

REQUEST FOR PROPOSAL #09-0694BG PRE-MANUFACTURED TRANSIT BUS SHELTERS

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, **for the purpose of providing throughout the County, Premanufactured Transit Bus Shelters, their installation, foundation, site pad, and repair services as specified on an as needed basis.**

DATE DUE AND TIME: Proposals will be received **January 20, 2009 at 10:00am**, at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important note: A prohibition of Lobbying
Has been enacted with the issuance of this Request for Proposal
Please review paragraph A.18 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Blair C. Getz, Contracts Negotiator, Purchasing Division at (941) 749-3053 or
 Becky Hayes, Senior Transit Planner, Community Services at (941) 747-8621 ext. 233

Authorized to Release: 

SECTION A: INFORMATION TO PROPOSERS

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

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing, 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.

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. **No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.**

A.02 BID AND PROPOSAL DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or a printed copy of the documents requested. Cost Details shall be provided when you specify the format.

The **documents are available in a portable document format (.PDF) files** which you may view and print 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 it.

Onvia **DemandStar** provides direct electronic distribution of email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemented by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency, subscription fees based on the level of service chosen will apply.

A.02 (Continued)

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

Award Document/Recommendations appear on the Onvia DemandStar web page.

Notices of Source Selections appear on the Onvia DemandStar web page and the County's web page (Financial Management – Purchasing Division).

Onvia DemandStar may be directly contacted at <http://demandstar.com>, or by calling 800-331-5537, if you have any questions.

IMPORTANT NOTE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLANHOLDER" DISTRIBUTION SYSTEM

IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC PROPOSAL – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

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

Please contact the individual named on the first page of this bid or proposal document, if you have questions on this instruction.

A.03 PROPOSAL FORM DELIVERY REQUIREMENTS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing office 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 Office. 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.

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 Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Proposals, the County will broadcast the addenda through DEMANDSTAR to "planholders" identified on this web service, however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their proposal.

A.05 SEALED & MARKED

Three(3) signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal RFP#09-0694BG/ Proposal, PRE- MANUFACTURED TRANSIT BUS SHELTERS**" and addressed to:

Manatee County Purchasing
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 which shall be the business entity registered with the State of Florida to provide **PRE-MANUFACTURED TRANSIT BUS SHELTERS** which you have the authority to bind to directly perform the services and contractual duties to Manatee County. 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 these proposals and the qualifications of the Proposer shall require 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 inquires and responses to inquires related to this Request For Proposals become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071. No announcement of pricing or review of the proposal documents shall be conducted at the public opening of the proposals.

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. No changes shall be allowed until a selection is made and contract negotiations actually begin.

A.11 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; criminal background information of any Proposer, its employees, agents and personnel; and past performance records.

A.12 APPLICABLE LAWS

Bidder or 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 will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective Bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A.12 APPLICABLE LAWS (Continued)

A protest with respect to this Invitation For Bid or Request for Proposal shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this proposal. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.13 CODE OF ETHICS

With respect to this proposal, if any Bidder or Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder or Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a bidder or proposer is determined to be untruthful in its proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid or Request for Proposal.

A.14 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, 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 will 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;

A.14 COLLUSION continued

- 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.15 PROPOSAL FORMS

Proposals must be submitted in the format specified in Section B of this Request For Proposals. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in the Subsections within Section B identifying the response to each specific item to facilitate an expedient review of all responses.

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 (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.17 DRUG FREE WORK PLACE

Drug Free Workplace Program: Manatee County Board of County Commissioners adopted a policy regarding maintaining a Drug Free Workplace, Resolution R-93-22.

Proposers are asked to review the attached copy of the Resolution and provide either a certification of compliance with the program outlined in this Resolution or describe your firm's policy or program as it relates to maintaining a drug free workplace. This response will be considered with the other criteria described herein.

A.18 LOBBYING

After the issuance of any Request for Proposals or Invitations for Bids, prospective bidders, Proposers or any agent, representative or person acting at the request of such bidder or Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Manager or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code.

NOTE: If required Proposers or Bidders may obtain further clarification or explanation of the Drawings, Specifications and Scope of Services by contacting:

Becky Hayes, Senior Transit Planner
Phone: (941) 747-8621 ext. 233
Fax: (941) (941) 708-7464
Email: becky.hayes@mymanatee.org

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP or IFB shall be made in writing.

The County shall not be responsible for oral interpretations given by any County employee, representative, or others.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

NOTE: If required Proposers or Bidders may obtain further clarification or explanation of the RPF or IFB exclusive of the drawings, specifications or the Scope of Services by contacting:

Blair C. Getz, Contracts Negotiator, Purchasing Division
Phone: (941) 749-3053
Fax: (941) 749-3034
Email: blair.getz@mymanatee.org

The County reserves the right to amend or to add to the names listed as persons to contact and shall be issued by Purchasing, in writing.

County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of this purpose.

A.20 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.21 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.

A.22 SITE CONDITIONS

Each proposer shall become familiar with the variety of conditions and possible unique situations along the Manatee County System route which may effect the selection of a style of shelter or the installation of a shelter. Note: Attachment E graphically displays the current Bus routes within the County. For additional information regarding the Manatee County Transit System route throughout the County, proposers shall contact the Owner's Representative with the Transit System at:

Manatee County Community Services, Transit Division
 1108 26th Avenue East
 Bradenton, Florida 34208
 Contact; Becky Hayes, Senior Transit Planner
 Phone: (941) 747-8621, X233
 Fax: (941) 708-7464

SECTION B: 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 B.02 and B.03 below, identifying the response to each specific item. Proposers are also required to complete Attachment "K".**

B.01 MINIMUM QUALIFICATIONS (Licensing) TO BE CONSIDERED: To qualify for any consideration, the Proposer must present proof of certification and current valid licensing in the State of Florida to perform the elements of work contained in this Request for Proposal, or a General Contractor as the qualifying agent.

MINIMUM EXPERIENCE TO BE CONSIDERED: To qualify for any consideration, the Proposer must present proof that they meet the specific performance specifications detailed in this Request for Proposal and have performed the same services for three (3) Government Agencies in the last five years.

Additionally the Proposer must present proof of responsibility for the installation of Pre-Manufactured Transit Bus Shelters for not less than three (3) Agencies which include all of the following minimum standards:

1. High volume use area with frequent vandalism
2. Remote lower use areas that must be built for minimal maintenance
3. Beach community sites that directly experience harsh environmental conditions

NOTE: Preference will be given to direct experience installation of the exact model and manufacturer's product (not only the general product line).

If subcontractors are included in the proposal given, they to shall meet the minimum qualifications, detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request For Proposal for the proposer.

