



**MANATEE COUNTY GOVERNMENT  
INVITATION FOR BIDS  
(IFB) #09-1771MR  
GENERATOR TRANSFER SWITCH  
AT NOLAN MIDDLE SCHOOL**

**1112 MANATEE AVENUE WEST, SUITE 803, BRADENTON, FL 34205  
PHONE: 941.749.3044 FAX: 941.749.3034**

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<b>DUE DATE AND TIME FOR BIDS</b>	<b>OCTOBER 20, 2009, 3:00 PM</b>
<b>MANDATORY INFORMATION CONFERENCE @ NOLAN MIDDLE SCHOOL</b>	<b>OCTOBER 6, 2009, 9:30 AM</b>
<b>DEADLINE FOR CLARIFICATION</b>	<b>OCTOBER 12, 2009, 5:00 PM</b>

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

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This project is funded by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project's lifecycle. Bidders should be prepared to comply with such requirements, as outlined in Section F, "Compliance With Federal Laws." Federal and State Guidelines for this procurement will apply.

**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.07, Page 3. to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:  
Mary Ann Russell, Senior Buyer  
[maryann.russell@mymanatee.org](mailto:maryann.russell@mymanatee.org)  
Phone (941) 749-3044 - FAX (941) 749-3034

Authorized for Release

## A. INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

Bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 in the presence of County officials at the time and date stated. 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 arrangements shall be made for their return at the respondent's request and expense.

### A.02 SEALED & MARKED

One original and two copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-1771MR with your company name.

Address or deliver package to: Manatee County Purchasing Division, 1112 Manatee Avenue W., Suite 803, Bradenton, FL 34205.

### A.03 BID DOCUMENTS

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."

[http://public.mymanatee.org/rfp\\_post/controller?view=home](http://public.mymanatee.org/rfp_post/controller?view=home)

You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

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

Bidders may also use an internet service provider to obtain bids. A link to that service, <http://www.DemandStar.com>, is provided on the County website 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 calendar days prior to the effective date of the award.

**A.04 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 County in evaluating the request to modify the specifications. The County 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.05 DEADLINE FOR CLARIFICATION REQUESTS**

**Monday, October 12, 2009, 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 the Manatee County Purchasing Office.

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

**A.06 CLARIFICATION & ADDENDA**

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

If any addenda are issued to this Invitation for 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 Division's web page. 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.

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.07 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 Director 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.

#### **A.08 UNBALANCED BIDDING PROHIBITED**

Manatee County recognizes that large 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/market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

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

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.09 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, maintenance of traffic, etc., 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 create an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, the County will request the opportunity, 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 costs.

#### **A.10 BID EXPENSES**

All expenses for making bids to the County are to be borne by the bidder.

#### **A.11 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 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.12 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 conforms closest to or most 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.13 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 Code of Laws, 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 Chapter 2-26, Article VI of the Manatee County Code of Laws.

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

#### **A.14 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. 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.15 CODE OF ETHICS**

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bids.

#### **A.16 BID FORMS**

Bids must be submitted on attached County forms, although additional pages may be attached. Bidders must fully comply with all bid specifications, terms and conditions. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

**A.17 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the bidder, and 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.18 DRUG FREE WORK PLACE**

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose, and must be submitted with the bid package.

**A.19 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

Manatee County Code of Laws, Section 2-26, Article V prohibits the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose and must be submitted with the bid package.

**A.21 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.

If claiming MBE/WBE status, submit a copy of your certification in your response to this IFB.

**A.22 SECTION 3 REQUIREMENTS/SUMMARY REPORT (HUD FORM 60002)**

To the greatest extent feasible, all contractors and subcontractors must attempt to provide training and 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); and
- 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.

Section 3 employment opportunities must be documented on the Section 3 Summary Report, Economic Opportunities for Low- and Very Low Income Persons; Form HUD 600002, Attachment K.

**A.22 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.23 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. **51-02-027548-53C**); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

**A.24 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.25 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.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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



**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 inquires and responses to inquires related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than that time as provided by Florida Statue 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

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, a tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

**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.**

## B. GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions therein.

The transmitted purchase order shall serve as a Notice of Acceptance and Notice to Proceed per the schedule detailed in this Bid. Failure to comply with the conditions as set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to litigated damages, forfeiture of posted security and/or other possible penalties.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

The vendor by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The vendor's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

### B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor 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.

### B.05 INDEMNIFICATION

The successful vendor 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 Statutes Section 768.28.

