

**REQUEST FOR PROPOSAL #13-1142BG
CONSTRUCTION MANAGEMENT @ RISK SERVICES
FOR
THE FLEET TRANSIT FACILITY**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") shall receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing Construction Management @ Risk Services as described in this Request For Proposal.

To ensure that all prospective Proposers have sufficient information and understanding of the County's needs, a **Non- Mandatory INFORMATION CONFERENCE** shall be held **on March 21, 2013, at 9:00AM, or soon thereafter, in the Manatee Room, 4th floor at the County Administration Center, 1112 Manatee Avenue West, Bradenton, FL 34205**. All Proposers are encouraged to attend this information conference.

DEADLINE FOR CLARIFICATION REQUESTS: 3/28/2013 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals shall be received until **4/11/2013 at 2:30 P.M.** at which time they shall be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Blair C. Getz, Contracts Negotiator PHONE (941)749-3053, FAX (941)749-3034
Manatee County, Financial Management Department, Purchasing Division
Email: blair.getz@mymanatee.org

AUTHORIZED FOR RELEASE: 

**REQUEST FOR PROPOSAL #13-1142BG
CONSTRUCTION MANAGEMENT @ RISK SERVICES
FOR
THE FLEET TRANSIT FACILITY**

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals shall be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firm.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date shall not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at 941-748-4501, Ext. 3053 to determine if addenda were issued and to acknowledge Addendum(s) where indicated on the Proposal Signature Form.

DEADLINE FOR CLARIFICATION REQUESTS

March 28, 2013 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request For Proposals to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed (1) Original (marked Original) and Five (5) marked copies of your proposal shall be submitted in one sealed package, clearly marked on the outside with the **name ,address and phone number of the Proposer** and as follows:

A.05 SEALED & MARKED (continued)

"Sealed Proposal #13-1142BG – Construction Management at Risk Services for the Fleet Transit Facility" and addressed to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1) (b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County.

The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County shall apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer shall be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld.

A.14 CODE OF ETHICS (continued)

If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer shall be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever.

Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or shall be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.16 PUBLIC ENTITY CRIMES (continued)

contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity shall not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "C".**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal.

This prohibition begins with the issuance of any Request for Proposal and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they shall affirmatively ensure minority business enterprises shall be afforded full opportunity to participate in response to this advertisement and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities.

Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 BACKGROUND

The Manatee County Public Works complex currently houses several operations, including Transit (Manatee County Area Transit - MCAT) and Fleet services. The current Public Works facility is inadequately equipped to serve current and projected transit and transit-related fleet needs. The Manatee County Board of County Commissioners has received a Federal Transit Administration (FTA) Section 5309 State of Good Repair Grant to design and construct a new state-of-the-art complex to house transit and transit-related services, which shall be augmented to include ambulance support due to the close proximity of the site to Public Safety operations.

MCAT currently provides public transportation services in Manatee County by operating fixed route and paratransit services. MCAT operates 12 routes, Monday to Saturday, and 3 routes on Sunday. The system serves several cities and key locations, such as the City of Bradenton, the City of Palmetto, Anna Maria Island and the Sarasota-Bradenton International Airport. MCAT shares two routes with Sarasota County Area Transit (SCAT) and has an additional shared transfer point. Paratransit services include 22 routes during maximum service. In Fiscal Year 2011/12, ridership exceeded 1.8 million trips for all services, following a trend of increased ridership over a period of several years.

Most of MCAT operations and administration are currently housed in one building at 1108 26th Avenue East, some functions are housed in the Public Works complex. This space is not able to handle current capacity. The current MCAT fleet includes 58 buses and several support vehicles. Parking is limited. Several staff members are not able to have their offices in the main transit building and are working out of other buildings or trailers. Bus operator lockers line the hallways. Fleet Services is located across a shared parking lot from Transit as is fuel services. The fleet area was expanded to accommodate transit in 1978 and has now exceeded capacity. In addition, there is no room for expansion to explore alternative fuels. The overall setup is inefficient and can be much improved to better accommodate current and future transit and transit fleet needs.

The projected year 2040 build-out for Transit and the Fleet facilities is based on a historical in-depth study and projected long-term growth. Total build-out includes 95 fixed route buses, 47 paratransit buses, 38 ambulances and 56 support vehicles. The estimated footprint for transit, on-site fleet services and fuel services includes approximately 116,000 square feet.

Manatee County recently acquired a 37.71 acre parcel on the northwest corner of Tallevast Road and US 301. This site shall be used to house the proposed Transit and Fleet administration and maintenance facilities.

