#### **INVITATION FOR BIDS**

# CVS – CDBG Public Facilities 23171 HOPE Family Services, Inc. – Rehab Project 3215 9<sup>th</sup> Street West, Bradenton, FL 34205

UPDATED April 17<sup>TH</sup>, 2025

This update to the Invitation for Bids reflects the need to rebid the project. A new Information Conference and Bid Opening Date have been scheduled.

MANDATORY INFORMATION CONFERENCE 3215 9TH STREET WEST, BRADENTON, FL 34205 THURSDAY, APRIL 3<sup>RD</sup>, 2025 AT 09:00 A.M.
THURSDAY, APRIL 24<sup>TH</sup>, 2025 AT 09:00 A.M.

#### **DUE DATE AND TIME FOR BIDS**

THURSDAY, APRIL 17<sup>TH</sup>, 2025 AT 2:00 P.M.

ONLINE SUBMISSION THROUGH NEIGHBORLY SOFTWARE THURSDAY, MAY 1<sup>ST</sup>, 2025 AT 4:00 P.M. MAIL OR HAND DELIVERY AT THE OFFICES OF MANATEE COUNTY GOVERNMENT, COMMUNITY AND VETERANS SERVICES DEPARTMENT, 1112 MANATEE AVE W BRADENTON, FL 34205 SUITE 510B

**BID OPENING** 

**THURSDAY, APRIL 17TH, 2025 AT 2:00 P.M.** 

THURSDAY, MAY 1<sup>ST</sup>, 2025 AT 4:00 P.M.

MANATEE COUNTY GOVERNMENT - COMMUNITY AND VETERANS SERVICES DEPARTMENT 1112 MANATEE AVE W BRADENTON, FL 34205 - SUITE 504 - IBIS CONFERENCE ROOM

Manatee County Community and Veterans Services Department is accepting bids on behalf of **HOPE Family Services, Inc.** from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida, to furnish all labor, materials, and equipment for the Renovation Project of **Facility located at 3215 9th Street West, Bradenton, FL 34205,** in accordance with the specifications attached herein.

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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, including Davis Bacon wage rates and Section 3 reporting. Bidders should be prepared to comply with such requirements, as outlined in Section F, "Compliance with Federal Laws."

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

#### INFORMATION TO BIDDERS

#### A.00 PROJECT INFORMATION

Project Name: 23171 HOPE Family Services, Inc. – Rehab Project

Properties Address: 3215 9th Street West, Bradenton, FL 34205

Funding Source: Community Development Block Grant (CDBG)

Type of Project: CDBG Public Facility Rehabilitation

Subrecipient: HOPE Family Services, Inc.

Work Write-Up Number (WWU No.): 23171

#### A.01 **OPENING LOCATION**

Bids will be publicly opened at Manatee County Admin, 1112 Manatee Ave W Bradenton, FL 34205 Suite 504 – IBIS Conference Room in the presence of **HOPE Family Services**, **Inc.** and County staff at **4:00 p.m. on Thursday**, **May 1<sup>st</sup>**, **2025**. All bidders or their representatives are invited to be present.

Any bids entered in Neighborly or delivered in-person after 4:00 p.m. on Thursday, May 1<sup>st</sup>, 2025, will not be considered. It shall be the sole responsibility of the bidder to have their bid submitted on or before the stated time and date.

#### A.02 **SEALED BIDS**

<u>ALL Bids must be mailed or submitted in-person in sealed envelope, or submitted on-line</u> through Neighborly

Contractors can contact Howard Jensen, (941) 748-4501 ext. 3630, or by e-mail at <a href="mailto:howard.jensen@mymanatee.org">howard.jensen@mymanatee.org</a> for assistance with submitting their bids on-line through Neighborly Software. <a href="https://portal.neighborlysoftware.com/manateecountyfl/Contractor">https://portal.neighborlysoftware.com/manateecountyfl/Contractor</a>

#### A.03 BID DOCUMENTS

Bid documents and the Source Selection related to those bids are available through email by request to Howard Jensen, (941) 748-4501 ext. 3630, or by e-mail at <a href="mailto:howard.jensen@mymanatee.org">howard.jensen@mymanatee.org</a>

#### 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 Manatee County Community and Veterans Services Department in evaluating the request to modify the specifications. Manatee 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**

Tuesday, April 29<sup>th</sup>, 2025, at 5:00 p.m. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation for Bids to Manatee County.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining the expedited nature 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 submitted through Manatee County. Manatee County Community and Veterans Services Department shall not be responsible for oral interpretations given by any Manatee 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, it shall be the <u>responsibility of each bidder</u>, to contact Manatee County or Subrecipient prior to submitting their bid, to <u>determine if addenda were issued and to make such addenda a part of their bid.</u>

#### A.07 **LOBBYING**

After the issuance of any Invitation for Bids, 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 or Subrecipient other than 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. Bids received from violators of this prohibition shall not be considered.

#### 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 Manatee County or the Subrecipient, 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 Manatee County or the Subrecipient determines that a bid is presumed unbalanced, Manatee County or the Subrecipient 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. Manatee 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 Manatee County or the Subrecipient determines that a bid is presumed to be front end loaded, Manatee County or the Subrecipient 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. Manatee 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 **23171 HOPE Family Services**, **Inc. – Rehab Project** 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 **23171 HOPE Family Services, Inc. – Rehab Project** for the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by Manatee County and the Subrecipient.

#### A.12 **RESERVED RIGHTS**

Manatee County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, Manatee 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 Manatee County. Any sole response received by the first submission date may or may not be rejected by Manatee County depending on available competition and current needs of Manatee County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

The <u>lowest</u> 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 Manatee County, and who is fit and capable to perform the bid as made.

To be <u>responsive</u>, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a <u>responsible</u> 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, Manatee 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 Manatee 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**

Bidders 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, and all applicable federal regulations, as outlined in Section F, will apply to any resulting contract or agreement.

#### A.14 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and <u>has not colluded</u> 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:

- 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 **BID FORMS**

Bids must be mailed or delivered in-person in sealed packet containing all the documents listed in **Attachment E**, OR submitted on-line through Neighborly Software and all attached forms. Additional pages may be attached, uploaded into the Work Write Up (hereinafter known as "WWU"). Bidders must fully comply with all bid specifications, terms and conditions. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by Manatee County and the Subrecipient.

#### A.16 **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.17 DRUG FREE WORK PLACE

Drug Free Workplace Program requirements apply to this project. The award of bids to any person or entity that has not submitted written certification to Manatee County and the

Subrecipient that it has complied with the Drugfree Workplace Program requirements shall be prohibited.

A Drug Free Work Place Certification Form is attached to this bid for this purpose and must be submitted with the bid submittal.

#### A.18 **PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted contractor 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 contractor list.

#### A.19 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

Federal regulations prohibit the award of contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to Manatee County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Public Contracting and Environmental Crimes Non-Conviction Certification Form is attached for this purpose and must be submitted with the bid submittal.

#### A.20 **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: <a href="http://www.osd.dms.state.fl.us/iframe.htm">http://www.osd.dms.state.fl.us/iframe.htm</a>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

If claiming MBE/WBE status, you must submit a copy of your certification in your bid submittal to receive the pricing consideration.

#### A.21 **SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See IFB Section F.01(g) for the Section 3 Clause. All contractors and subcontractors must collect and report the labor hours worked with every payment request: (1) the total Labor Hours, (2) the total Section 3 Labor Hours, and (3) the total Targeted Section 3 Hours on the project. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

- All contractors/subcontractors must have twenty-five (25) percent or more of the total number of labor hours worked by all workers on the Project must be done by Section 3 workers; or
- 2. All contractors/subcontractors must have five (5) percent or more of the total number of labor hours worked by all workers on the project must be by Targeted Section 3 workers; or
- 3. Report Qualitative Efforts to secure Section 3 business concerns/workers.

#### **Section 3 Definitions:**

Section 3 Worker: is defined as a worker who currently fits or, when hired within the past five years, fits at least one of the following categories:

- 1. The worker's income from the previous or annualized calendar year is below the HUD income limits. Low- and very-low-household income limits may be obtained from: http://www.huduser.org/portal/datasets/il.html
- 2. The worker is employed by a Section 3 business concern, or
- 3. The worker is a YouthBuild participant. YouthBuild is a community-based preapprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Target Section 3 Workers: is defined as a Section 3 Worker (see definition above) who also meets one of the following categories:

- 1. The worker is employed by a Section 3 business concern; or
- 2. Currently fits or when hired fit at least one of the following categories, as documented within the last five years:
  - a. Living within a one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or
  - b. A YouthBuild Participant.