**B.06 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.

**B.07 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

**B.08 PRICES & TERM**

The prices bid shall be used for payment and this price shall be deemed to include payment in full for all transportation, installation, labor and equipment, F.O.B. Destination, including all discounts in accordance with the Bid Form.

**B.09 PAYMENT**

Within forty-five (45) days after delivery of equipment, acceptance by the County, and the presentation of an invoice, County shall pay vendor total amount due.

**B.10 CANCELLATION**

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

**B.11 WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in material and/or workmanship. The factory warranty for the material provided shall become effective on the date of delivery and acceptance by the County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the County immediately upon written notice from the Purchasing official. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the County, acts of God, fires, floods, and hurricanes.

**B.12 INSURANCE**

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the

County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

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 Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

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

<u>\$1,000,000</u>	(Each Accident)
<u>\$ 500,000</u>	(Disease-Policy Limit)
<u>\$ 500,000</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.

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$ 500,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage	<u>\$1,000,000</u>
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Liability Combined Annual Aggregate (If Applicable) Three Times Each Occurrence Limit

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 bidder 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 Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director 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, including coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.**

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (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 vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

## C. SPECIFIC TERMS AND CONDITIONS

### C.01 PURPOSE

It is the intent of Manatee County to purchase a manual transfer switch and associated cabling for a 1250 KW generator to be installed at Nolan Middle School. Vendor shall furnish all labor, material, equipment and supervision needed to accomplish this purpose. This bid will provide all information for the execution of this purchase. All work including all aspects of delivery and installation shall be provided by the vendor. Bids will be accepted from licensed electrical contractors; subcontracting of fencing, generator rental, and asphalt work will be allowed.

The switch to be supplied is for a 1250KW rental generator which is delivered to the school in the event of emergency. The purpose of the generator is to provide power to the school, which is the site designated as the Manatee County shelter for Special Needs citizens.

In order to accomplish this work, vendor must provide at a minimum the material and labor for the transfer switch, cabling from the transformer to the generator site, burial of the cable and returning the site to its original state, a rental generator for load bank testing (including delivery, fuel, defueling, insurance and any other cost associated with the rental generator), permanent cabling, permanent and temporary security site fencing, and permits. The cabling to be provided by the vendor must be connected from the current source of power to the school's designated site for the generator unit. Engineer's drawings specific to this project are attached in 8 ½" X 11" format. Large scale updated drawings will be provided at the Information Conference.

### C.02 MANDATORY INFORMATION CONFERENCE, Tuesday, OCTOBER 6, 2009 ON SITE: NOLAN MIDDLE SCHOOL

A mandatory Information Conference is scheduled for October 6, 2009, 9:30 AM at Nolan Middle School, 6615 Greenbrook Blvd., Bradenton, FL 3202 (Highway 70 to Lorraine Road; turn south on Lorraine to Greenbrook Blvd). Vendors should meet in the school's front office. Manatee County Property Management personnel, School Board Personnel, Building Engineer, Neighborhood Services Personnel and County Purchasing will be in attendance.

### C.03 DELIVERY TIME

Delivery time is critical to this project and must be completed within the timeframe specified by the Manatee County School District to coincide with the school's scheduled winter break. Dates for installation are: December 19, 21, 22, 23, 28, 29, 30, 31. It is therefore incumbent upon the vendor to be certain that materials are available and labor is scheduled for those dates. Award shall be based on a completion date of no later than December 31, 2009. Vendor must submit with his bid Proposed Schedule of Work (Ref. Attachment F).

### C.04 LIQUIDATED DAMAGES

If the contractor refuses or fails to prosecute the work, or any part thereof with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages will be impossible to determine; and in lieu thereof, the contractor shall pay to the County the sum of \$1000 as fixed, agreed, and liquidated

damages for the first day's delay, and \$500 for each calendar day (or portion thereof) thereafter for which the School Board makes the site available until the work is completed to the satisfaction of the County. The Contractor and/or his surety shall be liable for the amount of liquated damages.

After December 31, 2009, the School Board will resume a full program. Access to that site shall be limited and will be determined by the School Board based on the on-going programs for the site.

C.05 **QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform Work, each bidder must be prepared to submit 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 (Ref. Attachment E).