B.02 PURPOSE

The purpose of this RFP is to obtain from qualified firms, their experience and qualification to provide Construction Management @ Risk Services (CM@R) for the construction of the proposed Manatee County's new Fleet/Transit Facility.

It is the intent of this solicitation to select a firm to provide professional Construction Manager at Risk (CM@R) services as part of a construction team, which includes Design Team and representatives of Manatee County. The selected firm shall be asked to provide preconstruction and construction management services for the County. The selected firm shall work with the County's Design Firm, as well as the appropriate County representatives, to coordinate and construct this project. The parties shall be required to work together to expedite all facets of the project including design, permitting, construction and project closeout.

B.03 SCOPE OF SERVICES

Construction Management (CM@R) Services to be provided includes the following:

The CM@R services shall include, but not necessarily be limited to, coordinating with the Design Team and the County to rapidly move forward the construction of the Fleet/ Transit Facility within the available project budget, coordinate and oversee all utility relocations, coordinate and schedule all permits required for construction, coordinate and oversee all pre-construction and construction surveying and coordinate and oversee all construction methods and procedures, etc. As the CM@R shall be overseeing all quality control testing and acceptance during the construction of this project, the CM@R shall also be required to develop and oversee a quality control (QC) program and develop standards for construction acceptance and testing. The County shall thru the County inspections be providing quality assurance (QA) only, this quality assurance shall be performed to assure the COUNTY that the CM@R personnel and subcontractors are producing the quality facility as resigned and specified. The CM@R shall submit the QC plan to the County for approval prior to implementation of the plan. This plan shall demonstrate how the CM@R will on a daily basis provide the needed controls to assure that all parties are complying with the project design and specifications.

B.04 The Scope of Services Consists of Two Phases.

Phase I - The preconstruction phase will be performed for a Lump Sum price which will be negotiated with the selected firm. The preconstruction phase services shall consist of the CM@R performing design review, value engineering input to the design Team and the County for consideration, constructability reviews, construction cost forecast modeling, value engineering through all phases of design, construction phasing and maintenance of traffic, utility coordination and relocation, permit coordination, cost estimating, scheduling, and attend all project and design team meetings. The CM@R shall be required to develop a Guaranteed Maximum Price (GMP), using design development documents provided by the design team.

B.04 The Scope of Services Consists of Two Phases(continue)

The GMP shall be inclusive of all element of construction from the submission of all required upfront documents to final inspection and acceptance by the County as a completed project including all required final close out documents as well as the required FTA documentation. The GMP shall also be inclusive of all elements that are the construction industry standard for CM@R. All General Condition, Supplemental Conditions, contractor contingencies shall be included in the GMP. The CM@Risk shall be responsible all elements of work that require subcontractors, and shall further be held responsible for replacement of subcontractors that fail to perform up to and including the performance of the subcontract with the CM@ risk field personnel skilled in the trade required.

Phase II - The construction phase shall commence upon the County accepts the Guaranteed Maximum Price. The CM@R shall become the single point of responsibility for the performance of the construction contract for the project and shall be required to bid trade contracts. The selected firm shall be required to provide payment and performance bonds each in a value equal to 100% of the GMP and shall bear the cost of having the Bonds recorded with the Manatee County Clerk of Circuit Court. The services required for the construction phase shall include, but not be limited to, the following:

- (a) Contract with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
- (b) Schedule and conduct preconstruction meetings at locations approved by the County.
- (c) Provide continuous on-site construction management services throughout the construction phase. Construction management shall include, but not be limited to, regular job site meetings; overseeing and conducting QC testing and inspection programs; overseeing and conducting preconstruction and construction surveying; monitoring construction management staff and subcontractor work performance; maintaining record copies of all contract documents, creating and maintaining as-built drawings, cost control, change orders and other documentation on site.
- (d) Develop, update, and maintain master project schedules, detailed construction schedules, submittal schedules, utility relocation schedules, inspection and testing schedules and phased acceptance schedules. Also, incorporate the design schedule into the master schedule. Process payment requests for approval by the Architect/Engineer and appropriate County personnel.
- (e) Report potential budget and schedule variances and prepare recovery plans.

B.04 The Scope of Services Consists of Two Phases(continue)

- (f) Coordinate special consultants and quality assurance testing and lab services contracted by the County.
- (g) Administer post construction closeout, final completion, and start-up and warranty periods.
- (h) Provide construction phase accounting and reporting to the County.
- (i) The selected firm shall be required to work with the Design Team and the County on the project and assist the County and Design Team, as required, for the timely completion of the project.
- (j) The selected firm shall be required to work with, and coordinate their activities with, any third party contracts or contractors that the County may provide for this project.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.05**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED

Prior to any consideration of the responses to the criteria in this Request For Proposals, Proposers are to document in their Proposals they have the following minimum qualifications:

To qualify for any consideration, the Proposer must:

- a. Submit copies of your firms Florida Department of State, Division of Corporations Registration.
- b. Proposer whose name appears on the PROPOSAL SIGNATURE FORM must present copies of any active certification and current valid licensing in the State of Florida as a General Contractor or registered building contractor (see section 489.119 Florida Statutes) which also includes the name of their qualifying agent.