Section 3 Business Concern: is defined as a business that meets at least one of the following criteria, documented within the last six-month period:

- 1. At least 51% owned and controlled by low or very low-income persons.
- 2. Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
- 3. A business at least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

Section 3 Business Registry: The U.S. Department of Housing and Urban Development provides the certification process and the database for identifying certified Section 3 Business Concerns. This service may be directly accessed at: https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome

1. Verification of Section 3 Business Concern Status will be required with submission of supporting documentation and submission of Manatee County Section 3 Business Certification.

#### **Demonstrating Compliance with Section 3 Requirements**

Manatee County is required to document Section 3 employment/training opportunities. Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report with the contract execution or first certified payrolls and a Section 3 Compliance Report with each payment request and a final Section 3 Compliance Report at the completion for each project.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in Section 3 Worker or Targeted Section 3 Worker labor hours. The proposer/bidder selected for this project will be required to submit a:

- 1. Contractor and Subcontractor Report for each contractor/subcontractor, which includes Section 3 Business Concern Status; and
- 2. Section 3 Compliance Report, which includes, but is not limited to all efforts that were undertaken to address Section 3 requirements,

- a. All Labor hours worked: and
- b. All Section 3 Worker Hours worked; and
- c. All Targeted Section 3 Worker Hours worked; and
- d. Qualitative Efforts to secure Section 3 business concerns/workers.

For assistance in obtaining Section 3 Business Concern status, the U.S. Department of Housing and Urban Development provides the certification process and the database for identifying certified Section 3 Business Concerns. This service may be directly accessed at: <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome">https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome</a>. If you have questions contractors can contact the Manatee County Community and Veterans Services Department at (941) 749-3030 for information. Section 3 status is not a requirement for award of this contract but will be given preference in award evaluation.

Section 3 employment opportunities must be documented on the Contractor and Subcontractor Report and Section 3 Compliance Report. Documentation must be submitted to the Manatee County Community and Veterans Services Department prior to commencement, during and at completion of the project.

In order to be eligible for this project, the selected contractors/subcontractors listed in the proposal must register with the CareerSource Suncoast Office, an employment agency. Anthony Galiano at the CareerSource Suncoast Office, 1112 Manatee Avenue East, Bradenton, Florida 34208, phone: (941) 358-4200. email: <a href="mailto:agagliano@caresourcesc.com">agagliano@caresourcesc.com</a>. Proof of registration must be included prior to beginning construction.

#### A.22 **DISCOUNTS**

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 the award.

#### A.23 **DESCRIPTIVE INFORMATION**

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

#### A.24 AMERICANS WITH DISABILITIES ACT

Manatee County does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for an Information Conference or Bid Opening should contact the person named on page 1 of this bid document at least twenty-four (24) hours in advance of either activity.

#### A.25 **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 contractors 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.26 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.27 **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 Manatee County staff has completed a mathematic validation and inspected the completeness of the offers, a bid tabulation shall be completed and available upon request from **HOPE Family Services, Inc.** 

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 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 contractor shall pick up the product from **HOPE Family Services, Inc.** at no expense to **HOPE Family Services, Inc.** Manatee County and the Subrecipient 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 contractor shall refund to Manatee County and the Subrecipient any money which has been paid for same. The contractor will be responsible for attorney fees in the event the supplier defaults and court action is required.

#### B.03 **ROYALTIES AND PATENTS**

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall hold **HOPE Family Services, Inc.** and Manatee County harmless from loss on account thereof, including costs and attorney's fees.

#### B.04 **INDEMNIFICATION**

The successful contractor covenants and agrees to <u>indemnify</u> and <u>hold harmless</u> **HOPE Family Services**, **Inc.** and Manatee 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 **HOPE Family Services**, **Inc.** and Manatee 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 Manatee County as set forth in Florida Statutes Section 768.28.

#### B.05 **REGULATIONS**

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

#### B.06 PRODUCTS, MATERIALS, SUBSTITUTION AND APPROVAL

All equipment and materials shall be new and shall conform to the first-class standards of the

manufacturer. Defective, damaged, sub-standard or used materials are **not acceptable**; and if used shall be removed and replaced with new materials by the Contractor at no cost.

When several materials or items are specified by name for one use, the Contractor may, with the Manatee County and the Subrecipient's concurrence, select any of those specified. Should a Contractor desire to substitute another material or item for one or more specified by name, that product must be of equal quality as that specified, and must be identified, in writing, on the proposal for work. The Contractor must provide samples to Manatee County and the Subrecipient, if requested. No such materials shall be used unless approved in writing by **HOPE Family Services, Inc.** 

All change orders must be first approved by **HOPE Family Services**, **Inc.** and Manatee County.

#### B.07 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operator's 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. Contractor 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 to **23171 HOPE Family Services, Inc. – Rehab Project**, presentation, and acceptance of an invoice to the Subrecipient, **HOPE Family Services, Inc.**, shall pay contractor total amount due less 10% retainage.

#### 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 all materials. All work performed shall have a minimum one-year Contractor warranty from the date of the issuance of a Certificate of Completion/Occupancy issued by the local code authority or as determined by the Housing & Community Development Specialist, where there may be a question of dispute regarding the completion of the agreed upon work. 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 HOPE Family Services, Inc. immediately upon written notice from HOPE Family Services, Inc. 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 HOPE Family Services, Inc., acts of God, fires, floods, and hurricanes.

#### B.12 **INSURANCE**

The contractor shall not commence work, until the contractor has obtained <u>all insurance</u> under this section, and and furnish evidence of Contractor's bodily injury and property damage insurance, including operations completed and products for the following limits:

Bodily Injury Insurance in any amount not less than \$100,000.00 for injuries, including accidental death, to any one person, and not less than \$300,000.00 for one occurrence; Property Damage Insurance in an amount not less than \$50,000.00, combined limits must be a minimum of \$350,000.00. The Contractor shall have on file with Manatee County evidence of this comprehensive liability coverage protecting the owner and the County of Manatee with a Certificate of Insurance and naming Manatee County as an additional insured.

The Contractor shall at all times during the life of this contract subscribe to and comply with Workman's Compensation laws of the State of Florida and pay such premiums as may be required and to hold the Owner and Manatee County harmless from any and all liability arising from or under said act. He shall also furnish at the time of the delivery of the contract, and at such times as requested, a copy of the official certificate or receipt showing payment of Workman's Compensation.

#### **Certificates of Insurance and Copies of Policies**

Certificates of Insurance evidencing the insurance coverage specified in the above paragraphs shall be filed with Manatee County and the Subrecipient <u>before operations are begun</u>. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and 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 **HOPE Family Services, Inc.**, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

# ADDITIONAL INSURED: - The successful contractor shall name Manatee County as additional insured in the required policies.

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to **HOPE Family Services**, **Inc.** thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of **HOPE Family Services**, **Inc.** or Manatee County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or his sureties to **HOPE Family Services**, **Inc.** or Manatee 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 and the Subrecipient to contract for services for completing the <u>23171 HOPE Family Services</u>, <u>Inc. – Rehab Project</u>, <u>located at 3215 9th Street West</u>, <u>Bradenton</u>, <u>FL 34205</u>, in accordance with the specifications contained herein.

#### C.02 MANDATORY ON-SITE INFORMATION CONFERENCE

A MANDATORY ON-SITE INFORMATION CONFERENCE IS SCHEDULED FOR Thursday, April 24<sup>th</sup>, 2025, AT 09:00 A.M., AT 3215 9th Street West, Bradenton, FL 34205. BIDS WILL NOT BE CONSIDERED FROM THOSE BIDDERS WHO DO NOT ATTEND THE INFORMATION CONFERENCE. HOPE Family Services, Inc. and Manatee County Community and Veterans Services staff will be in attendance.

#### C.03 **DELIVERY TIME**

Award shall be based on a completion and final inspection date of no later than 180 days from the date the Notice to Proceed is issued. The Contractor must submit a proposed Schedule of Work (Attachment E) with the bid submittal.

#### C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to complete the work, or any part thereof with such diligence as will hinder its completion within the time specified, **HOPE Family Services**, **Inc.** may seek damages. The actual damages will be impossible to determine; and in lieu thereof, the Contractor shall pay to **HOPE Family Services**, **Inc.** 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 **HOPE Family Services**, **Inc.** makes the site available until the work is completed to the satisfaction of **HOPE Family Services**, **Inc.** The Contractor and/or his surety shall be liable for the amount of liquated damages.