For each of the qualifying three (3) Agencies provide the following details:

- a. Name and location of the Client, the year the service began, the duration of the contract.
Specify the name and telephone number for the Clients Contract Manager for the work; and
- b. The names of your firm's key staff and their roles such as project manager, engineers, installers; and

B.01 (CONT)

- c. The name and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and
- d. Any Florida State agency which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.
- e. Specify the number of days from selection of site and pre-manufactured bus shelter model to the start of site preparation and completion of the installation.

Only upon determination that satisfactory responses have been provided to the preceding Minimum Qualifications and Experience, consideration shall be given to the following information:

B.02 ADMINISTRATIVE SUBMITTALS

The following documents shall be submitted with the proposal:

- a. Proposal Signature Form.
- b. Drug Free Workplace Certification.
- c. Public Contracting and Environmental Crimes Certification.

B.03 INFORMATION TO BE SUBMITTED

1. Include a statement of qualifications that includes your firm's credentials and experience in providing the services as described in the Contract Documents. Specify the legal status of your firm or organization.
2. Submit a manning level statement for this contract, detailing how many employees, skill levels of each employee and if the named individuals are full-time, temporary, part-time or seasonal, or subcontractors. If a subcontractor, detail the history of your firm's specific use of this individual for this specific Proposal. List for your firm the ratios of full-time employees to part – time, temporary and seasonal employees.
3. Detail the **unencumbered bonding capacity** for your business entity.

B.03 (CONT)

4. Specify the staff proposed to be located within Manatee County. If any of the firm's proposed support staff are to be located in another geographic location, detail the responsibilities and manning level separately for each proposed location.

5. State your firm's current workload of Utility projects with the current schedule for completion of each project.

6. Detail all assumptions upon which your proposal is based.

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

8. Submit detailed specifications, schematics, and related information on multiple pre-manufactured transit bus shelters (all models must include vagrant proof benches with a back; minimum space for one wheelchair; solar lighting and trash receptacle).

a. The qualifying manufacturer's name and contact person to verify the address from which the pre-manufactured transit bus shelters would be shipped from, the location of inventory sites for ordering replacement components only, and the service center(s) which would provide both parts and repair services to this area (Manatee County).

b. Detail the considerations or benefits (including safety issues) to be addressed in selecting each proposed model for specific site conditions.

c. Proposed shelter sizes shall be the Industry Standard height by 4' 6" X 9' 0" and 4' 6" X 20' 0". Concrete pad sizes shall be 6' 6" x 12' 6" and 6' 6" x 22' 6" respectively.

d. Proposed shelters will be domed, see through, or tinted with built in gutters or drains.

e. Provide wind ratings for each proposed shelter configuration. The shelters may use wire mesh or perforated panels on the sides with a tempered, tinted glass or any combination thereof. **SEE IMPORTANT NOTE BELOW**

f. Provide detail on all options such as inclusion or exclusion of a trash receptacle.

g. Provide detail and samples of all color options with each proposed shelter.

h. Shelters shall have NO advertising.

NOTE: ALL SHELTERS MUST COMPLY WITH MANATEE COUNTY BUILDING CODE REQUIREMENTS, Shelters proposed are required to have been tested and rated to withstand, and meet a minimum 140 MPH wind speed. Proposers shall "SUBMIT WITH THIS PACKAGE" all testing data available and including NOA (Notice of Acceptance) information. Proposer shall include signed and sealed Engineering Calculations.

B.03 (CONT)

Permitting shall be obtained and paid for by the contracted vendor. There shall be no reimbursement for time obtaining the permits and only the direct cost of the permit shall be reimbursable by the County.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Services as generally outlined for this Request For Proposals.

9. Provide your proposed **itemized cost breakdown for EACH PROPOSED MODEL** in the following order:

a. Cost for the pre-manufactured shelter, and all options for the construction of the unit shipped to the County with **no** installation. **Proposers are here notified that Manatee County may, as an option, self perform the installation of the concrete pads and /or Shelters and/or any associated equipment.**

b. Cost of installing each configuration of pre-manufactured shelter and the individual elements as shown on the Proposal Form (Attachment "K").

c. Cost to install a concrete pad per Manatee County and FDOT Specifications including all site prep work, forming ,pouring ,finishing, Form removal, site restoration.

d. Labor rates for installation. Detail the per hour rates and the man hours estimated for each model on an existing pad. Specify the trade classification for each of the man hours given.

e. Detail the days required to order, deliver assemble, and complete a typical installation for each proposed shelter configuration.

f. Provide a listing of the most common and probable replacement components. Give the address of the supply center which would provide the replacement components and the recommended service center address, if the County chooses to have the repairs done by an authorized source. From the time of initial call for critical components such as large panels or components considered to be public safety related, explain the time it would take for both the specified inventory sites for ordering replacement components only, and the service center, which would provide both parts and repair services to this area, to achieve installation of the replacement component(s).

10. Provide full warranty information. Specify your firm ' s labor, material and workmanship warranty as an installer and the manufacturer ' s warranty for each proposed shelter.

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors shall be the proposals, which will overall best meet the needs of Manatee County, the perceived ability of the proposer to perform the Scope of Services as stated in this Request for Proposal, and the cost proposal for the proposed work as determined from the responses to this Request for Proposal and subsequent investigation by the County.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors stated above.

C.03 PRELIMINARY RANKING

A Selection Committee may determine from the response to this Request for Proposal and subsequent investigation as necessary, the proposers most susceptible of being selected for award.

C.04 REVIEW OF PROPOSERS AND PROPOSALS

Review shall be conducted with responsible proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of the abilities of the proposer, and the proposal submitted.

Proposers responding to this Request for Proposal shall be available for presentation/interviews to the Selection Committee and to the Board of County Commissioners upon notification from the Purchasing Office at a time and date determined by the County.

C.05 SELECTION FOR NEGOTIATION

The proposer or proposers whose ability and proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request for Proposal, shall be recommended to the Board of County Commissioners for authorization to negotiate an agreement for the stated Scope of Services.

C.05 SELECTION FOR NEGOTIATION (CONTINUED)

The recommendation or selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the proposer.

C.06 AWARD

Award of an agreement is subject to the successful negotiations and the vote of the Board of County Commissioners to authorize execution of the agreement.

Note that all evaluation factors are considered without assigning a weight factor, and all terms, conditions, and costs are to be negotiated. Therefore, price shall not be either the sole evaluative factor, or the dominant factor in the making the recommendation.

