



**MANATEE COUNTY GOVERNMENT
 INVITATION FOR BID (IFB) #13-0677-OV
 DEMOLITION OF BLIGHTED/UNSAFE STRUCTURES**

STRUCTURE	PHASE 9 – RESIDENTIAL	PID #
A	5711 19 th Street East, Ellenton, FL	821200003

Manatee County, a political subdivision of the state of Florida, (hereinafter "Manatee County" or the "County" or "Owner") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the state of Florida or authorized to conduct business in the state of Florida.

NON-MANDATORY INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an **Information Conference** will be held **January 3, 2013 @ 10:00 AM.**
Location: Manatee County Administrative Center, 1112 Manatee Avenue West, 8th Floor (Staples Conference Room) Bradenton, Florida 34205.

NOTE: Article B.05 Inspection of Site (page14) – All potential Contractors, It is mandatory that a site visit be performed at the location to familiarize yourself with the full scope of the demolition site.

The demolition site listed above and on the Bid Form is accessible for inspection.
Inspection of the site is a requirement to be considered for award.

DEADLINE FOR CLARIFICATION REQUESTS: January 4, 2013

TIME AND DATE DUE: January 10, 2013 at 2:00 PM at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

Important Note: Lobbying is prohibited (reference Bid Article A.08).

This project is funded through the Neighborhood Stabilization Program, a component of the Housing Economic and Recovery Act of 2008. There are federal regulations applied to the duration of the project's lifecycle. Bidders shall comply with such requirements, as outlined in Section E, "Compliance With Federal Laws." Federal and State Guidelines for this procurement.

**FOR INFORMATION CONTACT:
 Olga Valcich, Construction Specialist
 (941) 749-3055, Fax: (941) 749-3034**

**Manatee County Financial Management Department
 Purchasing Division**

Authorized For Release: *DWW*



**IFB #13-0677-OV / DEMOLITION OF BLIGHTED/UNSAFE STRUCTURES
PHASE 9 - RESIDENTIAL**

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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be **publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

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

A.02 SEALED & MARKED

One original and two copies of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #13-0677-OV Demolition of Blighted/Unsafe Structures – Phase 9-Residential"** with your company name.

Address or deliver package to: Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.03 SECURING DOCUMENTS

Complete individual copies of the bidding documents for the project and/or products may obtained free of charge at **the Manatee County Administration Building, Suite 803, Purchasing Division, 1112 Manatee Avenue West, Bradenton, FL 34205 between the hours of 8:00 AM and 4:00 PM, Monday through Friday, (941-749-3014)**. Complete documents must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

A.04 BID DOCUMENTS

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

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

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

Note: The County posts the Notice of Source Selection seven (7) calendar days prior to the effective date of the Award.

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

A.05 MODIFICATION OF BID SPECIFICATIONS

If a Bidder wishes to recommend changes to the Bid specifications, the Bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the Bid specifications. Unless an addendum is issued, the Bid specifications shall remain unaltered. **Bidders must fully comply with the Bid specifications, terms, and conditions**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

January 4, 2012 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each Bidder shall examine all Invitation for Bid 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 Invitation for Bids shall be made through the Manatee County Purchasing Division. 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.

A.07 CLARIFICATION & ADDENDA (Continued)

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to “Planholders” on this web service, and post the documents on the Purchasing web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids and Proposals” button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.08 LOBBYING

After the issuance of any Invitation for Bid, prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid. This prohibition begins with the issuance of any Invitation for Bid, and ends upon execution of the final Contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

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

A.09 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given Bid specifications and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

- a. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate Bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

In the event the County determines that a Bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the Bid. The County reserves the right to reject as non-responsive any presumptive unbalanced Bids where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded Bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the Work or otherwise creating an appearance of an under-capitalized Bidder.

In the event the County determines that a Bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, Bids, price lists, letters of intent, etc., which the Bidder obtained and upon which the Bidder relied upon to develop the pricing or acquisition timing for these Bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded Bids where the Bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Contractors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that Contractor. b) After the responses to a solicitation are opened or a selection has been determined, but before a Contract is signed, a Contractor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the date and time set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the Bids have been duly accepted by the County.

A.13 BID EXPENSES

All expenses for making Bids to the County are to be borne by the Bidder.