#### 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 (Attachment E).

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the work, which is the subject of this bid, and shall submit a copy of all applicable licenses with their bid. Minimum license requirement for this project is Class B with proven experience in the construction industry.

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

#### 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 Manatee County and the Subrecipient for the proper completion of all Work to be executed

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

#### C.07 CHANGES TO CONTRACT

Changes in any work including substitution of materials, change in the scope of work required by the detailed specifications, which may be proposed by the Contractor or found necessary or desirable as work progresses shall be presented in writing with the proposed price change.

Changes as described above must be approved in advance, in writing by **HOPE Family Services, Inc.** and the County.

#### D. TECHNICAL SPECIFICATIONS

Specifications are for the furnishing of all labor, materials and equipment for <u>rehabilitation of facility</u> located at **3215 9th Street West, Bradenton, FL 34205**.

#### **BUILDING INFORMATION**

All bidders are required to inspect the work site, building, and field conditions prior to bid submittal.

#### **DAMAGES**

Any damages done to the property on the site or to any adjacent property caused by the Contractor, in the performance of this contract by any of its employees or subcontractors shall be repaired or replaced by the Contractor at no expense to Manatee County and the Subrecipient.

#### **PREMISES**

The Contractor shall keep the premises clean and orderly during the course of the work and shall broom clean upon completion each work day.

Contractor shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. Contractor shall not allow debris, rubbish and waste materials to accumulate and become unsightly or hazardous. Contractor shall also provide an on-site bathroom facility for use by Contractor employees.

At the conclusion of each workday, the Contractor is to remove debris from the ground surrounding the work site. At regular intervals during the work progress, the site shall be cleaned and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting and to limit infiltration of debris or fumes into living areas.

The Contractor shall be responsible to erect and maintain guardrails, barricades, temporary walks, etc., as may be required for workmen and **HOPE Family Services, Inc.** 

#### **INSPECTION OF WORK**

The Contractor will permit the **HOPE Family Services**, **Inc.** and Manatee County with safe access to inspect all work.

The Contractor will be responsible for notifying **HOPE Family Services**, **Inc.** and Manatee County, having jurisdiction over construction, when required inspections are needed. Work completed without the required inspections may be required to be removed at the Contractor's expense.

#### MANATEE CHILDREN'S SERVICES'S RESPONSIBILITIES

**HOPE Family Services, Inc.** shall furnish the data required under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time (no more than 45 days) after the work has been accepted.

**HOPE Family Services, Inc.** shall provide the land upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials, together with right of access to same.

#### **PERMITS**

The Contractor will be responsible for obtaining and paying for necessary permits and any surveys or engineering required by the project.

#### **GUARANTEE OF WORK**

Contractor shall guarantee all work performed and be responsible for any defects or other faults in the work for a period of one (1) year.

All warranties begin on the date of final acceptance by **HOPE Family Services**, **Inc.** shall be provided with all manufacturers and products written guarantees required under the contract when the Contractor requests final payment.

#### **WORK DESCRIPTION**

Provide all labor, materials, appurtenances, equipment, tools, transportation, services and incidentals to perform work necessary to carry out, construct and complete:

- Roof & Attic Repairs resealing, securing flashing and vent caps.
- Parking Lot Repair, Seal and restripe.
- Fence Construct a concrete fence at the property line, and repair existing gates.
- Replace HVAC system.
- Bathroom Complete ADA accessibility in one bathroom.
- General interior wall repairs and painting.
- Canvas shade on exterior common area.

See Attached Work Write-up for more detailed description.

#### E. BASIS OF AWARD

Evaluation factors are primarily price, but quality and perceived ability of the contractor to complete the project in the most timely and efficient manner will be considered, as determined from the responses in the Contractor's Questionnaire and subsequent investigation by Manatee County and the Subrecipient. Note that all submittals shall be judged on their relative merits; therefore, price shall not be the sole evaluative factor in making the recommendation.

Please note that in the event that the bids are over the budget we will remove items starting with the parking lot and flooring to bring bids into budget.

#### **E.01 BASIS OF AWARD**

Award shall be made to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price, 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 Manatee County and the Subrecipient's satisfaction within the prescribed time.

This project is being funded by a Community Development Block Grant (CDBG) with a monetary limit of **\$340,000.00**. A bid of over \$100,000 will require bond as described in Section F, Compliance with Federal Laws.

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

In evaluating bids, Manatee County and the Subrecipient 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. Manatee County and the Subrecipient 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.

Based upon the requirements of the Community Development Block Grant, bids received from a Section 3 Businesses (Section 3) shall be given preference in award if the bid:

- i. Is within the maximum total contract price established in the budget for the specific project for which bids are being received; and
- ii. Is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder as set forth on the following chart.

LOWEST RESPONSIVE BID	"X" = lesser of:
<\$100,000	10% of that bid or \$9,000
≥\$100,000 and < \$200,000	9% of that bid or \$16,000
≥\$200,000 and < \$300,000	8% of that bid or \$21,000
≥\$300,000 and < \$400,000	7% of that bid or \$24,000
≥\$400,000 and < \$500,000	6% of that bid or \$25,000
≥\$500,000 and < \$1,000,000	5% of that bid or \$40,000
≥\$1,000,000 and < \$2,000,000	4% of that bid or \$60,000
≥\$2,000,000 and < \$4,000,000	3% of that bid or \$80,000
≥\$4,000,000 and < \$7,000,000	2% of that bid or \$105,000
≥\$7,000,000	1½% of that bid; no dollar limit

<u>Tie Bids</u>: 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 Section 3 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 Section 3 business, the award shall be determined by a chance drawing conducted by Manatee County and the Subrecipient and open to the public.

#### E.02 AWARD OF CONTRACT

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, Manatee County and the Subrecipient, 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.

Nothing in this section shall be construed to violate Manatee County's 2019 Procurement Administrative Standards & Procedures Manual approved by the Board of County Commissioners, Federal Regulations set forth by 2 CFR Part 200, and 24 CFR Part 570 - Community Development Block Grants rules.

#### 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 (Attachment E); 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 (Attachment E); and
- g) Section 3 Clause All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 75 regulations.
- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to engage in qualitative efforts including but not limited to:
  - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
  - b. Providing training or apprenticeship opportunities.
  - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
  - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
  - e. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act. (Register with the CareerSource Suncoast Office, an employment agency).
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75; and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause; upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. These requirements include:
  - a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training should be given to:
  - 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
  - 2. YouthBuild participants.

#### b. Contracting

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities should be given to:
  - Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
  - 2. YouthBuild programs.
- G. The contractor will collect and report the labor hours worked at time of each submission of payment request and at project completion and prior to release of final payment. All efforts undertaken to meet Section 3 requirements must be documented, regardless of whether those efforts result in Section 3 Worker or Targeted Section 3 Worker labor hours:
  - a. the total Labor Hours, and
  - b. the total Section 3 Worker Labor Hours, and
  - c. the total Targeted Section 3 Worker Hours on the project, and
  - d. Qualitative Efforts to secure Section 3 business concerns/workers.
- H. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- I. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- J. With respect to work performed in connection with Section 3 covered Indian housing assistance; section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. §450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b)

agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 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 B 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 (Attachment B); 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 subcontractors are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature (See Attachment C 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 D for the Record of Employee Interview Form, HUD-11.)

# <u>F.05</u> BUILD AMERICA, BUY AMERICA (BABA) ACT COMPLIANCE (PROJECTS OVER \$250,000)

In accordance with the **Build America**, **Buy America** (**BABA**) **Act** (Title IX of the Infrastructure Investment and Jobs Act), all infrastructure projects funded by the **Community Development Block Grant** (**CDBG**) must comply with domestic procurement requirements. This includes:

- a) Iron and Steel: All iron and steel used in the project must be produced in the United States.
- b) Manufactured Products: Manufactured products incorporated into the project must be produced in the United States, with at least 55% of the total component cost of the product attributed to U.S.-manufactured components.
- c) Construction Materials: All construction materials used must be produced in the United States, including but not limited to:
  - a. Glass
  - b. Drywall
  - c. Lumber
  - d. Plastics and polymer-based products

**Bidder Requirements:** Bidders must **certify compliance** with BABA requirements by submitting a **signed certification** with their bid. If a **waiver** is necessary due to **non-availability or excessive** 

<b>cost</b> , the bidder must submit a waiver request in accordance with HUD's guidance with BABA provisions may result in bid disqualification or contract termination.	. Failure to comply

# ATTACHMENT A Work Write-Up No. 23171

# Work Write-Up #23171

Hope Family Service

\* EXHIBIT 1 \*

Dated: 4/4/2025

#### **CUSTOMER INFORMATION**

HOPE Family Services, Inc.