Proposals may be submitted by one (1) or more sole proprietorship, corporation, partnership or a joint venture, the entity submitting the proposal shall be properly registered, certified, and licensed as required by the State of Florida and include copies of such registration, certification and licensing in the proposal.

Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing agency prior to submitting the proposal (see section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit on the firm's letterhead, signed, witnessed and notarized attesting to the formulation of a joint venture and provide either proof of incorporation or a copy of the formal agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

C.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED (continued)

If the Proposer is relying on any acquisition or merger for meeting the minimum qualifications requirement, the Proposer shall clearly disclose such acquisition or merger. The Proposer shall clearly explain how the acquisition or merger meets the minimum qualification requirements, including a description of each firm's experience and personnel.

- c. The Business Entity submitting the proposal must be capable of providing a performance and Payment Bond as a requirement of this project. **Provide a statement on surety company letterhead of the unencumbered bonding capacity for your business entity and a statement that a 100% Performance and Payment Bond for this project will be issued to Manatee County upon request.**

NOTE: The absence of this statement from the surety company may cause your proposal to be nonresponsive.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (**Attachment A**).
- b. Public Contracting and Environmental Crimes Certification (**Attachment C**).
- c. Disclosure of Lobbying Activities and Lobbying Certification (**Exhibit C**)
- d. Certification Regarding Debarment, Suspension (**Exhibit D**)
- e. Buy America Certification (**Exhibit E**)
- f. Davis Bacon/Copeland Anti-Kickback Acts/Current Wage Determination Certification (**Exhibit F**).
- g. Affidavit of No Conflict (**Exhibit H**).

C.03 INFORMATION TO BE SUBMITTED

- a. Description of the Proposer's **background and size**. Include a statement of qualifications that includes your firm's professional credentials and experience in providing the **Construction Management @ Risk (CM@R)** service enumerated in this Request For Proposal and the legal status of your organization and experience in providing the service enumerated in this Request For Proposal including but not limited to, the additional County **requirements** as listed below:

C.03 INFORMATION TO BE SUBMITTED (continued)

1. Construction of similar Fleet Transit Facilities with Federal Transit Administration (FTA) involvement including FTA Grant Funding.
 2. Provide a list of similar projects and their locations which involved construction costs over \$15,000,000.00.
 3. Experience with new facility construction in or near residentially sensitive areas.
- b. Provide an **explanation of the business entity which you represent**. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.
- If your business entity has limited experience, such as a joint venture created for this project, provide a narrative on how you anticipate the new partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. If submitting projects as support, include the level of detail requested in item h below.
- c. Identify each **principal of the firm and other “key personnel”** who will be professionally associated with the County. Do not include personnel that will not have a role in this project. Describe their respective areas of expertise. Include personalized resumes which identify the qualifications, training and experience of each key personnel. Identify each individual on your team and provide the following information:
- Name
 - Professional credentials
 - Title
 - Telephone number
 - Office address
 - Email address
 - Brief description of the individual's role and duties for the County
 - Individual resume
- d. Submit a list of **Local subcontractors and sub-consultants** that may be used with the same level of detail as item C.03 c above.
- e. **Specify the office and the location of the business entity explained in response to item b above which is to be the primary location of the principal and key personnel.** List the key personnel at that location, if not previously listed in C.03c.

C.03 INFORMATION TO BE SUBMITTED (CONTINUED)

For any remaining key personnel detail at what location(s) they will work from and how they will provide management or service or supply support from the locations that they will work from.

- f. Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting your firm.** During the term of this engagement detail the employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- g. Provide a list, with references, of your business entity's Fleet Transit Facility **construction** projects or similar projects as a Construction Manager @ Risk for the past five (5) years. Specify which key personnel were responsible for each project. References given must specify client employees in senior level management positions with knowledge of the project to confirm the claimed details. Include the name of the entity the work was completed for, a description of the project, the dates of service and the name(s) and telephone number(s) of the contact persons. This list shall be for both Government and Private clients.
- h. Provide a list of the **contracts your business entity has obtained** within the past five (5) years, indicating the type of services provided and the locations. Provide a list of the contracts your business entity has lost in the past five (5) years and state the reason for the loss and the location.
- i. Provide a schedule of anticipated tasks to be performed in providing these services, include the documentation which the County will have to provide and when they would be required. Identify the major tasks and the suggested timeline for completion based on Scope of Service.