A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the Bid of the lowest responsive, responsible Bidder will be accepted, unless all Bids are rejected. The lowest responsible Bidder shall mean **that Bidder who makes the lowest Bid to sell goods and/or services of a quality which** meets or exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.15 APPLICABLE LAWS

Bidder 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 Ordinance as amended. Any actual or prospective Bidder 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 Manatee County Code of Laws.

A.16 COLLUSION

By offering a submission to this Invitation for Bid, the Bidder certifies that he has not divulged, discussed or compared their Bid with other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

A.16 COLLUSION (Continued)

- a. any prices and/or cost 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 Bidder or with any competitor;
- b. any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor;
- c. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition;
- d. the only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid 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 or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this Bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

By submitting a Bid, the Bidder represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in its Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all Bid specifications, terms and conditions.** Failure to comply shall result in Contract default, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.19 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the Bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Bidder to the submitted Bid.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute (F.S.) § 287.133, may not submit a Bid, Proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, Proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, Proposals or replies on leases of 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 F.S. § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to Contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached for this purpose.

A.21 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the price used in determining Award.

A.22 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Contractor is prohibited from delineating a separate line item in his Bid for any sales or service taxes. Nothing herein shall affect the Contractor's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.24 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 an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure 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 or national origin in consideration for an Award of Contract.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

A.28 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid becomes "Public Records", and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

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

Based on the above, Manatee County will receive Bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on www.mymanatee.org.

A.29 SECTION 3 REQUIREMENTS

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Bid Article E.02 for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 25% of the total cost all subcontracts for Section 3 covered contracts to Section 3 business concerns.
3. A combination of 1 and 2 above

Demonstrating Compliance with Section 3 Resident Requirements

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least thirty percent (30%) of newly created positions required for the project:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)

A.29 SECTION 3 REQUIREMENTS (Continued)

- ii. Participants in HUD Youthbuild Programs (category 2 residents)
- iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
- iv. Other Section 3 residents

Demonstrating Compliance with Section 3 Business Requirements

All prime contractors must attempt to award subcontractors to Section 3 businesses whenever feasible, as prioritized below:

- i. A business that is 51% or more owned by Section 3 residents; or
- ii. a business whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the business where Section 3 residents; or
- iii. A business that provides evidence of a commitment to sub-contract in excess of 25% of the dollar award of all sub-contractors to be awarded to businesses that meet the qualifications set forth in paragraphs 1 and 2 above.

Manatee County is required to document Section 3 employment/training opportunities annually, on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 60002. Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents.

For assistance in obtaining Section 3 status, contractors may contact the Manatee County Neighborhood Services Department (Bill O'Shea) at (941) 748-4501, extension 6858 for information. Section 3 status is not a requirement for award of this contract, but will be given preference in award evaluation.

A.30 E-VERIFICATION

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the State Agency.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

SECTION B
BASIS OF AWARD

B.01 BASIS OF AWARD

Award, with preference given to certified Minority or Woman Business Enterprises and Section 3 businesses (MBE/WBE/SEC3), shall be to the responsive, responsible bidder(s) meeting specifications and **having the lowest Total Bid Price for the Work for each site** as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in this Bid Document to the County's satisfaction within the prescribed time. **Inspection of the project site is a prerequisite for award.**

Based upon the requirements of the Community Development Block Grant, the bid received from a MBE/WBE/SEC3 shall be given preference in award, if it is reasonable and no more than 10% higher than the bid of the lowest responsive bid from any qualified bidder. If no responsive bid received by a MBE/WBE/SEC3 is within 10% of the lowest responsive bid from any qualified bidder, the award shall be made to the qualified bidder with the lowest responsive, responsible bid.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a MBE/WBE/SEC3 shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a certified MBE/WBE/SEC3 business, the bid received from a local business shall be given preference in award. If neither of the tie bids received are from a MBE/WBE/SEC3 or a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

B.02 QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor or an Underground Utility Contractor pursuant to the terms of Florida Statutes Chapter 489 on the day the Bid is submitted, and who has continuously held that certification or registration for a period of at least two (2) consecutive years immediately prior to the day the Bid is submitted, may be qualified to bid on this project. In the event that a Bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in F.S. 489.119(2), then the Bidder shall only be qualified to bid on this project if: 1) the Bidder (the business organization) is on the day the Bid is submitted, and for at least two (2) consecutive years immediately prior to the day the Bid is

B.02 QUALIFICATIONS OF BIDDERS (Continued)

submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the Bidder, on the day the Bid is submitted,

has a certified or registered Qualifying Agent, as required by F.S. 489.119, and that Qualifying Agent has been the same Qualifying Agent of the Bidder for a period of at least two (2) consecutive years immediately prior to the day the Bid is submitted.