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

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

- a. The proposal will serve as a basis for negotiating an agreement.
- 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 "D" thru negotiations the Agreement shall remain in effect for a period of one (1) year, but may be renewed, thru mutual agreement of both parties, for four (4) additional periods, each of one (1) year.

D.02 AGREEMENT

The selected proposer or proposers shall be required to negotiate a formal agreement, in a form acceptable to Manatee County, to provide, and deliver pre-manufactured transit bus shelters, plus such services as a site pad foundation, installation, or repair services as specified on a case by case basis. The desired term is an agreement renewable for up to four (4) Years, on a year to year basis with an option to extend the terms of the original agreement for an additional five (5) annual renewable periods, in a form acceptable to Manatee County.

Work shall be engaged as individual subcontracts to this agreement named "Work Assignment," when specified sites and configurations are determined. Each Work Assignment shall establish the details of the products and services to be provided, the maximum compensation to be paid upon completion of that Work Assignment, and the date of completion of the work.

The Manatee County Board of County Commissioners will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Board of County Commissioners shall determine if award of the agreement is to be: considered; rejected and direct further negotiations; rejected and terminate negotiations; or accepted, authorizing the chairman to execute the agreement.

The Agreement shall comply with Federal Grant stipulations as may be determined by the Federal Transportation Agency. Note: Attachment "D" is an excerpt of 24 CFR Section 85.36 which relates to Federal Grants and specific terms.

SECTION E: SCOPE OF SERVICES

E.01 BACKGROUND

Manatee County Area Transit Division is continually striving to improve service to our customers. Recent public workshops and onboard rider surveys were performed. Those in attendance at the public workshops and those riders surveyed listed bus shelters and other bus stop amenities as a high priority of needs for the transit system. In recent years MCAT has installed approximately 90 bus shelters throughout Manatee County. Funding for these shelters is provided from the Federal Transit Administration Grant 5307 Appropriation. Our goal is to install an additional fifty (50) bus stop shelters, benches and trash receptacles within the next two years.

E.02 GENERAL SCOPE OF SERVICES

Installation work hours shall be Monday thru Friday, 8:00am to 4:00pm.

Manatee County anticipates, however does not guarantee, the purchase of approximately fifty (50) shelters per this contract, the proposer shall base his price accordingly.

Providing of pre-manufactured bus shelters, and additional services such as a concrete pad, installation, or repair services as specified on a case by case basis. Manatee County Area Transit Division shall determine all site locations, shelter configurations, and pad requirements.

All Pre-Manufactured Bus Shelters, their components, accessories, and options must meet all Local, State, and Federal regulations.

Site locations shall vary. **Attachment "E" Map of Current Bus Services** lists the current Manatee County Bus Routes. This Map is provided for **reference only**.

**PROPOSAL SIGNATURE FORM
RFP #09-0694BG**

Firm Name

Mailing Address:

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his (her, their) authority to submit this proposal and to bind the firm herein named to perform as per agreement. 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 **PRE-MANUFACTURED TRANSIT BUS SHELTERS** for Manatee County, according to the requirements of this **RFP #09-0694BG**.

Signature

Witness Signature

Name and Title of Above Signer

Name and Title of Above Signer

Date: _____

Date: _____

Address of any branch office
Proposed to service Manatee County other than above

Name and Title of Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

ATTACHMENT "A"

RESOLUTION R-93-22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, IMPLEMENTING §3-101(7)3(1) OF THE MANATEE COUNTY PROCUREMENT CODE (ORDINANCE 84-02 AS AMENDED) TO ESTABLISH MINIMUM REQUIREMENTS FOR BIDDERS WITH RESPECT TO MAINTAINING A DRUG FREE WORKPLACE; REQUIRING WRITTEN CERTIFICATION TO THE COUNTY OF COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Manatee County recognizes that substance abuse is a complex societal problem that continues to threaten the welfare of the residents and community; and

WHEREAS, the Board of County Commissioners considers substance abuse on the job to be an unsafe and counter-productive work practice; and

WHEREAS, consistent with its policy to promote a safe work environment and encourage personal health for all citizens of Manatee County, the Commission finds it necessary to combat substance abuse in the workplace by promoting education and awareness; and

WHEREAS, consistent with the Drug Free Workplace Act (§112.0455, Florida Statutes) and policies applicable to Manatee County employees pursuant to Resolution R-93-10, the Board of County Commissioners of Manatee County has determined that it is necessary and in the best interest of the County to adopt the drug free workplace requirements for persons or entities contracting with Manatee County; and

WHEREAS, §3-101(7)B of the Manatee County procurement Code (Ordinance 84-02, as amended) authorizes the adoption of requirements for maintaining a drug free workplace applicable to persons or entities bidding on contracts with Manatee County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee county, Florida, as follows:

1. **Certification Required:** No person or entity submitting a bid pursuant to §3-101 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, unless such person or entity has submitted a written certification to the county that it will provide a drug free workplace by:

- a. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in §893.02(4), Florida statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- b. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of it's policy containing the foregoing elements (i) through (iv).
- c. Notifying the employee in the statement required by subsection 1. that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- d. At all times pertinent to the performance of any contract with Manatee County, notify the county within ten (10) days after receiving notice under

subsection c. from an employee or otherwise receiving actual notice of such conviction.

- c. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
 - f. Making a good faith effort to continue to maintain a drug free workplace through implementation of sections a. through e. of this subsection.
2. **Severability.** If any part, section, subsection, or other portion of this Resolution, or any application thereof to any person or circumstances declared to be void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Resolution, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect.
3. **Effective Date.** This Resolution shall take effect ninety (90) days after adoption by the Board of County Commissioners.

ADOPTED in open session by a majority of the duly elected Board of County Commissioners of Manatee County, Florida, this 2nd day of February, 1993.

**ORIGINAL DOCUMENT SIGNED BY BOARD OF COUNTY COMMISSIONERS
CHAIRMAN MS. LARI ANN HARRIS ON FEBRUARY 2, 1993 AND IS ON FILE AT
MANATEE COUNTY CLERKS OFFICE.**

ATTACHMENT B

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

ATTACHMENT B (Cont'd.)

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____

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

Notary Public Signature My commission expires _____

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

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 Article, 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.

ATTACHMENT "D"

Excerpt from 24 CFR Section 85.36

- (1) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) 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 (Pub. L. 94-163, 89 Stat. 871).

ATTACHMENT "D"
CONTRACT PROVISIONS
REQUIRED BY LAW AND REGULATION

D-1-1 GENERAL

No member of the governing body of the locality in which the project area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carry out of the project to which this contract pertains, during his tenure or one year thereafter, shall have any personal interest, direct or indirect, in this contract.

No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of this contract or to any benefit to arise here from.

The contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his service hereunder. The contractor further covenants that, in the performance of this contract, no person having any such interest shall be employed.

D-1-2 NONDISCRIMINATION ON THE BASIS OF HANDICAP

The contractor shall assure that all equipment comply with applicable regulations regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at 49 CFR, Part 27, and any amendments thereto.

D-1-3 ACCOMMODATIONS FOR THE PHYSICALLY HANDICAPPED

FTA assisted construction, designs, and alterations shall be undertaken in accordance with and meet the requirements of the provisions of General Services Administration (GSA) regulations set forth at 41 C.F.R. Subpart 101-19.6, unless an exception is granted in writing by FTA or a waiver is granted in writing by GSA. The contractor shall ensure that all fixed facility construction or alteration and all new equipment included in the project shall comply with Department of Transportation regulation "Nondiscrimination on the Basis of Handicap in Programs and Activities, Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any amendments thereto that may be issued.

ATTACHMENT "D"

MINORITY BUSINESS ENTERPRISE (MBE)

D-1-4 MBE REGULATIONS

Upon award of the contract, the contractor shall be responsible for meeting the requirements regarding participation by Minority Business Enterprises (MBE) in Department of Transportation programs set forth at 49 CFR, Part 23, and shall comply with any regulations issued to implement P.L. 100-17, Section 106(c), April 2, 1987.

MBE Policy:

It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the MBE requirements of 49 C.F.R. Part 23 apply to this agreement.

MBE Obligation:

The contractor agrees to ensure that minority business enterprises as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

Sanctions for Violations:

Failure of the contractor or subcontractor to carry out the requirements set forth in 49 C.F.R. Section 23.43(a) shall constitute a breach of contract and, after the notification of the Department of Transportation, may result in termination of the contract by Manatee County or such remedy as Manatee County deems appropriate.

If at any time Manatee County has reason to believe that the contractor and subcontractor are in violation of its obligations under the MBE contract provisions, or has otherwise failed to comply with the provisions thereof, Manatee County may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but not be limited to, on or more of the following:

1. The suspension of any payment or part thereof until such time that compliance is demonstrated.

ATTACHMENT "D"

2. The termination or cancellation of the contract in whole or in part unless compliance is demonstrated within a reasonable time.
3. The denial of that contractor to participate in any further FTA funded contracts awarded by Manatee County.

Condition:

Manatee County requires each transit coach manufacturer, as a condition of being authorized to bid and as a condition of responsiveness on this transit coach procurement in which FTA funds are participating, to certify that it has complied with the requirements of 49 C.F.R. 23.67.

1. The manufacturer may make this certification if it has submitted the goal required by 49 C.F.R. 23.67(b) and the FTA Administrator has either approved it or not disapproved it.
2. Compliance with the requirements of Sub Part D is enforced through 49 C.F.R. 23.68 compliance (not through the provision of Sub Part E).

TITLE VI CIVIL RIGHTS ACT OF 1964

D-1-5 ASSURANCE/CONDITION

1. **Assurance:** The Manatee County Board of County Commissioners, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
2. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - B. **Nondiscrimination:** The contractor, with regard to the work performed

ATTACHMENT "D"

by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Manatee County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Manatee County or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Manatee County shall impose such contract sanctions of the Federal Transit Administration that may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor under the contract until the contractor complies, and/or,
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **Incorporation and Provisions:** The contractor shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

ATTACHMENT "D"

The contractor shall take such action with respect to any subcontract or procurement as Manatee County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of direction, the contractor may request Manatee County to enter into such litigation to protect the interests of Manatee County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ENVIRONMENTAL, RESOURCES, AND ENERGY PROTECTION AND CONSERVATION REQUIREMENTS COMPLIANCE WITH ENVIRONMENTAL STANDARDS

D-1-6 ENVIRONMENTAL POLICY

The National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq.; Section 14 of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. app. Section 1601 et seq.; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the FHWA/FTA regulation, "Environmental Impact and Related Procedures," 23 C.F.R. part 771, as amended, are applicable to this project.

Manatee County and the contractor who is awarded the contract shall comply with the provisions of the Clean Air Act, as amended, (42 U.S.C. Section 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and implementing regulations, in the facilities which are involved in the project for which federal assistance is given. Manatee County and the contractor shall ensure that the facilities under ownership, lease, or supervision, whether directly or under contract, to be utilized in the accomplishment of the Project, are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued pursuant to Federal Statute or regulation.

The contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Section 1368), Executive Order No. 11738, EPA regulations (40 CFR, Part 15). Manatee County and the contractor shall be responsible for reporting any violations to the government (FTA) and to the EPA Assistant Administrator for Enforcement. In addition, Manatee County shall notify FTA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

D-1-7 AIR POLLUTION

The bidder shall assure that the transit coach is or will be designed and equipped to limit air pollution as provided in accordance with the external operating manual and in

ATTACHMENT "D"

accordance with all other applicable standards.

No facilities or equipment shall be acquired, constructed, or improved as part of the project unless the contractor assures that they are (or will be) designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of air Pollution from New Motor Vehicles and New Motor Vehicle Engines; Test Procedures for Light-Duty Vehicles and Light-Duty Trucks and Selective Enforcement Auditing of New Light-Duty Vehicles, Light-Duty Trucks and Heavy-Duty Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600; in accordance with applicable federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with appropriate FTA directives and all other applicable standards.

D-1-8 ENERGY CONSERVATION

The contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 C.S.U. Section 6321 et seq.

D-1-9 EQUAL EMPLOYMENT OPPORTUNITY

The contractor, in connection with carrying out this contract, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

D-1-10 COMMERCIAL VESSEL REQUIREMENT

Pursuant to regulations published by the Secretary of Commerce at 46 U.S.C. Section 1241(B)(1) and 46 C.F.R. Part 381, Manatee County has agreed to insert the following clauses in all contracts let by Manatee County under which equipment, materials or commodities may be transported by ocean vessel to carry out the project.

The contractor agrees:

1. To utilize privately owned United States flag-commercial vessels to ship at least fifty (50%) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to 46 C.F.R. Part 381 to the extent such vessels are available at a fair and reasonable rate for United States flag-commercial vessels.
2. To furnish within thirty (30) days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United State, a legible

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copy of a rated, "On-Board" commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A above to Manatee County (through the prime contractor in the case of subcontracting bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

D-1-11 BUY AMERICA REQUIREMENT

Each third party contract utilizing FTA funds obligated after January 6, 1983, must comply with Section 165 of the Surface Transportation Act of 1982, P.L. 97-424, 49 U.S.C. Section 1601, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and FTA Regulations at 49 C.F.R. Parts 660 and 661 and any guidance issued by FTA. Each third party contract resulting from a solicitation issued on or after April 1, 1987, shall conform to the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. 100-17, Section 337, April 2, 1987, and any implementing regulations issued thereunder.