3215 9th Street W (confidential address), Bradenton, FL 34205

#### **PREPARED BY**

Howard Jensen, Housing & Community Development Specialist

P: 941-290-8335 E-mail: howard.jensen@mymanatee.org

Manatee County Community and Veterans Services Dept.

Community Development Division

#### \* NOTE \*

THE CUSTOMER AND CONTRACTOR MUST SIGN THE BOTTOM OF EACH PAGE ONLY IF

- 1) THIS WORK WRITE-UP BECOMES PART OF A CONSTRUCTION CONTRACT
- 2) THE UNDERSIGNED CUSTOMER AND CONTRACTOR HAVE REVIEWED, APPROVED AND AGREED TO THE WORK AND PRICES DESCRIBED IN THIS WORK WRITE-UP

## **Location: General Requirements**

General Requirements	Quantity	Units	Total
1 - PERMITS AND LICENSES (Specification ID:1.00250 Estimated Qty:1)	1		

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

# 2 - PROTECT BUILDING CONTENTS FROM DAMAGE DURING WORK

(Specification ID:1.03250 Estimated Qty:0)

Contractor shall take steps to protect building and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems and other Building contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other items unprotected outside building during job.

#### 3 - GENERAL CLEAN-UP

(Specification ID:1.05000 Estimated Qty:0)

Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping and vacuuming.

NOTE: Final Cleaning is to include cleaning inside of all windows in work area, wiping tops of door jams in work area, wiping baseboards and window sills.

#### Subtotal for General Requirements

### **Location: Roof**

Roof & Attic	Quantity	Units	Total
4 - GENERAL ROOF WORK (Specification ID:35.00000 Estimated Qty:0)		Ea	

Preform all required maintenance on roofs of all three buildings this includes resealing, securing flashing and any vent caps.

5 - GENERAL ROOF WORK DOWN SPOUTS (Specification ID:35.00000 Estimated Qty:16)	16	Ea	
Replace 16 down spouts			

Subtotal for Roof & Attic



# **Location: Parking Lot**

Site Work	Quantity	Units	Total
6 - GENERAL SITE WORK PARKING LOT (Specification ID:20.00000 Estimated Qty:0)			

Repair, Seal and restripe parking lot

#### **Location: Fence**

Site Work	Quantity	Units	Total
7 - GENERAL SITE WORK/CONCRETE FENCE (Specification ID:20.00000 Estimated Qty:1043)	1,043		

Construct a concrete fence at property line that encloses the yard area of the property. The fence is to be precast panels and is to be 8' in height. There is to be no more than 6" clear space from ground level to bottom of precast fence panel. The owner will choose color of fence from precast colors. Customer is to pick color and panel design.

8 - REMOVE DEBRIS, JUNK AND TRASH FROM YARD (Specification ID:20.00250 Estimated Qty:0)		Ea	
Remove debris, junk and trash from yard to legal dump site.  NOTE: This work is to clear area of old fence, trash and debris so new fence.	e can be instal	led.	
9 - TRIM TREE OVERHANGING (Specification ID:20.00750 Estimated Qty:0)		Ea	

Trim tree limbs and remove trees as needed to install new fence around perimeter of property. Remove debris to legal dump site.

10 - REPAIR EXISTING GATES (Specification ID:20.03000 Estimated Qty:2)	2			
Remove deteriorated and broken Gate components. Install new components	where necess	ary to make th	ne Gates operate	

Remove deteriorated and broken Gate components. Install new components where necessary to make the Gates operate correctly, stable and safe.

#### Subtotal for Site Work

# **Location: Dumpster Enclosure**

Plumbing System	Quantity	Units	Total
11 - GENERAL PLUMBING WORK (Specification ID:75.00000 Estimated Qty:0)			

The drain for the dumpster area does not drain as it should. Bid to clear drain and if it requires more than just clearing the drain we will address this with a change order.

Site Work	Quantity	Units	Total
12 - GENERAL SITE WORK (Specification ID:20.00000 Estimated Qty:2)	2	Ea	

Remove existing gates at dumpster enclosure and replace with new gates including all new hardware.

### **Location: HVAC**

HVAC & Gas System	Quantity	Units	Total
13 - REPLACE CENTRAL ELECTRIC HEATING AND COOLING SYSTEM (Specification ID:85.05000 Estimated Qty:7)	7	Ea	

Install a new replacement UL listed electric heat pump meeting the SEER 2 rating and sized to properly heat and cool the house. Provide material necessary to connect heat pump to existing duct system. Install new thermostat. Provide electrical connections. Material and method of installation to comply with mechanical and electrical code requirements. Remove and dispose of old unit. Provide written manufactures warranty to owner.

#### **Location: Exterior Walls**

Exterior Walls	Quantity	Units	Total
14 - GENERAL EXTERIOR WALL WORK (Specification ID:30.00000 Estimated Qty:0)			

Pressure wash exterior of buildings and Dumpster Area, repair any damage, caulk all openings and prepare for paint. Dig down around building a minimum of 6" prior to painting so paint is below ground surface. Put dirt back in area dug out after paint cures. Paint building with two coats of elastomeric paint. Customer to pick colors.

#### **Location: Bathroom**

Electrical System	Quantity	Units	Total
15 - INSTALL NEW CEILING RECESSED LIGHT FIXTURE IN SHOWER (Specification ID:80.02100 Estimated Qty:2)	2	Ea	

Install a new ceiling recessed light fixture in the shower. Light fixture must be for wet area and energy star rated LED or compact fluorescent light fixture. Fixture installation to include new wiring and a new wall switch. Installation must meet Electrical code for local jurisdiction. \*\*NOTE\*\* A PERMIT IS REQUIRED



Plumbing System	Quantity	Units	Total
16 - Two Bathroom Building #3 (Specification ID:0 Estimated Qty:2)	2	Ea	

Both bathrooms will get shower replacements and 2 grab bars installed in each shower and a grab bar installed outside the shower as a towel bar. The showers will be have all tile removed and wallboard behind tile down to studs. The floor tile is to be removed. You will install Hardi backer board to studs, tape all joints and coat with a water sealer prior to installing tile. Client is to pick tile color and style.

#### **Location: Interior Walls**

Walls	Quantity	Units	Total
17 - GENERAL WALL WORK BUILDING #3 (Specification ID:60.00000 Estimated Qty:0)			

Install Plastic or Vinyl corner guards at all corners in building #3 Client to select color.

instant reasons of virigit contact guides at an estimate in current was cheer to serve to serve.			
18 - GENERAL WALL WORK BUILDINGS #1 & #3 (Specification ID:60.00000 Estimated Qty:0)			
Remove tile base through out both buildings and install new tile base in wet choose style and color.	areas and vin	yl in all other	areas. Clint to
19 - GENERAL WALL WORK FRONT BUILDING (Specification ID:60.00000 Estimated Qty:0)			

There are several areas with drywall damage. Repair all damage to drywall, corner bead and door jams. Match existing texture, prep for paint and paint to match existing color.

20 - PAINT WALL SURFACES, TRIM AND DOORS WITH PAINT		
BUILDING #1		
(Specification ID:60.13500 Estimated Qty:0)		

Apply 2 coats of paint to wall surfaces and 2 coats of paint to trim which includes any baseboard; door slab; door casing and jambs; window casing, sills, stools, jambs and sashes. Where applicable, wet scrape defective paint; spot prime; seal water stains; and make any minor repairs to walls and baseboard. Make sure baseboard is securely fastened to wall. Caulk cracks in baseboard and at intersection with wall surfaces using mildew resistant caulk prior to painting. Owner to select one paint color for wall surfaces and one color for baseboard.

NOTE: You need to sand all baseboards, casing, doors and any other wood work to be painted. You need to check to see if existing paint is oil based paint and if so you need to prime with proper primer to ensure that the new paint does not peel off.

Subtotal for Walls



**Location: Contingency** 

No Category	Quantity	Units	Total
21 - Contingency (Specification ID:0 Estimated Qty:)			

Bid 10% contingency

## **Location: Floors**

No Category	Quantity	Units	Total
22 - BUILDING #3 FLOOR TILE (Specification ID:0 Estimated Qty:200)	200	SF	

Bid to replace 200sf of tile that is cracked.