A complete list of all Subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those Subcontractors considered satisfactory by the County.

Residential Demolition Contractors shall be State Certified or hold a current Certificate of Competency Card in Manatee County as a Class "A", "B", or "C" Licensed Contractor and shall be a Manatee County locally licensed demolition Contractor.

Vendor shall be required to furnish a survey, site plan, or structural information of the structure to be demolished when obtaining the permit.

Proof of Certification shall be provided with the bidding document.

All Prime Contractors and subcontractors identified in the bid submittal must register with Suncoast Workforce, an employer recruiting service organization. Contractors should contact Peter Kiziu at the Suncoast Workforce Office. Office located at 3030 University Parkway, Sarasota, FL 34243 phone: (941) 358-4080, Ext. 3136, cell: (941) 586-3548, fax: (941)-358-2944. Email: PKIZIU@Suncoastworkforce.org.

Proof of registration must be included in the bid submittal.

To be considered for award of this project, the contractor shall not be debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire included herein.

B.02 QUALIFICATIONS OF BIDDERS (Continued)

Manatee County will not consider award to any contractor who has failed to meet a project completion date within the past year.

B.03 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the prime Contractor from the full responsibility of the County for the proper completion of all Work to be executed under this Contract.

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

B.04 PREPARATION OF CONTRACT

A written notice confirming Award or recommendation thereof will be forwarded to the successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Administrative Standards and Procedures Manual approved by the County Administrator).

B.05 INSPECTION OF SITE

Inspection of the site is a requirement to be considered for award of this Contract. Prior to submitting a Bid Form, each Bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any Work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section G, Bid Form page no. 33

SECTION C
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of a purchase order.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 PAYMENT

Contractor may apply for partial payment on monthly estimates, based on the amount of work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County.

In accordance with the Prompt Payment Act, F.S. § 218.735(7), a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Contract, up to sixty (60) calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

C.03 PAYMENT (Continued)

The final Contract completion date must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the awarded Contractor by the agreed upon date, the Contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the Contractor. Any periodical pay estimate signed by the Contractor shall be final as to the Contractor for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and Subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, Subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract documents.

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all Work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

C.04 ROYALTIES AND PATENTS

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

C.05 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal or state of Florida rules, regulations or other requirements, as each may apply.

If required, submit "EPA NESHAPS 10 Working Day Notice of Demolition Project" form and corresponding fees to the local Florida Department of Environmental Protection Southwest District Office.

C.06 CANCELLATION

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract.

C.07 INDEMNIFICATION

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.08 INSURANCE

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to Purchasing within ten calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

C.08 INSURANCE (Continued)a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

c. Business Auto Policy – ANY AUTO

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

C.08 INSURANCE (Continued)**e. Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project.

Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 30 days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

SECTION D
SPECIFICATIONS

D.01 THE WORK

The Work includes the demolition of **residential** structures as identified on the Bid Form which have been declared blighted or those that exhibit objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare, and are in violation of Manatee County Unsafe Structure Ordinance 01-69. The demolition, when completed, shall have included, from work site, the removal of all debris, rubble, or residue; therefore, providing a graded site that is safe and free from building debris, unless otherwise specified. Photocopies of structures are attached for reference. It is the bidder's responsibility to view the site prior to submitting bid.

Manatee County will require an asbestos survey to be performed by a Licensed Asbestos Abatement Contractor or subcontractor for each structure listed on the Bid Form. Any asbestos abatement required will be the responsibility of the contractor.

Any and all work associated with the removal of existing asbestos shall be performed by a Licenses Asbestos Abatement Contractor or subcontractor registered in the State of Florida.

D.02 PERMITS, LICENSES, AND REGULATIONS

All County permits and licenses necessary for the progression of the Work shall be secured and paid for by the contractor. Contractor shall be required to furnish two copies of the survey, a detailed site plan, or structural information of the structure to be demolished when obtaining the permit.