C.04 ESTIMATED PROJECT COSTS

Proposer shall provide "A GOOD FAITH CONSTRUCTION ESTIMATE" for the project which shall be based on the information provided within this Request For Proposal. **See Exhibit G** for space requirements. The elements of this good faith construction estimate shall be developed and presented in two (2) phases as follows:

C.04 ESTIMATED PROJECT COSTS (CONTINUED)**Phase I - Pre-construction services**

- a. Estimated cost of work **before** establishing a- Guaranteed Maximum Price. This is to detail the duration of time and an estimate of the cost to conduct the value engineering, drawing and constructability review and working with the County's design team to achieve 100% construction drawings, competitively solicit subcontracts, and develop a Guaranteed Maximum Price for the project. **Phase I** shall be a lump sum price in this section of the proposal.

- b. A list of proposed positions to be engaged in the development of the Guaranteed Maximum Price and the per hour fee estimated for each position.

Phase II - Construction

- a. Proposer to provide in this Section C.04 a "GOOD FAITH ESTIMATE" of the Construction Manager at Risk's Compensation after acceptance of the GMP and commencement of the construction for field activities. This cost shall be shown as a monthly project cost. The specific definition of the Construction Manager's Compensation which is separate from the Project Costs may include but not limited to:
 - Salaries and wages for all CM@R field personnel, including workers' compensation, general liability insurance coverage, builders risk and completed products and operations insurance, performance and payment bonds or other compensation of the CM@R employees at the Project Site, its principal office and branch offices.
 - CM@R general operating expenses related to this Project and the CM@R's on site principal, on site office, and branch offices.
 - The costs of all data processing staff and processing equipment related to this project.
 - Office supplies, including but not limited to furnishings, paper, pencils, paper clips, file folders, staples, etc, and janitorial supplies.
 - Field equipment including storage trailers, portable toilets,
 - Safety fencing and security for the project site
 - Relocation expenses for CM@R personnel and travel expenses.

C.04 ESTIMATED PROJECT COSTS (CONTINUED)

- Expenses such as telephone service, long distance telephone calls, expressage, postage, and facsimile charges.
 - Costs for copies of documents furnished to owner.
 - Attorney fees for advising CM@R on CM@R's contracts and contractual obligations.
 - Construction Manager @ Risk contingency.
- b. A cost estimate and a specific definition of the Costs of the Project which would not be included in the Construction Manager at Risk's Compensation in response to C.04, which may include:
- All temporary services for construction use only to include but not limited to, electrical power, water, toilets/holding tanks, daily job site clean-up, trash removal, watchmen/ flagmen as required, temporary ladders, stairs, fire extinguishers, fencing, gates, roadways, project signs per Manatee County requirements, all safety devices and /or safety equipment required by law.
 - All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager at Risk's Compensation.
 - All plant, labor, materials, equipment, sub-contractors and all devices required by law or design to complete the project in accordance with all approved plans, specifications, and applicable Federal, State and Local codes.
 - Payment and Performance Bonds
 - Contractor's insurance, including Builder's Risk and completed products and operations insurance.
 - All Documents including but not limited to As-built drawings, construction records, warranty and guarantee certificates and documents, operation manuals, manufacturer names and contact information.
- c. The perceived ratio of the cost of the Construction Manager at Risk fees to the Cost of the Project detailed in response to C.04 d.

C.04 ESTIMATED PROJECT COSTS (CONTINUED)

- Detail separately all items such as percentage fee to be added to the GMP, Overhead, Profit, office overhead in connection with the project only or General Conditions not previously noted.
- d. Show separately as part of the "GOOD FAITH CONSTRUCTION ESTIMATE" the County supplied **ALLOWANCE of \$1,751,000.00**. This allowance is to cover only furniture, fixtures and equipment (FF&E), for the fleet service area, and the Administrative offices.

NOTE: Once the County approves the CM@R Final Guaranteed Maximum Price the CM@R shall be solely responsible to pay for all cost overruns during construction, except to the extent an adjustment to the GMP is approved by the COUNTY.

C.05 ADDITIONAL INFORMATION NOT REQUESTED

Submit any other additional information which would assist the County in the evaluation of your proposal.

The County reserves the right to make any investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals shall be conducted by an evaluation committee. The committee's goal shall be to identify the proposal which shall overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied shall be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight shall be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee shall make a recommendation to the County Administrator as to the Proposer which the County should enter into negotiations. The County Administrator shall act upon that recommendation and, if accepted, the successful Proposer shall be invited to enter negotiations led by the Purchasing Division.