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

C.06 **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 to the Owner for the proper completion of all Work to be executed under this contract. The employment of unauthorized aliens by any vendor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

C.07 **JESSICA LUNSFORD ACT FOR VENDORS WHO WORK ON SCHOOL GROUNDS**

Beginning September 1, 2005, vendors, individuals or entities who perform work on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements described in Section 1012.32 Florida Statutes. Subsection (3 of Section 1012.465) states, "If it is found that a person who is employed under contract in a capacity described in Subsection (1) does not meet the Level 2 requirements, the person shall be immediately suspended until the final approval of any appeals." Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when the students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the County of Manatee, and the School Board of Manatee County for any claims related to the failure to comply with Section 1012.465.

C.08 **SCHOOL BOARD VISITOR IDENTIFICATION SYSTEM**

A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo ID will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

*(Note: For work completed during the School District's winter break, the Jessica Lunsford Act and Visitor Identification System will not apply.)*

#### **D. TECHNICAL SPECIFICATIONS**

It is not the intent of these specifications to identify all material, labor, equipment and permit(s) required to complete the scope of work. It is the vendor's responsibility to furnish a complete list of all items required to complete the work of this section. The vendor is responsible for furnishing all necessary materials, equipment, and labor for a complete installation. Work shall be performed at the following location:

##### **Nolan Middle School**

Vendor shall supply and deliver a complete turnkey generator switch for a 1250KW generator as described in this Bid document and the appended Engineer's specifications.

Enlarged copies of the engineer's drawings with detailed specifications will be available for all vendors at the Information Conference. (Reference Attachment M.)

Upon the completion of job, the campus must be left in a condition satisfactory to the School Board and the County.

***(Any deviations or exceptions to specifications as provided in this Bid and to the Engineer's drawings and specifications must be explained in a detailed attachment to the bid form.)***



## E. BASIS OF AWARD

Evaluation factors are price, quality, and perceived ability of the vendor to supply the product in the most timely and efficient manner, and the bid which will overall best meet the needs of Manatee County as determined from the responses and subsequent investigation by the County. Note that all submittals shall be judged on their relative merits; therefore, price shall not be the sole evaluative factor in making the recommendation.

### E.01 BASIS OF AWARD

Award shall be made to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for a **start date of project no earlier than December 19, 2009, and a completion date no later than December 31, 2009**, in accordance with the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bids. 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 the bid documents to the County's satisfaction within the prescribed time.

This project is being funded by a Community Development Block Grant (CDBG) with a monetary limit of \$100,000. A bid of over \$100,000 will require bond as described in Section F, Compliance With Federal Laws (Ref. Page 21, F.03 a, b, and c)..

**A schedule of work must be submitted with the Bid Form. Only one schedule for Completion of Work shall be considered.**

In evaluating bids, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Tie Bids: Based upon the requirements of the Community Development Block Grant, whenever two or more bids are equal with respect to price, quality and service, the bid received from a Certified Minority or Woman Owned Business 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 business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

### E.02 AWARD OF CONTRACT

Award shall be made by the Purchasing Director in accordance with Manatee County Code of Laws, Chapter 2-26, Article IV, Source Selection.

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder and contract will be via Purchase Order.

Said award may be conditional on the subsequent submission of other documents as specified herein. The Successful Bidder may be in default of the contractual obligations if any of the required documents are not submitted in a timely manner and in the form required by the County. If the Successful Bidder is in default, the County, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or re-advertise for bids.

## F. COMPLIANCE WITH FEDERAL LAWS

### F.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 or agreement – Contractor is required to 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. 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 (*Ref. Attachment L*); and
- e) Debarment and Suspension (E.O.s 12549 and 12689 – 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) Drug-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. (*Ref. Attachment B*); and
- g) Section 3 Requirements – The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project being awarded to business concerns that provide economic opportunities for low- and very low income persons residing in the metropolitan area in which the project is located. (*Ref. Attachment K.*)

#### F.02 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply with the Davis-Bacon Act** (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. (*See Attachment H for Current Federal Wage Decision*); and
- b) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and
- c) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); and

**F.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.

**F.04 LABOR STANDARDS (PROJECTS OVER \$2,000)**

The following Federal Labor Standards provisions are in effect and must be complied with by all contractors and Sub-Contractors. As before mentioned it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

- a) Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor. In the event the Federal Wage Decision has been updated, proposers will be notified in writing in accordance with the current *Federal Wage Decision (Ref. Attachment H)*; and
- b) United States Department of Labor, Payroll Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor's are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature. (*See Attachment G for the current Payroll Form WH-347 with the accompanying Statement of Compliance*); and
- c) United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, form HUD-11 (OMB Approval No 2501-0009). Employees of the Contractor and its sub-contractors will be interviewed at different intervals for public recording purposes only, and is used to measure compliance with the Federal Labor Standards. (*See Attachment I for the Record of Employee Interview Form, HUD-11.*)