The contractor will complete the County's Landfill Waste Shipment Record Form and submit the forms to the Landfill operator with each load. If required, submit EPA NESHAPS 10 Working Day Notice of Demolition Project" form and corresponding fees to the local Florida Department of Environmental Protection Southwest District.

D.03 CONTRACTOR'S RESPONSIBILITIES

1. **On the day of demolition, the contractor shall contact Ms. Lorraine Caruso, Code Enforcement Officer II, Building and Development Services at (941)748-4501 extension 6914 for a final walk-thru and to receive a demolition order to proceed with the demolition.**
2. It will be the contractor's responsibility to complete and oversee any required abatement in accordance with applicable laws and regulations.
 - 2a. **Manatee County will provide payment to the contractor via a change order to the purchase order for any required abatement services. For payment, the Contractor will provide Manatee County with the completed survey and an original invoice showing the cost for abatement.**

D.03 CONTRACTOR'S RESPONSIBILITIES (Continued)

3. All disconnects must be terminated at point of attachment in accordance with Manatee County code and inspected by Manatee County Building Inspections prior to cover-up. Removal of septic system is per the Manatee County Health Department and includes tank and drain field and any necessary backfilling. Water wells, storage tanks, and hazardous materials shall be addressed as per the requirements of the Manatee County Natural Resources Department at 941-742-5980. Asbestos to be addressed by the contractor per the Environmental Protection Agency, Florida Statute 469, and the 2007 Florida Building Code.
4. Demolition is to include the removal of all structures, all accessory buildings as specified, any slab, footing, foundation, deck, porch, driveways, or other pavement up to the street except for paved sidewalk. Upon completion of demolition, Contractor will provide fill dirt and grade the property work area so not to allow for ponding of water. The property work area shall be graded to restore existing elevations and shall be free of debris.
5. Contractor shall furnish all tools, labor, equipment, and permits necessary to fully complete the work as specified for each site awarded; and must have or have access to equipment as required to properly complete the work. **All equipment operators must be qualified and licensed (if required) to operate any assigned equipment.**
6. All building materials, trash, and debris is the responsibility of the contractor and must be kept contained and removed from the property at the conclusion of the demolition. Debris loads shall be covered when transporting debris or fill which may spill, blow, or fall out of vehicles. Debris shall be properly disposed of in a permitted landfill or recycled in compliance with laws and regulations. Sweep dirt and debris from the sidewalk and street that accumulate during loading.
7. Contractor is responsible for the protection of the adjoining property's fences, trees, curb and gutter, and any other improvements from damage by the contractor's equipment and employees. The contractor shall not place excess debris, equipment, or any other material outside the street right-of-way without written permission from the property owner or Manatee County. Any reported damage (and the repair) to other lots, rights-of-way, roads, or the property of others caused as a result of this work shall be the responsibility of the contractor.
8. Contractor and his personnel shall conduct themselves in a professional manner with all work being performed in a safe and workmanlike manner to insure the protection of persons and property.

D.03 CONTRACTOR'S RESPONSIBILITIES (Continued)

(continued) The work, which may include the provision of adequate signs, barricades, flashing lights, flagmen or watchmen, shall be accomplished with the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the County and proper governmental authority.

D.04 COMPLETION OF WORK

All work shall be performed between the hours of 7:00 A.M. and 6:00 P.M. (No Sundays) with precautions intact to control noise emitted by equipment to acceptable levels so as not to cause a nuisance to the public.

The awarded contractor(s) shall provide all insurance certificates and any other required information within five calendar days of notification. Work shall be complete, ready for final inspection within ten calendar days after notice to commence work.

When work is completed, contractor shall contact Ms. Lorraine Caruso, Code Enforcement Officer II, Building and Development Services at (941) 748-4501 extension 6914 for a final inspection to approve the work prior to final payment.

D.05 CONTRACTOR'S PERSONNEL

The employment of unauthorized aliens by any vendor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

D.06 FLORIDA POWER & LIGHT and PEACH RIVER ELECTRIC NOTIFICATION

Manatee County Building and Development Services Department will notify Florida Power & Light or Peace River Electric to disconnect power service when applicable, prior to scheduled demolition.

The contractor(s) shall contact Cindi Blake, Permitting Division Services Manager at (941) 749-3078, Extension 3802 to arrange for a power disconnect in advance of demolition.