# **Location: Unassigned**

Site Work	Quantity	Units	Total
23 - GENERAL SITE WORK (Specification ID:20.00000 Estimated Qty:0)		Ea	

Supply and install canvas shades to cover play area at rear of family building there is existing hardware attached to building from the previous shades. The shades are to be removal. Owner to select colors of shades

	Total
OWNER ACCEPTS SCOPE OF WORK I have read the contents of this work write up and re my property.	ceived a copy. I fully understand the repairs to be made to
x Owner:	 Date
CONTRACTOR ACCEPTS SCOPE OF WORK I have read the contents of this work write up and ag bid submitted on	gree to perform all work called for in accordance with the
x Contractor	 Date
x	
Construction Specialist	Date



# **ATTACHMENT B Federal Wage Decision**

(Prevailing Davis-Bacon Wage Rate for the Project)

**General Decision Number: FL20250212** 

State: Florida

Construction Type: Building County: Manatee County Publication Date: 01/24/2025

"General Decision Number: FL20250212 01/24/2025

Superseded General Decision Number: FL20240212

State: Florida

Construction Type: Building

County: Manatee County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

|If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

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01/03/2025

1

01/24/2025

	Naces	11 Tilges		
ASBESTOS WORKER/HEAT & FROST INSULATOR	.\$ 30.12	13.11		
ELEC0915-005 12/01/2024				
	Rates	Fringes		
ELECTRICIAN (Includes Low Voltage Wiring)		43%+0.35		
ELEV0074-001 01/01/2024				
	Rates	Fringes		
ELEVATOR MECHANIC	.\$ 49.62	37.885+a+b		
FOOTNOTE:  a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.  b.Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.				
ENGI0487-030 06/01/2023				
ENG10407 030 0070172023	Rates	Fringes		
POWER EQUIPMENT OPERATOR Group 1 150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+				
ft boomGroup 2 Lattice under 150 ton, 100 ton up to 250 ton	.\$ 39.01	16.85		
hydro cranesGroup 3  Cranes not described	.\$ 38.01	16.85		
above; Mechanics	.\$ 37.01	16.85		
Forklift	.\$ 35.01	16.85		
Journeyman Oiler shall be paid:	•	rate.		
IRON0397-007 07/01/2024		·		
	Rates	Fringes		
IRONWORKER, STRUCTURAL	.\$ 35.25	17.32		
IRON0402-001 10/01/2024				
	Rates	Fringes		
IRONWORKER, ORNAMENTAL	.\$ 28.90	15.66		
* SFFL0821-004 01/01/2025	<b></b>	<b></b>		

Rates

Fringes

Rates Fringes

Sprinklers)	.\$ 34.03	23.70
* SUFL2014-021 08/16/2016		
	Rates	Fringes
CARPENTER	.\$ 19.78	8.05
CEMENT MASON/CONCRETE FINISHER	.\$ 14.85 **	0.60
IRONWORKER, REINFORCING	.\$ 26.37	12.65
LABORER: Common or General, Including Cement Mason Tending	.\$ 13.11 **	0.60
LABORER: Pipelayer	.\$ 14.00 **	1.40
OPERATOR: Backhoe/Excavator/Trackhoe	.\$ 22.07	8.80
OPERATOR: Bulldozer	.\$ 15.40 **	1.90
OPERATOR: Grader/Blade	.\$ 18.97	0.00
OPERATOR: Loader	.\$ 14.00 **	1.40
OPERATOR: Roller	.\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray	.\$ 14.72 **	2.13
PIPEFITTER, Includes HVAC Pipe Installation	.\$ 21.93	7.96
PLUMBER	.\$ 21.14	8.11
ROOFER	.\$ 19.00	1.17
SHEET METAL WORKER, Includes HVAC Duct Installation	.\$ 18.82	6.78
TILE SETTER	.\$ 18.01	0.00
TRUCK DRIVER: Dump Truck	.\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck	.\$ 14.24 **	0.00
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

SPRINKLER FITTER (Fire

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

<sup>\*\*</sup> Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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

https://www.dol.gov/agencies/whd/government-contracts.

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

## ATTACHMENT C Payroll Form WH-347 (for informational purposes only)

#### **U.S. Department of Labor**

#### **Davis-Bacon and Related Acts Weekly Certified Payroll Form**

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. January 2025 OMB No.: 1235-0008

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM  -					∐ PRIN	ME	CONTRA	CTOR			SUBC	CONTRA	CTOR	Expir	es: 01/	/31/2028														
PROJ	ECT NAME			PROJI	ECT NO. or	r CONTRACT	NO	).	CE	RTIF	IED P	AYRO	LL NO	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJ	ECT LOCATION	l		WAGI	WAGE DETERMINATION NO.		WEEK ENDING DATE		PRI	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																				
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)				(4	1)			(5)		(6A)	(6B)	(6C)	(7A)	(7B)		()	3)		(9)					
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

#### **Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

PROJECT NAME			PROJECT NO. or CONTRACT NO.			PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME						
PR∩	IECT LOCATION						WEEK ENDI	NG DATE	CERTIFYING	ΟΕΕΙCΙΔΙ'ς N	NAME AND TIT	TF.		
1103	LCT LOCATION						WEEK ENDI	NO DAIL	CERTITINO	OTTICIALST	VAIVIL AIVO III	<u>LL</u>		
I paid	d or supervised the payn													
	The payroll information including credit taken for classification(s) of work	or the reaso	nably anticipa	ted costs of	a bona fide fr	inge benefit	plan, fund or	program, are	e not less than					
	All regular payrolls and agency or the Departm			at the contra	actor is require	ed to maintai	in for this payı	oll period a	re complete ar	nd accurate a	and will be ma	de available	upon reques	t from the
	The classifications repo	orted for eac	h laborer or m	echanic are	the classificat	tion(s) of wo	rk that each w	orker actual	ly performed.					
	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.													
	APPRENTICESHIP PROGRAM NAME						REGIST	TERED	NAME OF LA	ABOR CLASS	IFICATION			
							OA	SAA						
							OA	SAA						
	=						OA .	SAA	<u> </u>		1 11. 6			
	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.													
	HOURLY CREDIT FOR FRINGE BENEFITS  If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.													
		FB NAME FB TYPE		FB NAME FB TYPE		FB NAME FB TYPE		FB NAME FB TYPE		FB NAME FB TYPE		FB NAME FB TYPE		TOTAL
	NAME OF WORKER	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		HOURLY
		Funded	Unfunded	Funded	Unfunded	FLAN NO.	Unfunded	Funded	Unfunded	FLANTIO	Unfunded	Funded	Unfunded	CREDIT
		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
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	All workers on the proj deductions as defined			l weekly wa	ges earned, ar	nd no rebates	s or deduction	s have been	or will be ma	de either dir	ectly or indire	ctly, other th	nan permissib	le
ADD	ITIONAL REMARKS													
SIGN	ATURE OF CERTIFYING C	FFICIAL					DATE		TELEPHONE NUMBER			EMAIL ADDRESS		
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	/ILLFUL FALSIFICATION OF ANY ), AS WELL AS DEBARMENT FRO													

# ATTACHMENT D Record of Employee Interview Form, HUD-11 (for informational purposes only)

#### Record of Employee Interview

#### U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW. Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.

- A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.