**BID FORM**  
**09-1771MR: GENERATOR TRANSFER SWITCH**

*(Submit in Triplicate)*

TO: Manatee County Purchasing  
1112 Manatee Avenue West  
Bradenton, Florida 34205

**TRANSFER SWITCH INCLUDING ALL LABOR, MATERIALS, PERMITS PER  
THE TERMS AND CONDITIONS OF IFB-1771MR**

**TOTAL COST:** \$ \_\_\_\_\_

**Attach list of any deviation from Technical Specifications.**

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 this 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 vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)      DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_  
Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_  
Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

## ATTACHMENTS

Attachments are listed below. This will also serve as a checklist/reminder of those documents which need to be submitted with your bid. Attachments are listed as Mandatory or Informational/Conditional.

<u>Document</u>	<u>Mandatory</u>	<u>Informational/ Conditional</u>
A Statement of No Bid		X
B Drug Free Workplace	X	
C Public Contractors-Environmental Crime	X	
D Bid Form (Pull Page 22)	X	
E Contractor's Questionnaire	X	
F Vendor's Proposed Schedule	X	
G Payroll Form/Statement of Compliance <i>(For use on the job; do not submit with bid.)</i>		X
H Federal Wage Decision <i>(Prevailing Wage Rates)</i>		X
I Record of Employee Interview <i>(On the Job Interview by Neighborhood Services Department – Information Only)</i>		X
J MBE/WBE Certification - <i>(To be supplied by vendor if applicable)</i>		X
K Form HUD-600002, Section 3 Summary Report – Economic Opportunities for Low and Very Low Income Persons		X
L Byrd Anti-Lobbying Certificate <i>(Must be submitted with any Bid Over \$100,000K)</i>		X
M Engineer's Drawings <i>(Do Not Submit With Bid)</i>		X
N Bid Bond (5% of Total Bid) <i>(Must be submitted with any Bid Over \$100,000K)</i>		X

Reminder, also attach a separate page detailing any deviation from technical specifications, if any.

ATTACHMENT "A"

STATEMENT OF NO BID

If you do not intend to bid please return this form to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No: \_\_\_\_\_, for the following reasons:

- 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"
- Other (specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)



**ATTACHMENT "B"**

**Drug Free Work Place Certification**

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)  
MANATEE COUNTY PURCHASING POLICIES, ON DRUG FREE WORK PLACES

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

THIS SWORN STATEMENT IS SUBMITTED TO THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS BY

\_\_\_\_\_  
*[PRINT INDIVIDUAL'S NAME AND TITLE]*

for: \_\_\_\_\_

*[PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT]*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, Social Security Number of the individual signing this 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 Resolution R-01-36 Section 4, E (1) (a) 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 Resolution R-01-36 Section 4, E (1) (a).

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
[Type of Identification]

\_\_\_\_\_  
Official Notary Signature  
and stamp

## ATTACHMENT "C"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE 6, MANATEE COUNTY PURCHASING CODE

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

THIS SWORN STATEMENT IS SUBMITTED TO THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS BY

\_\_\_\_\_  
*[PRINT INDIVIDUAL'S NAME AND TITLE]*

for: \_\_\_\_\_  
*[PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT]*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, Social Security Number of the individual signing this statement: \_\_\_\_\_

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

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

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

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

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall

include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

\_\_\_\_\_  
*[Signature]*

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
*[Type of identification]*

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
*[Print, type or stamp Commissioned Name of Notary Public]*

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

ATTACHMENT E

CONTRACTOR'S QUESTIONNAIRE

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: \_\_\_\_\_  
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 for each such corporation, partnership, or joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Your organization has been in business (under this firm's name) as a \_\_\_\_\_ for how many years? \_\_\_\_\_
5. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:  
\_\_\_\_\_  
\_\_\_\_\_
6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?  
\_\_\_\_\_  
\_\_\_\_\_

8. 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:

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9. 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. \_\_\_\_\_

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

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11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

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12. Will you subcontract any part of this Work? If so, describe which major portion(s):

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13. If any, list (with contract amount) WBE/MBEs to be utilized:

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

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

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16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

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

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Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

**ATTACHMENT F**

**Vendor's Proposed Schedule of Work**

**Company Name:** \_\_\_\_\_

Work days reserved by the Manatee County School District at Nolan Middle during winter break are December 19, 21, 22, 23, 28, 29, 30 and 31. Due to the critical timing of this project, vendor is asked to submit a proposed daily schedule to accomplish the work. Please use this attachment or append your own format to it.