SECTION E
COMPLIANCE WITH FEDERAL LAWS

E.01 GENERAL PROVISIONS

- a) Equal Employment Opportunity – Contractor is required to comply with EO 11246, “Equal Employment Opportunity,” as amended by E.O 11246, Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR, Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”; and
- b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c) Rights to Inventions Made Under a contract – Contractor shall comply with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD; and
- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to file the required certification for bids over \$100,000. 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 other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and

E.01 GENERAL PROVISIONS (Continued)

- e) Debarment and Suspension – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and
- f) Free Workplace Requirements – The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUDs rules at 24 CFR part 24, subpart F.

E.02 SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth

E.02 SECTION 3 CLAUSE(Continued)

- c) minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135; and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance; Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

E.03 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000

- a) A bid guarantee equivalent to five percent (5%) of the bid price is required. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument which must be submitted with the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified; and
- b) Performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract; and
- c) A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment is required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SECTION F
MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.01 VENDOR REGISTRATION

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

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

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

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

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941)749-3014 if you wish to have a purchasing staff member assist you.

Quick steps to on line registration: **www.mymanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

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

F.02 SECTION 2-26-6 LOCAL PREFERENCE, TIE BIDS, LOCAL BUSINESS DEFINED

1. Unless otherwise specified, whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.
2. Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.
3. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.
4. Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.
5. For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 - b. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
 - c. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
 - d. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;
 - e. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

7. To qualify for local preference under this section, a local business must certify to the County that it:
 - a. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
 - b. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
 - c. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. AUTHORIZED REPRESENTATIVE

I, [name] _____, am the [title] _____

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

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

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

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

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

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

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

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

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

(Notary Seal) Signature of Notary: _____

Name of Notary (Typed or Printed): _____

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

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

SECTION G
(Submit in Triplicate)
BID FORM / IFB #12-2382-OV

For: Demolition of Blighted/Unsafe Structures – **PHASE 8- Residential/**

**TOTAL BID PRICE: for Structure “A” 5038 9th Street West, Bradenton, FL
(PID #5481400009)**

\$ _____ / Number of Days to Demolition _____

For: Demolition of Blighted/Unsafe Structures – **PHASE 8- Residential -IFB #12-2382-OV**

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation For Bids.

We understand that the bid specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all reprocurement costs, damages, and attorney fees as incurred by the County.

Award shall be made to the lowest, responsive, responsible Bidder meeting specifications. Inspection of site(s) being bid is a prerequisite for award.

Proof required:

Registered with the Suncoast Workforce ___Yes ___No

Check each applicable certification you possess: ___MBE ___WBE ___SEC3___

Communications concerning this Bid shall be addressed as follows:

Print Person's Name:

Address: _____ Phone: _____

Date: _____ EMAIL: _____

COMPANY'S NAME: _____

AUTHORIZED

SIGNATURE(S): _____
Name and Title of Above Signer(s)

COMPANY'S MAILING

ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

Acknowledge Addendum Nos. _____ Dated: _____

Acknowledge Addendum Nos. _____ Dated: _____

Bidders: Please ensure you are submitting the following with your bid:

1. Proof of registration with Suncoast Workforce Office
2. MBE/WBE/SEC3 must provide proof of certification
3. Section G Bid Form pages 31 – 36
4. Section H Certification Form pages 37– 40
5. Copy of license (s)

BID FORM – DEMOLITION PHASE 8 - RESIDENTIAL
(SUBMIT IN TRIPLICATE)

STRUCTURE “A”

ITEM	DESCRIPTION	LUMP SUM
1.	5711 19 th Street East, Ellenton, FL (PID#821200003)	\$
2.	Asbestos Survey	\$
TOTAL BID PRICE:		\$
Number of calendar days for completion:		

SITE INSPECTION PERFORMED BY: _____

Date: _____

BIDDER:

AUTHORIZED SIGNATURE:

Section G)
CONTRACTOR'S QUESTIONNAIRE
 (Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____

STATE OF INCORPORATION, IF
 APPLICABLE: _____

TELEPHONE NUMBER: () _____ FAX: () _____

2. Bidding as an individual: ____; a partnership: ____; a corporation: ____; a joint venture: _____

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of venturers and the same if any venturer is a corporation, partnership, or joint venture:

4. Your organization has been in business (under this firm's name) as a _____ for how many years? _____
 Years experience in demolition? _____

5. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (contact name, address, phone number) and why?

6. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

7. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

1. _____

2. _____

3. _____

8. What specific steps have you taken to examine the physical conditions at or contiguous to the site(s), including but not limited to, the location of existing underground facilities?

9. What specific physical conditions found will, in any manner, affect cost, progress, performance, or finishing of the work?

10. If any, list (with contract amount) WBE/MBE/SEC3s to be utilized, including self: (Attach separate sheet, if required)

11. What equipment do you own to accomplish this Work?

12. What equipment will you purchase/rent for the Work? (specify which)

13. List the following in connection with the Surety which is providing the Bond(s), if applicable:

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (_____) _____

SECTION H

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 5,
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 Official, 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 an 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.

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 Official. 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.

Drug Free Work Place Certification

SWORN STATEMENT

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

(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]

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.

SECTION "I"

STATEMENT OF NO BID
IFB #13-0677-OV – Demolition of Blighted/Unsafe Structures Phase 9 - Residential

If you do not intend to bid please return this form immediately:
See Front Page of Invitation for Bid for Contact Information.

We, the undersigned, have declined to bid on IFB#13-0677-OV, for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"

(Note: check all that apply to your no bid)

Other (specify below)

REMARKS PLEASE PRINT

Company Name _____

Company Address _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

NSP DEMOLITION PROJECT, PHASE 9

Description of Demolition Activities

1. 5711 19th Street East, Ellenton, FL PID# 821200003

- Demolish one block, one story residential structure (approximately 2,007 s.f.)
- Pricing to include all applicable permits and fees
- Cap municipal water and/or well
- Cap municipal sewer or obtain septic system abandonment permit/abandon septic system
- Remove and properly dispose of all demolition debris/structure contents from site
- Building and Development Services Department will notify FPL or Peace River prior to scheduled demolition

DEMOLITION ORDER

Date: December 4, 2012

Demolition Permit No:

Address: 5711 19th Street East Ellenton, FL

Unsafe Order # NSP105-4138

Parcel Identification # 821200003

Property Owner(s): Steve Sanford and Thomas O. Drew

This order provides sole authorization to _____ for the demolition and debris removal of the structures located at aforementioned property. No activity shall commence without the authorizing signature contained below.

X 

Carrell Dupre, CBO, CFM
Building Official
Manatee County Building Department

Date: 12/4/2012

PROPERTY APPRAISER

Manatee County | Manatee County | State

Main Property Search

Owner Address Parcel ID Advanced Map

PARID: 821200003
SANFORD STEVE

CURRENT RECORD
1 of 2

Return to Search Results

Legal Description

BEG AT THE SE COR OF BLK 10, PHILLIPS & ALLEN SUB (PB 1/308); TH W ALG THE S LN OF SD LOT 10, 154.5 FT; TH NLY, 122.85 FT TO A PT ON THE S LN R/W OF U.S. HWY 301, 157.75 FT WLY WHEN MEASURED ALG THE S R/W LN OF U.S. HWY 301, FROM THE E LN OF BLK 10; TH NELY ALG SD S R/W LN, 157.75 FT TO THE E LN OF SD LOT 10; TH S 170.65 FT TO THE POB; LESS R/W FOR U.S. HWY 301 (1946/4985) PI#8212.0000/3