  B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards
- C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
- D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

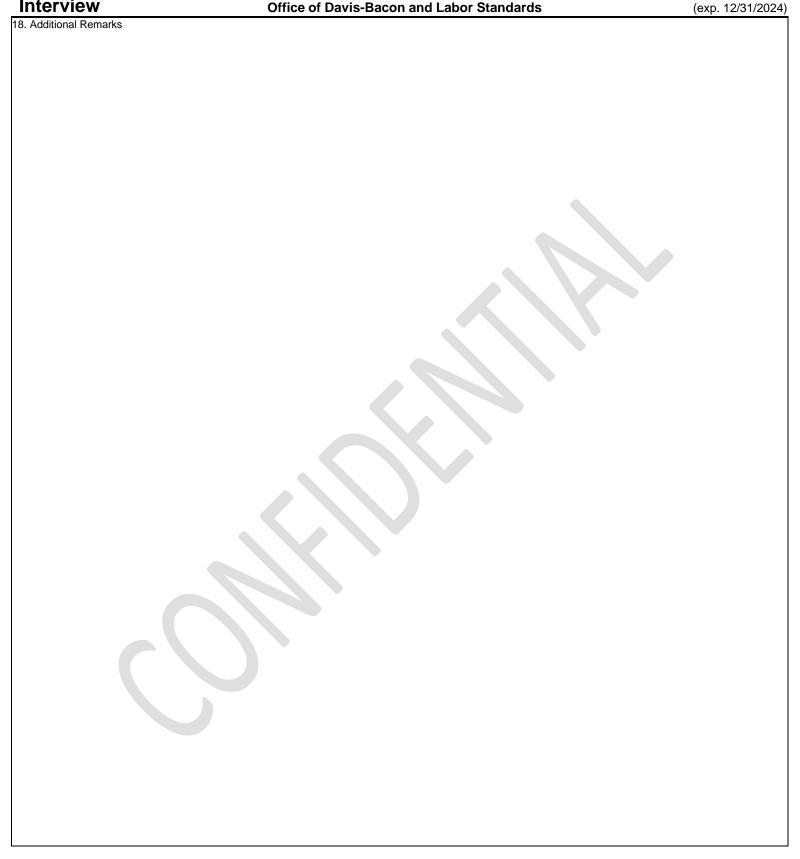
17a. Signature of Payrol	I Examiner			17b. Date							
	e in block 18 if necessary			Les D							
Payroll Examin											
15a. Interviewer Name (	Please Print)	15b. Signature of Interv	viewer		15c. Date of I	nterview					
14. Remarks continue	e in block 18 if necessary										
13. Duties observed by t	the Interviewer (Please be	e specific.)									
12a. Employee Signatur	е		12b. Date								
9. Are you paid for all ho	ours worked? Yes N	lo 11. Have you	ever been threatened or coe	rced into giving up any p	art of your pay	? Yes	No				
8. Are you an apprentice	e or trainee? Yes N	lo 10. Are you pa	aid at least time and ½ for all	hours worked in excess	of 40 in a wee	k? Yes	No				
7. Tools or equipment us	sed continue in block 1	8 if necessary									
6. Your duties continu	ue in block 18 if necessar	y									
5. Your job classification	(s) (list all) continue in	block 18 if necessary									
				Vacation Yes Medical Yes Pension Yes	No No No	Yes	No				
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?						
			2d. Verification of identification? Yes No								
1c. Contractor or Subco	intractor (Employer)		Employee Phone Number (including area code)      Code      Employee Home Address & Zip Code								
1b. Project Number											
1a. Project Name			2a. Employee Name								

Previous editions are obsolete Form HUD-11 (12/2021)

#### Record of Employee Interview

#### U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009



Previous editions are obsolete Form HUD-11 (12/2021)

## ATTACHMENT E Bid Form and Required Attachments

(must attach to your bid)

#### **BID FORM AND REQUIRED ATTACHMENTS**

Manatee County is accepting bids from contractors for the rehabilitation of the pro-	operty
located at The final selection ma	ay not
be based solely on price, but may include other criteria.	
CONTRACTOR'S BID:	
Having read the Work Write-Up # dated, I do hereby prop	ose to
furnish all labor, equipment, tools, materials and services in accordance with the work	write-
up for the sum of (\$	),
as fully detailed in the Work Write-up bid. All work included in this bid will be completed days of the issuance of a Notice to Proceed.	within
We the undersigned hereby declare that we have carefully reviewed the bid documents	s, and
with full knowledge and understanding of the aforementioned herewith submit this	s bid,
meeting each and every specification, term and condition contained in this invitation to b	id.
We understand that the bid specifications, terms and conditions in their entirety shall be	made
a part of any agreement or contract between the Property Owner and the successful	oidder
and their subcontractors. Failure to comply shall result in contract default, whereupo	n, the
defaulting contractor shall be required to pay for any and all re-procurement cost, dam	iages,
and attorney fees as incurred by Property Owner.	
Date of Site Visit	
Name of Representative Who Visited Site	
Date:	
Authorized Signature:	
Name and Title:	
Company Name:	
Address:	
Telephone Number:	
Federal Identification #:	

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

Docu	<u>iment</u>	<u>Mandatory</u>	Informational/ Conditional
Α	Bid Template	X	
В	Proof of Valid License	X	
С	Drug Free Workplace	Χ	
D	Public Contractors-Environmental Crime	Χ	
Е	Contractor's Questionnaire	X	
F	MBE/WBE Certification - (To be supplied by contractor if applicable)		Χ
G	Proof of Insurance	Χ	
Н	Byrd Anti-Lobbying Certificate ( <i>Must be submitted wany Bid Over \$100,000K</i> )	vith X	
1	Bid Bond (5% of Total Bid) ( <i>Must be submitted with any Bid</i> Over \$100,000K)	Х	
J	Authorized Agent Form (If someone other than the Signator of the bid form is attending info conference	e) X	
K	Addendum Form		X
L	Build America, Buy America (BABA) Certification		X

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

## Document A Bid Template

(must attach to your bid)

#### Work Write-Up #23171

Hope Family Service

\* EXHIBIT 1 \*

Dated: 4/4/2025

#### **CUSTOMER INFORMATION**

HOPE Family Services, Inc.

3215 9th Street W (confidential address), Bradenton, FL 34205

#### **PREPARED BY**

Howard Jensen, Housing & Community Development Specialist

P: 941-290-8335 E-mail: howard.jensen@mymanatee.org

Manatee County Community and Veterans Services Dept.

Community Development Division

#### \* NOTE \*

THE CUSTOMER AND CONTRACTOR MUST SIGN THE BOTTOM OF EACH PAGE ONLY IF

- 1) THIS WORK WRITE-UP BECOMES PART OF A CONSTRUCTION CONTRACT
- 2) THE UNDERSIGNED CUSTOMER AND CONTRACTOR HAVE REVIEWED, APPROVED AND AGREED TO THE WORK AND PRICES DESCRIBED IN THIS WORK WRITE-UP

#### **Location: General Requirements**

General Requirements	Quantity	Units	Total
1 - PERMITS AND LICENSES (Specification ID:1.00250 Estimated Qty:1)	1		

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

#### 2 - PROTECT BUILDING CONTENTS FROM DAMAGE DURING WORK

(Specification ID:1.03250 Estimated Qty:0)

Contractor shall take steps to protect building and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems and other Building contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other items unprotected outside building during job.

#### 3 - GENERAL CLEAN-UP

(Specification ID:1.05000 Estimated Qty:0)

Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping and vacuuming.

NOTE: Final Cleaning is to include cleaning inside of all windows in work area, wiping tops of door jams in work area, wiping baseboards and window sills.

#### Subtotal for General Requirements

#### **Location: Roof**

Roof & Attic	Quantity	Units	Total
4 - GENERAL ROOF WORK (Specification ID:35.00000 Estimated Qty:0)		Ea	

Preform all required maintenance on roofs of all three buildings this includes resealing, securing flashing and any vent caps.

5 - GENERAL ROOF WORK DOWN SPOUTS (Specification ID:35.00000 Estimated Qty:16)	16	Ea	
Replace 16 down spouts			

Subtotal for Roof & Attic



#### **Location: Parking Lot**

Site Work	Quantity	Units	Total
6 - GENERAL SITE WORK PARKING LOT (Specification ID:20.00000 Estimated Qty:0)			

Repair, Seal and restripe parking lot

#### **Location: Fence**

Site Work	Quantity	Units	Total
7 - GENERAL SITE WORK/CONCRETE FENCE (Specification ID:20.00000 Estimated Qty:1043)	1,043		

Construct a concrete fence at property line that encloses the yard area of the property. The fence is to be precast panels and is to be 8' in height. There is to be no more than 6" clear space from ground level to bottom of precast fence panel. The owner will choose color of fence from precast colors. Customer is to pick color and panel design.

8 - REMOVE DEBRIS, JUNK AND TRASH FROM YARD (Specification ID:20.00250 Estimated Qty:0)		Ea							
Remove debris, junk and trash from yard to legal dump site.  NOTE: This work is to clear area of old fence, trash and debris so new fence can be installed.									
9 - TRIM TREE OVERHANGING (Specification ID:20.00750 Estimated Qty:0)		Ea							

Trim tree limbs and remove trees as needed to install new fence around perimeter of property. Remove debris to legal dump site.

10 - REPAIR EXISTING GATES (Specification ID:20.03000 Estimated Qty:2)	2								
Remove deteriorated and broken Gate components. Install new components where necessary to make the Gates operate									

Remove deteriorated and broken Gate components. Install new components where necessary to make the Gates operate correctly, stable and safe.