These specifications require, as a condition of responsiveness, that the bidder must submit with the bid a completed Buy America certificate indicating that the bidder will comply with the requirements of Section 165(a) and the regulations noted above.

It is presumed that the bidder who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of the 18 U.S.C. 1001.

A Buy America Certificate must be completed and submitted by all bidders. A waiver from the Buy America Provision may be sought from FTA by Manatee County if grounds for the waiver exist. A bid which does not include the certificate will be considered non-responsive.

D-1-12 PATENT RIGHTS

1. If any invention, improvement, or discovery of the contractor or any of its third party contractors is conceived or first actually reduce to practice in the course of or under this project, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the contractor shall immediately notify the government (FTA) and provide a detailed report. The rights and responsibilities of the contractor, third party contractors and the government with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

ATTACHMENT "D"

2. The provisions of this agreement shall be included in all third party contracts of the contractor under this project.

D-1-13 RIGHTS IN DATA

1. The term "subject data" which is used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retain in computer memory. Examples include, but are not limited to: engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, costs analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of this contract:
 - A. Except for its own internal use, the contractor may not publish nor reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.
 - B. As authorized by 49 C.F.R. Part 18.34, the FTA reserves a royalty-free, on-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - (1) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not copyright has been obtained; and
 - (2) Any rights of copyright to which the contractor purchases ownership with Federal assistance.
 - C. The contractor understands and agrees that, in addition to the rights set forth in Subsection 119.b.(2) of Part II of the Federal Transit Administration Agreement, Terms and Conditions, FTA may make available to any FTA recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the "subject data" derived under this contract or a copy of the "subject data" first produced under this contract.

ATTACHMENT "D"

- D. The contractor shall indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this contract.
- E. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- F. Subsections 119.b., 199.c., 119.d. of Part II of the Federal Transit Administration Agreement, Terms and Conditions are not applicable to material furnished under the contract; provided that such incorporated material is identified by the contractor at the time of delivery of such work.
- G. In the event that the project, which is the subject of this project, is not completed, for any reason whatsoever, all data developed under that project shall be come subject data as defined in Subsection 119.a of Part II of the Federal Transit Administration Agreement, Terms and Conditions and shall be delivered as the Government may direct.
- H. The requirements set out in this contract shall be included in all subsequent contracts of the contractor under this project.

D-1-14 BUS TESTING

The contractor shall comply with the bus testing requirements as set forth in Section 12(h) of the FTA Act, 49 U.S.C. Section 1608(h), and any implementing regulations issued thereunder.

D-1-15 PRE AWARD AND POST DELIVERY AUDIT

The contractor shall comply with any regulations that may be issued to implement Section 12(j) of the FTA Act, 49 U.S.C. Section 1608(j).

DEBARMENT AND SUSPENSION

- D-1-16 **Policy.** Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in any covered transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, neither FTA nor its recipients may enter into

ATTACHMENT "D"

any transaction with such debarred, suspended, or voluntarily excluded persons during such period.

Major third party contracts. Each potential contractor for a major third party contract (a contract that utilizes multiple subcontracts whose total aggregate value exceeds \$100,000) will complete the certification in Section A-3-5 for itself and its principals; and shall require every subcontractor to complete the certification in Section A-3-6 for itself and its principals.

TERMINATION

D-1-17

1. **Termination for Convenience.** Manatee County may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Manatee County to be paid. If the contractor has any property in its possession belonging to Manatee County, the contractor will account for the same, and dispose of it in the manner the County directs.
2. **Termination for Default.** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, and the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Manatee County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Manatee County that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Manatee County, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.
3. **Termination for Cost-Type Contracts.** Manatee County may terminate this contract, or any portion of it, by serving a notice of termination on the contractor. The notice shall state whether the termination is for convenience of the County or for the default of the contractor.
 - A. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from the County, or

ATTACHMENT "D"

property supplied to the contractor by the County. If the termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the contractor.

- B. If the termination is for the convenience of Manatee County, the contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.
- C. If, after serving a notice of termination for default, the County determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the County, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

D-1-18 NONDISCRIMINATION

Pursuant to 41 C.F.R. Section 60-1.4(b)(1) and Section 60-1.4(c). During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor shall insert the foregoing provision (modified only to show the particular contractual relationship) in all of its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials and construction contracts subject to the provisions of Section 115.a. of Part II of the Federal Transit Administration Agreement, Terms and Conditions, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial

ATTACHMENT "D"

supplies or raw materials.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Federal or federally-assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs 1. through 7. of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the Secretary of Labor or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is

ATTACHMENT "D"

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. Each nonexempt prime contractor and subcontractor will include the above paragraphs 1. through 7. in each of its nonexempt contracts.
9. Pursuant to regulations at 29 C.F.R. Part 5, the following provisions shall be incorporated in all federally-assisted nonconstruction contracts of \$2,500 or more:

The requirements of the clauses contained in 29 C.F.F. Section 5.5(b) or subsections 116.a.(10) through 116.a.(13) of Part II Terms and Conditions of the Federal Transit Administration Agreement, are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. Section 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contracts. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

D-1-19 PRIVACY

Should the contractor or subcontractor or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. Section 552a (the Act), imposes information restrictions on the party administering the system of records.

1. For purposes of the Privacy Act, when the contract involves the operation of a system of records on individuals to accomplish a Government function, the contractor, subcontractor and their employees involved therein are considered to be Government employees with respect to the Government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this contract will

ATTACHMENT "D"

make this contract subject to termination.

2. As used in this contract:
 - A. "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
 - B. "Record" means any item, collection or grouping of information about an individual that is maintained by the contractor on behalf of the Government including, but not limited to, his or her education, financial transactions, medical history, and criminal or employment history and that contains his or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or photograph.
 - C. "System of records" on individual means a group of any records under the control of the contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

3. The contractor agrees:
 - A. To comply with the Privacy Act of 1974, 5 U.S.C. Section 552a and regulations thereunder, when performance under the contract involves the design, development, or operation of any system of records on individuals to be operated by Manatee County, the contractor or its employees to accomplish a Government function;
 - B. To notify the Government when the contractor anticipates operating a system of records on behalf of the Government in order to implement the project, if such system contains information about individuals retrievable by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this contract until the necessary and applicable approval and publication requirements have been met. The contractor agrees to correct, maintain, disseminate and use such records in accordance with the terms of the Act, and to comply with all applicable terms of the Act;
 - C. To include in every solicitation and in every subcontract and sub-agreement when the performance of work under the proposed subcontract or sub-agreement may involve the design,

ATTACHMENT "D"

development, or operation of a system of records on individuals to be operated under that subcontract to accomplish a Government function, a Privacy Act notification informing the subcontractor that it will be required to design, develop, or operate a system of records on individuals to accomplish a Government function subject to the Privacy Act of 1974, 5 U.S.C. Section 552a, and Federal agency regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Subsections 125.c.(1) through 125.c.(4) of Part II of the Federal Transit Administration Agreement, Terms and Conditions, in all subcontracts under which work for this project is performed or which is awarded pursuant to this contract or which may involve the design, development, or operation of such a system of records on behalf of the Government.