GO

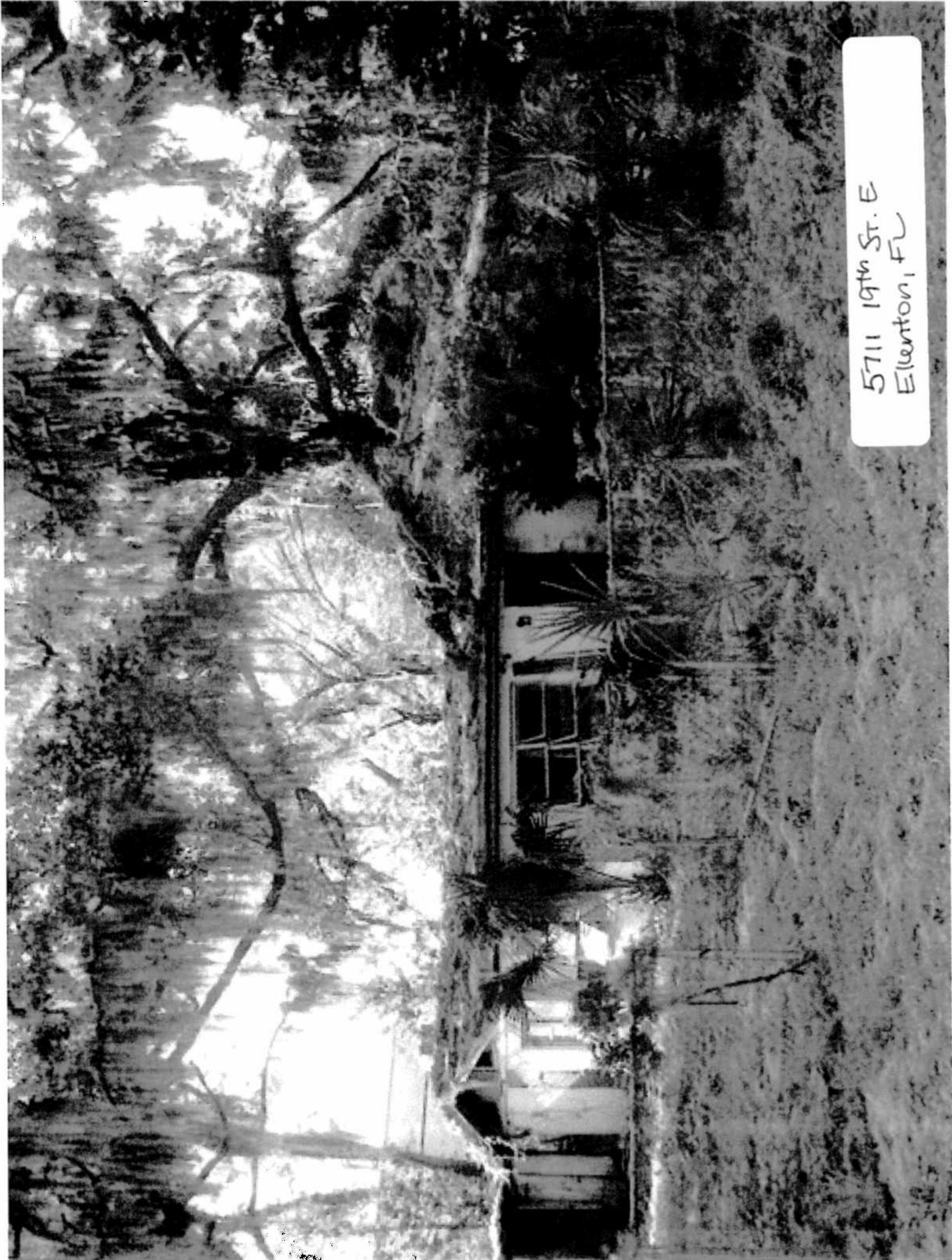
- Profile
- Values
- Sales
- Residential
- Commercial
- Out Buildings
- Permits
- Land
- Agriculture
- Sketch
- Exemptions
- Full Legal
- Estimating Taxes
- 2012 TRIM Notice
- 2012 Tax Bill
- GIS Map
- Classic Map

Printable Summary

Printable Version

Data Copyright Manatee County Property Appraiser's Office [Disclaimer] [Privacy Policy] Last Updated: 13 Dec 2012

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5711 19th St. E
Ellenton, FL



5711 19th St E-
Ellenton, FL

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Manatee County Community Development Block Grant Contractor and Subcontractor Report

Date: _____

Project Name: _____

Contractor/Subcontractor: _____
(circle one)

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____

Contractor /Subcontractor IRS Identification Number: _____

Contractor/Subcontractor DUNS Number: _____

Contractor/Subcontractor Race/Ethnicity: (Circle One)

1 – White American; 2 – Black American; 3- Native American

4 – Hispanic American; 5- Asian/Pacific American; 6 – Hasidic Jew

Minority Owned Business?: Yes No (Circle One, Attach Certification)

Women Owned Business?: Yes No (Circle One, Attach Certification)

Section 3 Contractor?: Yes No (Circle One)

Contracts/Subcontracts Awarded for this Project:

	Type Contract	
	Construction	Non-Construction
Total dollar amount of all contracts/subcontracts awarded		
Total dollar amount awarded to Section 3 businesses		
Percentage of the total dollar amount that was awarded to Section 3 businesses		
Total number of Section 3 businesses receiving contracts		