#### Subtotal for Site Work

#### **Location: Dumpster Enclosure**

Plumbing System	Quantity	Units	Total
11 - GENERAL PLUMBING WORK (Specification ID:75.00000 Estimated Qty:0)			

The drain for the dumpster area does not drain as it should. Bid to clear drain and if it requires more than just clearing the drain we will address this with a change order.

Site Work	Quantity	Units	Total
12 - GENERAL SITE WORK (Specification ID:20.00000 Estimated Qty:2)	2	Ea	

Remove existing gates at dumpster enclosure and replace with new gates including all new hardware.

#### **Location: HVAC**

HVAC & Gas System	Quantity	Units	Total
13 - REPLACE CENTRAL ELECTRIC HEATING AND COOLING SYSTEM (Specification ID:85.05000 Estimated Qty:7)	7	Ea	

Install a new replacement UL listed electric heat pump meeting the SEER 2 rating and sized to properly heat and cool the house. Provide material necessary to connect heat pump to existing duct system. Install new thermostat. Provide electrical connections. Material and method of installation to comply with mechanical and electrical code requirements. Remove and dispose of old unit. Provide written manufactures warranty to owner.

#### **Location: Exterior Walls**

Exterior Walls	Quantity	Units	Total
14 - GENERAL EXTERIOR WALL WORK (Specification ID:30.00000 Estimated Qty:0)			

Pressure wash exterior of buildings and Dumpster Area, repair any damage, caulk all openings and prepare for paint. Dig down around building a minimum of 6" prior to painting so paint is below ground surface. Put dirt back in area dug out after paint cures. Paint building with two coats of elastomeric paint. Customer to pick colors.

#### **Location: Bathroom**

Electrical System	Quantity	Units	Total
15 - INSTALL NEW CEILING RECESSED LIGHT FIXTURE IN SHOWER (Specification ID:80.02100 Estimated Qty:2)	2	Ea	

Install a new ceiling recessed light fixture in the shower. Light fixture must be for wet area and energy star rated LED or compact fluorescent light fixture. Fixture installation to include new wiring and a new wall switch. Installation must meet Electrical code for local jurisdiction. \*\*NOTE\*\* A PERMIT IS REQUIRED



Plumbing System	Quantity	Units	Total
16 - Two Bathroom Building #3 (Specification ID:0 Estimated Qty:2)	2	Ea	

Both bathrooms will get shower replacements and 2 grab bars installed in each shower and a grab bar installed outside the shower as a towel bar. The showers will be have all tile removed and wallboard behind tile down to studs. The floor tile is to be removed. You will install Hardi backer board to studs, tape all joints and coat with a water sealer prior to installing tile. Client is to pick tile color and style.

#### **Location: Interior Walls**

Walls	Quantity	Units	Total
17 - GENERAL WALL WORK BUILDING #3 (Specification ID:60.00000 Estimated Qty:0)			

Install Plastic or Vinyl corner guards at all corners in building #3 Client to select color.

instant rustice of vinite games at an estimate in current in series to series to series.					
18 - GENERAL WALL WORK BUILDINGS #1 & #3 (Specification ID:60.00000 Estimated Qty:0)					
Remove tile base through out both buildings and install new tile base in wet choose style and color.	areas and vin	yl in all other	areas. Clint to		
19 - GENERAL WALL WORK FRONT BUILDING (Specification ID:60.00000 Estimated Qty:0)					

There are several areas with drywall damage. Repair all damage to drywall, corner bead and door jams. Match existing texture, prep for paint and paint to match existing color.

20 - PAINT WALL SURFACES, TRIM AND DOORS WITH PAINT		
BUILDING #1		
(Specification ID:60.13500 Estimated Qty:0)		

Apply 2 coats of paint to wall surfaces and 2 coats of paint to trim which includes any baseboard; door slab; door casing and jambs; window casing, sills, stools, jambs and sashes. Where applicable, wet scrape defective paint; spot prime; seal water stains; and make any minor repairs to walls and baseboard. Make sure baseboard is securely fastened to wall. Caulk cracks in baseboard and at intersection with wall surfaces using mildew resistant caulk prior to painting. Owner to select one paint color for wall surfaces and one color for baseboard.

NOTE: You need to sand all baseboards, casing, doors and any other wood work to be painted. You need to check to see if existing paint is oil based paint and if so you need to prime with proper primer to ensure that the new paint does not peel off.

Subtotal for Walls



**Location: Contingency** 

No Category	Quantity	Units	Total
21 - Contingency (Specification ID:0 Estimated Qty:)			

Bid 10% contingency

#### **Location: Floors**

No Category	Quantity	Units	Total
22 - BUILDING #3 FLOOR TILE (Specification ID:0 Estimated Qty:200)	200	SF	

Bid to replace 200sf of tile that is cracked.

#### **Location: Unassigned**

Site Work	Quantity	Units	Total
23 - GENERAL SITE WORK (Specification ID:20.00000 Estimated Qty:0)		Ea	

Supply and install canvas shades to cover play area at rear of family building there is existing hardware attached to building from the previous shades. The shades are to be removal. Owner to select colors of shades

	Total
OWNER ACCEPTS SCOPE OF WORK I have read the contents of this work write up and re my property.	ceived a copy. I fully understand the repairs to be made to
x Owner:	 Date
CONTRACTOR ACCEPTS SCOPE OF WORK I have read the contents of this work write up and ag bid submitted on	gree to perform all work called for in accordance with the
x Contractor	 Date
x	
Construction Specialist	Date



## Document B Proof of Valid License (must attach to your bid)

## Document C Drug Free Work Place Certification (must attach to your bid)

#### **Certification for**

X

#### U.S. Department of Housing and Urban Development

Applicant Name			
Program/Activity Receiving Federal Grant Funding			
Acting on behalf of the above named Applicant as its Authoriz the Department of Housing and Urban Development (HUD) regarders.		•	
I certify that the above named Applicant will or will continue to provide a drug-free workplace by:  a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use		<ol> <li>Abide by the terms of the statement; and</li> <li>Notify the employer in writing of his or her convictor a violation of a criminal drug statute occurring in the caplace no later than five calendar days after such conviction;</li> </ol>	
of a controlled substance is prohibited in the Applicant's work- place and specifying the actions that will be taken against employees for violation of such prohibition.		e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to every grant officer or other designee or whose grant activity the convicted employee was working	
b. Establishing an on-going drug-free awareness program to inform employees			
<ul><li>(1) The dangers of drug abuse in the workplace;</li><li>(2) The Applicant's policy of maintaining a drug-free workplace;</li></ul>	unle rece	ss the Federalagency has designated a central point for the opt of such notices. Notice shall include the identification ber(s) of each affected grant;	
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and	days	Taking one of the following actions, within 30 calendar of receiving notice under subparagraph d.(2), with respect	
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.		ny employee who is so convicted  (1) Taking appropriate personnel action against such an alloyee, up to and including termination, consistent with the	
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	requ	irements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfacto-	
d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will		rily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, la enforcement, or other appropriate agency;	
	_	Making a good faith effort to continue to maintain a drug- workplace through implementation of paragraphs a. thru f	
2. Sites for Work Performance. The Applicant shall list (on separate p HUD funding of the program/activity shown above: Place of Perfor Identify each sheet with the Applicant name and address and the program.	mance s	hall include the street address, city, county, State, and zip code.	
Check here if there are workplaces on file that are not identified on the atta	ched she	ets.	
I hereby certify that all the information stated herein, as well as any inf Warning: HUD will prosecute false claims and statements. Conviction ma (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)		-	
Name of Authorized Official	Title		
Signature		Date	

## Document D Public Contracting and Environmental Crimes Certification

(must attach to your bid)

#### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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:
for [print individual's name and title]
[print individual's name and title]
[print name of entity submitting sworn statement]
whose business address is:
and (if applicable) its Federal Employer Identification Number (FEIN) is If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement:
Lunderstand that he person or entity shall be awarded or receive a County contract for public

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:

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

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

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

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

where an officer, official, agent or employee of a business entity has been convicted of or has admitted to any of the crimes set forth above on behalf of such 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 judgement 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 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 produc	ed identification
		My commission
expires [Notary Public Signature]		
[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.