D.06 **AWARD**

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal shall serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. Pursuant to this Section "E" the Agreement shall remain in effect from the date of execution of the Agreement and shall terminate on a date yet to be negotiated.
- d. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.
- e. The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.
- f. Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.
- g. The parties shall negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.
- h. The parties shall negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

E.02 AGREEMENT

FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT REQUIREMENTS

The selected Proposer shall be required to comply with all applicable FTA requirements identified in **EXHIBIT A and marked with an asterisk (*) and all other requirements of the Master Agreement that pertain to this RFP.** Clarification of these requirements may be found in the **FTA Master Agreement at <http://www.fta.dot.gov/documents/18-Master.pdf>.**

END SECTION E

ATTACHMENT "A"

PROPOSAL SIGNATURE FORM

RFP #13-1142BG

CONSTRUCTION MANAGEMENT @ RISK SERVICES FOR THE FLEET TRANSIT FACILITY

_____	Mailing Address:
Firm Name	_____
_____	_____
Email	_____
() _____	_____
Telephone Number	City, State, Zip Code

The undersigned certifies that he/ his has the authority to submit the proposal and the statements in the proposal are true and correct. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide Construction Management @ Risk Services for The Fleet Transit Facility for Manatee County, according to the requirements of this RFP #13-1142BG.

Signature

Date: _____

Name and Title of Above Signer

Name and Title of Firm's Representative for Manatee County

Email for Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

Acknowledgement of Addendums

Addendum# _____ Dated _____	Addendum# _____ Dated _____
Addendum# _____ Dated _____	Addendum# _____ Dated _____
Addendum# _____ Dated _____	Addendum# _____ Dated _____

ATTACHMENT B

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

SECTION.01 Vendor Registration

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is the **last page** in this section of the proposal, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration. Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration:

www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site. On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note "local business" is defined in the Purchasing Code.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

SECTION.02 / Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

SECTION.02/Section 2-26-6. Local preference, (CONTINUED)

Local preference shall not apply to the following categories of contracts continued)

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.
- (g) To qualify for local preference under this section, **a local business must certify to the County that it:**
1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
 2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
 3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Manatee County Purchasing Code § 2-26-6.

MANATEE COUNTY GOVERNMENT AFFIDAVIT AS TO LOCAL BUSINESS

(Complete and Initial Items B-F)

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a proposal pursuant to this Request For Proposals, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code § 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____ [Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this proposal announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this proposal announcement. [Initial] _____

F. Fees and Taxes: I certify that within this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a legal current appeal. [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code § 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____
Name of Notary (Typed or Printed) _____

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing, Suite 803, 1112 Manatee Avenue W., Bradenton, FL 34205

Attachment "C"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this rticle, or using substantially the same management, ownership or principles as the ineligible entity.

Attachment "C" (Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

FTA C 4220.1F
 11/01/2008
 Rev. 1, 04/14/2009
 Rev. 2, 07/01/2010
 Rev. 3, 02/15/2011

EXHIBIT A

Appendix D-1

D. APPENDIX D

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
All FTA Assisted Third Party Contracts and Subcontracts		
* No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
* False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
* Access to Third Party Contract Records		§ 15.t
* Changes to Federal Requirements		§ 2.c(1)
* Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
* Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
* Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding \$10,000		
* Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
* Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding \$25,000		
* Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold (\$100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 \$150,000 standard for grants.)		
* Buy America	When tangible property or construction will be acquired.	§ 14.a
* Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding \$100,000 by Statute		
* Lobbying	As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 3.d
* Clean Air		§ 25.b
* Clean Water		§ 25.c

* Asterisk indicates the required clauses for this RFP #13-1142BG, Construct Management @ Risk Services for the Fleet/Transit Facility

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Transport of Property or Persons		
* Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
* Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
* Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 24.a(1)
* Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.a(2)
* Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 24.a(3)
* Bonding for Construction Activities Exceeding \$100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < \$1M. – 40% for contracts >\$1M – < \$5M. – \$2.5M for contracts > \$5M.	§ 15.o(1)
* Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Nonconstruction Activities		
* Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b

* Asterisk indicates the required clauses for this RFP #13-1142BG, Construct Management @ Risk Services for the Fleet/Transit Facility

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER— MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 38
Miscellaneous Special Requirements		
* Energy Conservation		§ 26
* Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
* ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
* Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part 18 and 49 CFR Part 19

* Asterisk indicates the required clauses for this RFP #13-1142BG, Construct Management @ Risk Services for the Fleet/Transit Facility