COST ESTIMATE

Architectural and Engineering Services	\$ 100,000
Site Development	\$ 150,000
Office Building Renovations & Storage Shed	\$ 400,000
Addition of 26,000 sq ft Covered Parking Garage	\$ 750,000
Expansion and Improvements of Existing Parking and Driveways	\$ 100,000
Security Fencing & Electronic Gate System	\$ 200,000
Security Lighting and Security System	\$ 75,000
Contingency Costs	<u>\$ 60,000</u>
Total Project Cost	<u><u>\$ 1,835,000</u></u>

ATTACHMENT IV
SMTS ST. FRANCOIS COUNTY HEADQUARTERS
Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to this RFQ.
(Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of the proposal.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

ATTACHMENT V

SOUTHEAST MISSOURI TRANSPORTATION SERVICE, INC.

P O Box 679

Fredericktown, MO 63645-0679

Office 800-273-0646 Fax (573) 783-7011

Email: denny@ridesmts.org

<p>Southeast Missouri Transportation Service, Inc.'s Construction Project PROFESSIONAL SERVICES SELECTIONS CRITERIA</p>

Information submitted in response to RFQ includes the required sign-off
with regard to compliance with all federal regulations (non-compliant _____POINTS
without this document)
(10 points)

Number of transit facility designs performed by the firm _____POINTS
(10 points)

How soon person that would be tasked to oversee preliminary _____POINTS
Engineering and design work will be available to begin work
(20 points)

Percent of the time assigned person(s) will devote to this project under: _____POINTS
Design (10 points); construction administration (10 points)

Experience, education and professional certifications of person(s) _____POINTS
Assigned to this project under: design (5 points); construction
administration (5 points)

Listing of references for work performed in construction similar _____POINTS
Renovations or transportation facilities/outcome of reference checks.
(15 points)

Familiarity and record performance in projects involving Federal or _____POINTS
State grant funding
(15 point)

100 total points available