Document E
Contractor's Questionnaire
(must complete and include in bid
package – answer all questions or
indicate why the question does not
apply to you - do not leave any blanks)

#### **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.
LICENSE # and COMPANY NAME:
PHYSICAL ADDRESS:
TELEPHONE NUMBER: ( ) FAX: ( )
Bidding as an individual:; a partnership:; a corporation:; a joint venture:
If a partnership, list names and addresses of partners. If a corporation, list names of officers, directors, shareholders, and state of incorporation. If a joint venture, list names and address of venturers and the same if any venture is a corporation for each such corporation, partnership or joint venture:
Your organization has been in business under this firm's name as a for how many years?
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. Include contact names and phone numbers:
<u></u>
Have you ever been assessed liquidated damages under a contract during the past (5) five years? If so, state when, where and why and provide contact names, addresses and phone numbers.
Have you ever failed to complete work awarded to you? If so, state when, where and why and provide contact names, addresses and phone numbers.

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:
Name three individuals, governmental entities, or corporations for which you have performe work (preferably similar in nature) and to which you refer. Include contact name and phone number:
What specific steps have you taken to examine the physical conditions at or contiguous to site, including but not limited to, the located of existing underground facilities?
What specific physical conditions, including but not limited to the location of existing underground facilities have you found, which will in any manner affect the cost, progress performance or completion of the work?
Will you subcontract out any part of this work? If so, describe which major portion(s):
List any/all WBE/MBEs that will be utilized in this project, including the contract amount:
What equipment do you own that will be used for this project?
What equipment will you purchase/rent that will be used for this project?

fapplicable, list the	Surety that wi	ill provide the bond(s) for this project:
Surety's Name:		
Surety's Address:	· <del></del>	
Surety's resi	ident agent for	service of process in Florida:
	Name:	<u></u>
	Address:	
	/ laar coo.	
	radiooo.	

### Document F MBE/WBE/Section 3 Certification

(must be attached to your bid to be eligible for up to 10% pricing consideration)

### Document G Proof of Insurance

(must be attached to your bid)

### Document H Byrd Anti-Lobbying Certificate

(must be attached to bids over \$100,000K)

#### BYRD ANTI-LOBBYING CERTIFICATE

#### Certification for Contracts, Grants, Loans and Cooperative Agreements (to be submitted with each bid)

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 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—LL, "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.

accuracy of each statemen	, certifies or affirms the truthfulness and at of its certification and disclosure, if any. In addition, the Contractor at the provisions of 31 U.S.C. § 3801, et seq., apply to this certification at	nd
Date:		
Signature:		
Company Name:		
Title:		

# Document I Bid Bond (5% of Total Bid) (Must be included in bid package for any Bid over \$100,000K)

### Document J Authorized Agent Form

(must be completed, notarized and brought to the Information Conference when Prime sends alternate to act on his behalf)

#### AUTHORIZED AGENT FORM

DATE:	
I,	(name of agent), to be an agent for(company name) in all matters regarding
	shall include but not be limited to the signing of unts and any other related documents that shall be
Signature - (NAME OF OWNER)	
Signature - (NAME OF AGENT)	
State of Florida County of	
	owledged before me this day of,, who produced identification who did/did not take an oath.
NOTARY PUBLIC	_
My Commission Expires	_

### Document K Addendum Acknowledgement Form

(must attach to your bid when addendums are issued)

#### ADDENDUM ACKNOWLEDGEMENT FORM

We, the undersigned hereby declare that we have carefully reviewed the bid documents/addendum(s), 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 the Homeowner and the successful bidder and their subcontractors. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all reprocurement costs, damages, and attorney fees as incurred by Manatee County and the Homeowner.

PROJECT ADDRESS:
Acknowledge Addendum No Dated:  Acknowledge Addendum No Dated:  Acknowledge Addendum No Dated:  Acknowledge Addendum No Dated:  Acknowledge Addendum No Dated:
COMPANY NAME:AUTHORIZED SIGNATURE:
(Print Name & Title of Signer)
DATE:
COMPANY ADDRESS:
PHONE: FAX:
E-Mail Address:

## Document L Build America, Buy America (BABA) Certification

(must attach to your bid when BABA Compliance is possible)

If bidder requires a Waiver from BABA Requirements, please reach out to Project Manager:

Julia H. Vieira, Community Development Project Manager (941) 748-4501, ext. 1266
Julia.vieira@mymanatee.org

**CERTIFICATION** 

## Build America, Buy America Act: Optional Buy America Preference (BAP) Certification



#### **Project Information**

Grantee	
Grant Number	
Activity Name	
Activity Number (IDIS/DRGR)	

This "Optional Buy America Preference Certification" is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

#### For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product
  was manufactured in the United States, and the cost of the components of the manufactured product that are mined,
  produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the
  manufactured product, unless another standard that meets or exceeds this standard has been established under applicable
  law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

#### Attach a list of all covered materials procured by the signatory and used in the project.

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project to the CPD grantee and HUD upon request. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature	Title/Organization	Date

## Build America, Buy America Act (BABA) Buy America Preference Requirements for HUD funded Projects (CDBG & HOME)

National Database of Construction Materials produced in the United States.

Step 1: https://www.floridamakes.com/supplychainflorida/home



#### Supply Chain Solutions for Florida Manufacturers and Consumers

Thank you for visiting Supply Chain Florida brought to you by the FloridaMakes Network. Supply Chain Florida is designed to provide you with the latest news, information and tools to build a more resilient and efficient supply chain.

#### Step 2: Click on Register to obtain access to Connex Florida manufacturers database.

The Connex Florida platform contains in-depth information on a broad scale along with detailed search functions to find specific manufacturers' production capabilities, including equipment and manufacturing processes, as well as industry certifications, material types, industry sectors, NAICS and SIC codes, and more.

The result is an innovative platform that allows buyers and suppliers to search through thousands of local and national manufacturers to quickly find those that match their needs. In an instant, discover the services companies provide, build user relationships with one another, and decrease gaps in the supply chain.

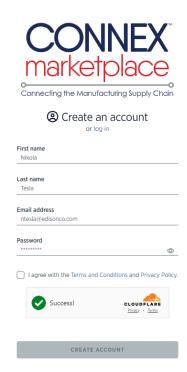
Using the Connex Florida Exchange Center, businesses connect by posting and responding to RFQs, RFIs, and RFPs, leading to new market opportunities. By gathering industries under one platform, Connex Florida can strengthen our supply chain, and significantly improve production integrity, accuracies, and efficiencies in our manufacturing ecosystems.



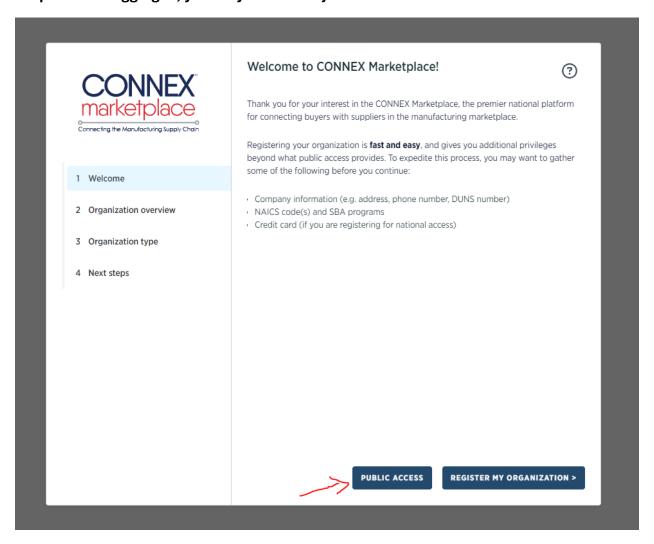
Step 3: You will be prompted to the following screen. Please create an account.



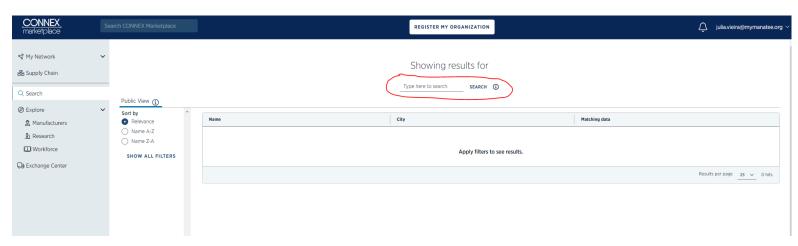
Step 4: Fill out Registration information.



Step 5: After logging in, you may choose to just select "Public Access".



Step 6: Landing page for research: type the key word for the material you are looking for.



#### Here is an example of search results when searching for "cement":