Sat., 12/19: \_\_\_\_\_  
\_\_\_\_\_

Mon., 12/21: \_\_\_\_\_  
\_\_\_\_\_

Tue., 12/22: \_\_\_\_\_  
\_\_\_\_\_

Wed., 12/23: \_\_\_\_\_  
\_\_\_\_\_

Mon., 12/28: \_\_\_\_\_  
\_\_\_\_\_

Tue., 12/29: \_\_\_\_\_  
\_\_\_\_\_

Wed., 12/30: \_\_\_\_\_  
\_\_\_\_\_

Thu., 12/31: \_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT G**

**PAYROLL FORM**

**(FORM TO BE USED WHEN CERTIFYING PAYROLL;  
THIS IS FOR INFORMATION ONLY AND WILL BE USED  
ON THE JOB)**



Date

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the

(Building or Work)

\_\_\_\_\_ that during the payroll period commencing on the

\_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ of persons employed on said project have been paid the full weekly wages earned, but no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat 548, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described below.

(2) That any payments otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency, recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made in appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

THE F.O.B.A. JURISDICTION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO FEDERAL PROSECUTION SEE SECTION 101 OF TITLE 18 AND SECTION 231 OF TITLE 18 OF THE UNITED STATES CODE.

## ATTACHMENT H

### Federal Prevailing Wage Decisions

(See Attached)

General Wage Decision Number	FL080123 07/10/2009 FL123
State	Florida
Construction Type	Building
County	Manatee
Publication Date	07/10/2009, Modification Number 0



OPERATOR: Oiler.....\$ 21.65                   10.23  
 OPERATOR: Boom Truck.....\$ 23.65                   10.23  
 -----  
 IRON0397-001 07/01/2008

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 21.70	8.85
-----		
SUPL2009-020 05/22/2009		

	Rates	Fringes
BRICKLAYER.....	\$ 18.95	0.00
CARPENTER, Including Form Work...	\$ 15.89	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.05	1.49
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.42	0.00
LABORER: Concrete Saw.....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 13.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 12.31	1.19
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe.....	\$ 11.00	0.00
OPERATOR: Blade/Grader.....	\$ 13.73	0.00
OPERATOR: Bulldozer.....	\$ 15.01	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 13.80	1.79
OPERATOR: Paver.....	\$ 11.69	0.00
OPERATOR: Pump.....	\$ 19.00	0.00
OPERATOR: Roller.....	\$ 10.68	0.00

OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush, Roller, and Spray.....	\$ 14.00	0.43
PIPEFITTER.....	\$ 17.83	0.00
PLUMBER.....	\$ 13.58	0.00
ROOFER (Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof).....	\$ 14.00	0.43
SHEETMETAL WORKER.....	\$ 18.79	3.21
TILE SETTER.....	\$ 14.61	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

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

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

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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



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

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

END OF GENERAL DECISION

**ATTACHMENT I**

**RECORD OF EMPLOYEE INTERVIEW**

**Record of  
Employee Interview**

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes 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 control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name			
1b. Project Number			2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code			
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?		4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>		
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary						
6. Your duties						
7. Tools or equipment used						
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/5 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>	
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>	
12a. Employee Signature			12b. Date			
13. Duties observed by the interviewer (Please be specific.)						
14. Remarks						
15a. Interviewer name (please print)			15b. Signature of interviewer		15c. Date of interview	

**Payroll Examination**

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

Previous editions are obsolete

Form HUD-11 (08/2004)

## ATTACHMENT J

If claiming MBE/WBE status, submit a copy of your certification in your response to this IFB.

**ATTACHMENT K**  
**SECTION 3 SUMMARY REPORT**  
**FORM HUD-600002**

Form HUD-80002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

**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-80002 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. **Day-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 6. PHAs/PIAs 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 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 for 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-income incomes.



**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 ensure 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.



# ATTACHMENT L

## BYRD ANTI-LOBBYING CERTIFICATE

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTACHMENT M**

## **ENGINEER'S DRAWINGS (2)**

***NOTE: LARGE SCALE DRAWINGS WILL BE AVAILABLE FOR ALL VENDORS TO BE DISTRIBUTED AT THE INFORMATION CONFERENCE.***