D-1-20 COPELAND ACT

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

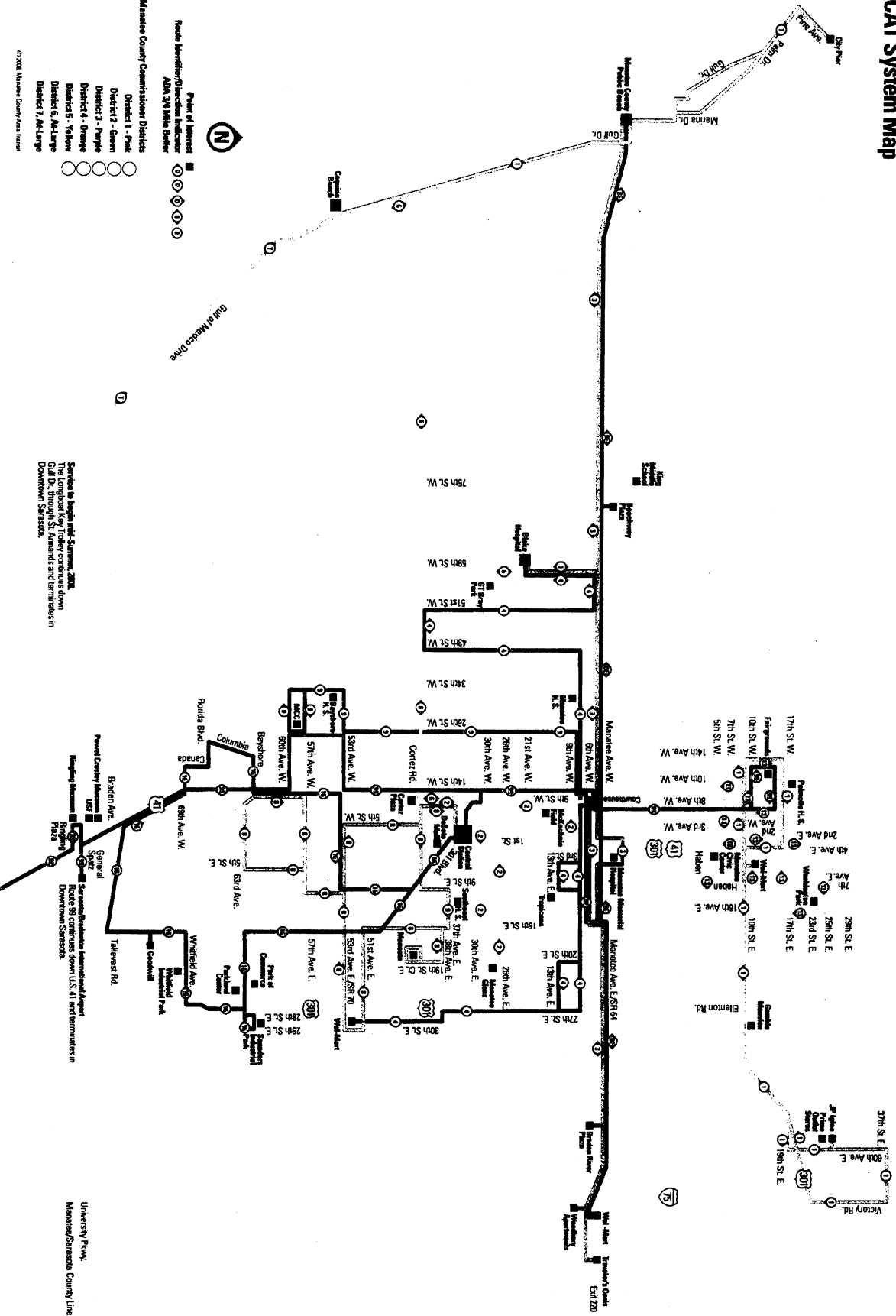
D-1-21 DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

D-1-22 RECORDS RETENTION

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

MCAT System Map



© 2008 Manatee County Area Transit

University Park,
Manatee/Sarasota County Line

ATTACHMENT "F"

General Decision Number: FL080065 07/25/2008 FL65

Superseded General Decision Number: FL20070068

State: Florida

Construction Type: Building

County: Manatee County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including four stories)

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUFL1990-022 01/25/1990

	Rates	Fringes
Air Conditioning & Heating Mechanic.....	\$ 6.55	
BRICKLAYER.....	\$ 7.78	
CARPENTER.....	\$ 6.55	
CEMENT MASON/CONCRETE FINISHER...	\$ 6.63	
ELECTRICIAN.....	\$ 6.88	
GLAZIER.....	\$ 6.55	
LABORER: Mason Tender.....	\$ 6.55	
LABORER.....	\$ 6.55	
PAINTER.....	\$ 6.55	
Plasterer tender.....	\$ 6.55	
PLASTERER.....	\$ 8.76	1.15
PLUMBER/PIPEFITTER.....	\$ 6.97	
Power equipment operators:		
Crane, Dragline.....	\$ 6.55	
Loader.....	\$ 6.55	
Tractor.....	\$ 6.55	
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 6.55	
Sheet metal worker.....	\$ 7.21	
TILE SETTER.....	\$ 6.71	

TRUCK DRIVER.....\$ 6.55

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT

"G"

FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

CONSTRUCTION SERVICES

Revised: October, 2005
Construction Services

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

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FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

Applicable to: Contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

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.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Applicable to: All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Use of United States-Flag Vessels. The Contractor agrees:

(1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

(3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicable to: All contracts.

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.

4. FEDERAL CHANGES

49 CFR Part 18

Applicable to: All contracts.

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 Agreement (Form FTA MA (6) dated October 1999) between City Utilities and FTA, 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.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: All contracts.

(1) City Utilities and Contractor acknowledge and agree 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) 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.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31, 18 U.S.C. 1001
49 U.S.C. 5307

Applicable to: All contracts.

(1) 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 CFR Part 31, apply to its actions pertaining to this contract. 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

7. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicable to: All contracts in excess of \$10,000.

(1) Termination for Convenience (General Provision): City Utilities may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City Utilities' best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City Utilities to be paid the Contractor. If the Contractor has any property in its possession belonging to City Utilities, the Contractor will account for the same, and dispose of it in the manner City Utilities directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City Utilities may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by City Utilities that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, City Utilities, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, City Utilities may terminate this contract for default. City Utilities shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies City Utilities in writing of the causes of delay. If in the judgment of City Utilities, the delay is excusable, the time for completing the work shall be extended. The judgment of the City Utilities shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

(4) Opportunity to Cure (General Provision): City Utilities in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City Utilities' satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City Utilities setting forth the nature of said breach or default, City Utilities shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City Utilities from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(5) Waiver of Remedies for any Breach: In the event that City Utilities elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City Utilities shall not limit City Utilities' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicable to: All contracts.

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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 (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 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.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will 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, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

Applicable to: All contracts.

(1) The Federal Fiscal Year Goal Has Been Set By City Utilities in an attempt to match projected procurements with available qualified disadvantaged businesses. City Utilities' goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by City Utilities as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, City Utilities may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and City Utilities that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract. It is also the policy of City Utilities to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement.

In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of City Utilities to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City Utilities procurement activities are encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, City Utilities may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in City Utilities' Disadvantaged Business Enterprise Program document.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City Utilities' DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of City Utilities and will be submitted to City Utilities upon request.

(e) City Utilities will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern --

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- vi. Women;
- vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Applicable to: *Construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located behind the bid form.

11. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicable to: Only to construction of new buildings or additions to existing buildings.

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.

12. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicable to: All contracts and subcontracts which exceed \$100,000.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicable to: Contracts for construction, architectural and engineering, acquisition of rolling stock, professional service contract, operational service contract, and turnkey contracts which exceed \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The certificate titled *Certification Regarding Lobbying* must be completed and returned with your bid. This certificate is located behind the bid form.

14. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicable to: Contracts as described below.

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable)

(3) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(4) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(6) FTA does not require the inclusion of these requirements in subcontracts.

15. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicable to: All contracts exceeding \$100,000.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicable to: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicable to: Construction contracts over \$2000.

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - City Utilities shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, City Utilities may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three

years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to City Utilities. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees -** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The

ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a

person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - City Utilities shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Applicable to: All contracts and subcontracts which exceed \$25,000.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City Utilities. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City Utilities, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1E

Applicable to: All contracts in excess of \$100,000.

See City Utilities' General Conditions which are made a part of this contract.

21. RIGHT OF PROTEST

FTA Circular4220.1E

Applicable to: All contracts

If a Contractor has a grievance with a solicitation or award, they may protest to the Manager-Purchasing within 14 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the Manager-Purchasing at the following address:

Manatee County Government
Purchasing Manager
1112 Manatee Ave. W.
Bradenton, FL 34205
Fax: (941) 749-3034

The Manager-Purchasing will investigate the complaint and decide whether the complaint is justified and if so, what corrective action should be taken. All decisions by the Manager-Purchasing are final.

The Federal Transit Administration will only entertain a protest that alleges City Utilities failed to follow the stated protest procedures. Such protests to FT A must be filed in accordance with FTA Circular 4220.1 E.

23. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 E

Applicable to: All contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FT A Circular 4220.1 E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FT A 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 City Utilities requests which would cause City Utilities to be in violation of the FT A terms and conditions.

24. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of City Utilities or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

25. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

ATTACHMENT "H"

Pre-Engineered Modular Shelters Specification

Part I -- GENERAL

A. Description

1. This Specification covers the design, fabrication and installation of pre-engineered modular shelters.
2. The shelter shall protect against the environmental elements, and is intended to serve as a passenger waiting shelter, a smoker's shelter, or in general as a protection from inclement weather.

B. Manufacturer's Qualifications

Shelter framework, wall and roof panels, equipment and related hardware shall be furnished by a manufacturer regularly engaged in the manufacturing of such products for a minimum of five (5) years, and shall be of premium grade material, construction, and finish.

C. Submittals

The following drawings and documentation will be furnished:

1. Shop drawings shall show wall and roof panels; details of materials, fabrication and assembly; framing profiles; fastener types and locations, flashing, and seal details if applicable.
2. Erection drawings: Provide instructions and drawings, and develop erection procedures to enable field installation or repair of shelter.
3. Manufacturer's literature and data provide manufacturer's information for wall and roof panels, and all accessories and equipment furnished.

D. Applicable Publications

The publications listed below form a part of this specification.

1. Federal Specifications (Fed. Spec.):
 - a) QQ-A-200/9C(1)...Extruded aluminum members 6063-T5
 - b) HH-I-521B....Insulation board, Thermal, Semi-Rigid Polyurethane.
 - c) TT-S-001657....Sealants, Type 1.
2. American Society for Testing Materials (ASTM):
 - a) C-920-79....Elastomeric Joint Sealants Type S, Class 12, Grade NS
 - b) C-518....Insulation Board, Semi-Rigid Polyurethane.
 - c) E-84....Standards method of test for surface burning characteristics of building materials.
3. American National Standards Institute (ANSI): ANSI A58.1....Gravity and Lateral Loads Design.
4. Uniform Federal Accessibility Standards: FED-STD-795, 4/1/88.....4.13 Door Accessibility.
5. The Aluminum Association (AA): Designation System for Aluminum Finishes (March 1973).
6. International Conference of Building Officials, Uniform Building Code.
7. Public Law 101-336: Americans with Disabilities Act of 1990 (ADA).
8. Public Law 102-585: Veterans Health Care Act of 1992, Sec. 526, Attachment A: "Design Requirements for Detached Smoking Areas."

Part II -- PRODUCT

A. Framing

1. The shelter framework (columns, sills, and headers) shall be fabricated using 6063-T5 extruded aluminum members (Fed. Spec. QQ-A-200/9C(1)).
2. Extrusion shapes shall be engineered to provide a framework of adequate structural integrity to satisfy the uniform building code (UBC), and to meet the requirements for snow, wind, and seismic loading for the location(s) being considered. Wind speed minimum 140 mph.
3. Framing members shall be 2.5" x 2.5" x 1/8" thick square extruded aluminum tubes. Mullions shall be 1.5" x 2.5" x 1/8" thick extruded aluminum tubes. Larger framing members to be used when required.
4. The framework shall be assembled with only stainless steel and aluminum fasteners to prevent rusting or electrolytic interaction with framing members.
5. Shelter framing components, and the method of fastening them to the supporting foundations shall be capable of withstanding lateral loads per ANSI A58.1, the UBC, or applicable local building codes, whichever is more stringent.
6. Method of mounting shelter to concrete pad shall allow for up to 4" of slope adjustment.

B. Roof, Window, Wall Panels

1. Roof configuration shall be (choose 1):
 - a) thermoformed acrylic bubble dome(s), (choose) white or bronze, constructed in an integral fascia/gutter member, min. 1/8" thick and (choose) 2.5" or 6" fascia, and supporting loads listed herein.
 - b) barrel vault shape with 6mm bronze polycarbonate structured sheet, , constructed in an integral fascia/gutter member, min. 1/8" thick and (choose) 2.5" or 6" fascia, and supporting loads listed herein.

ATTACHMENT "H"

- c) standing seam metal roofing, gable or hip shape (bronze or other color – consult factory), constructed in an integral fascia/gutter gutter member, min. 1/8" thick and (choose) 2.5" or 6" fascia, and supporting loads listed herein.
 - d) metal flat pan with 6" fascia/gutter, constructed in an integral fascia/gutter gutter member, 6" high, and supporting loads listed herein.
2. Window panels shall be 1/4" thick, and secured to the framing structure with special extrusions to provide a safe weather-protective enclosure. Window color shall be (choose one): clear or bronze-tint (other tints available – consult factory). Window material shall be (choose one):
- a) tempered glass,
 - b) acrylic,
 - c) polycarbonate or
 - d) mar-resistant polycarbonate
 - e) translucent polycarbonate structured sheet
 - f) perforated panels
3. Wall and roof panels shall be sealed as required to provide a water-proof barrier in compliance with fed. spec. II-S-001657 using ASTM C-920-79 sealants.

C. Finish

Finish of extruded aluminum framework, in accordance with the Aluminum Association, shall be (choose one):

- 1. Class I anodized. Color shall be (choose one):
 - a. Dark Bronze anodized (standard)
 - b. Clear anodized
 - c. Black anodized
 - d. Blue anodized
- 2. Powder-coated. Color selected from standard RAL color chart

D. Guarantee

Materials and workmanship shall be guaranteed for one year, starting on the day of acceptance.

Part III -- ERECTION

A. Delivery

The shelter unit shall be shipped in modular form, with detailed written and/or video instructions for installation.

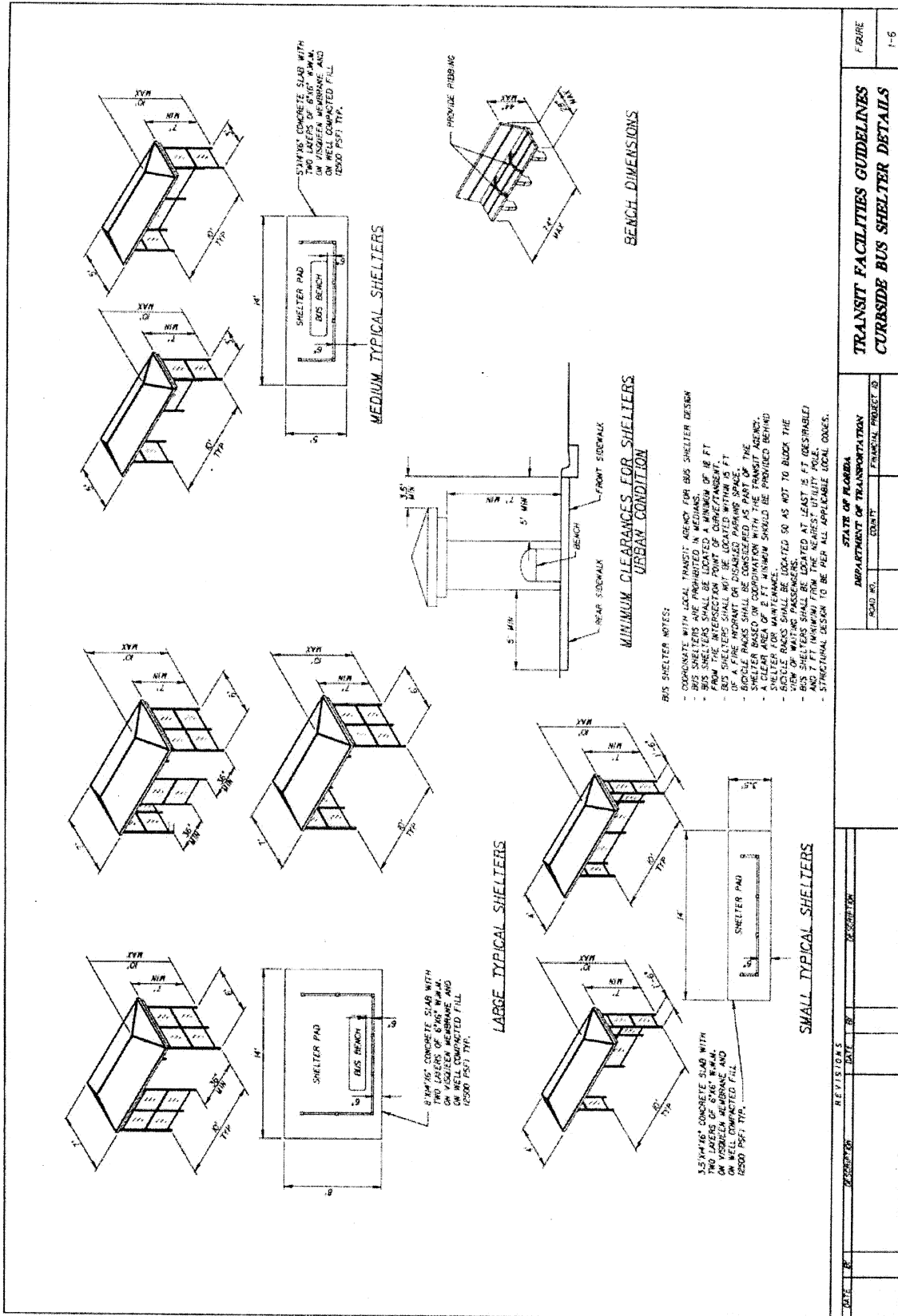
B. Erection

The manufacturer shall provide erection instructions complete with diagrams. Erection shall be performed by the manufacturer or his representative (option). The manufacturer shall guarantee the installation for a period of one (1) year from the date of acceptance.

C. Protection and Cleaning

Protect panels and other components from damage during shipping and erection, and until project is accepted by the customer.

ATTACHMENT "I"



ATTACHMENT "J"



