HOUSING REHABILITATION PROGRAM

INVITATION FOR BIDS

This project is funded through the State Housing Initiative Partnership (SHIP) program, as administered through Manatee County. The Manatee County Department will accept bids entered thru Neighborly for the following owner-occupied property:

Homeowner Name: **Nicole Falasca** Phone Number: **941-720-7733**

Property Address: **3512 21st St Ct E Bradenton, Fl 34208**

Housing Type: **Single Family**

Scope of Work: Rehabilitation WWU #**24281**

Type of Permit: **Renovation**

Mandatory Information Conference: 10am Thursday September 24th, 3512 21st St Ct E Bradenton, Fl 34208
Deadline for Clarification: 5pm Thursday October 1st, 2026.
Bid Due Date: 2pm Thursday October 8th, 2026.
Bid Opening Date: 2pm Thursday October 8th, 2026, Fl 34221 at 5213 4th Ave E Bradenton, Fl 34208

Bid information as follows or documents are available from the Community and Veterans Services Department. contacting Howard Jensen at (941) 748-4501, Extension 3630 Note**: All Overhead and Profit is to be included in each line item.**

LATE BIDS WILL NOT BE ACCEPTED

Bids must be entered in Neighborly, and all required attachments must be uploaded to your bid prior to clicking save and submit at bottom of bid. Bid opening will be at **Manatee County Community and Veterans Services Department, 5213 4th Ave E Bradenton, Fl 34208 by the due date and time.**

All questions regarding this bid must be submitted in writing to howard.jensen@mymanatee.org.

CONTRACTORS PLEASE NOTE:

YOU MAY NOT HAVE ANY DIRECT CONTACT WITH THE HOMEOWNER UNTIL INSTRUCTED TO DO SO

INSTRUCTIONS TO CONTRACTORS

Please complete the attached Proposal for Work and Work Write-Up in Neighborly, by line item, and click save and submit after all required forms have been uploaded. **DO NOT MODIFY OR MAKE CHANGES TO ANY SPECIFICATION IN THIS WORK WRITE-UP.**

1. The contractor shall incorporate the Work Write-Up into their contractual agreement with the Homeowner. The contractor shall provide line-item prices for each item specified on the attached Work Write-up. Profit and overhead should be included in each line item.

2. Attached you will find a copy of the applicable ***General Conditions*** and the ***Contractor Payment Procedures.***

3. Please submit with your bid package with the ***Bid Form*** filled in completely and signed. ***DO NOT*** sign the signature lines of the Work Write-Up.

   The contractor agrees that he/she has prepared the ***Bid Form*** and that the contents are consistent and accurate as to the name of the contractor, scope of work and price of the contract. The contractor acknowledges the performance requirement established in the work write-up and or contract and warrants that all work undertaken will conform to said specifications.

4. The signed ***Work Write-Up*** and ***Bid Form*** must be submitted thru Neighborly by bid deadline established by the Community and Veterans Services Department. **Late bids will not be accepted**.

Should you have any questions or concerns related to the bid process or Work Write-Up, please contact a member of our staff at (941) 749-4501.

ATTENTION CONTRACTORS

All measurements contained in the attached Work Write-Up are ESTIMATES ONLY
Contractor is responsible for measurements prior to bidding work.

CONTRACTOR PAYMENT PROCEDURES

PARTIAL PAYMENTS:

Submit an application for payment, per Construction or Rehabilitation Loan Agreement requirements with the appropriate ***"Draw Checklist"*** and applicable attachments, to the Community and Veterans Services Department with a copy of the Work Write-Up/Bid Package (Rehabilitation Project).

Mark the specific work completed by circling or highlighting the individual items. **Please be sure that the work marked totals the amount requested on the application for payments.**

After receipt of your application for payment, the Community and Veterans Services Staff will make an appointment with the homeowner to inspect the work completed. (1 business day)

If there are any problems with the work or documentation is incomplete, the Community and Veterans Services Staff will complete and provide a Deficiency Notification and return it with the original application for payment to the contractor. (1 business day)

If all work inspected is approved, the Community and Veterans Services Department Staff will prepare the application for payment and return the payment request to the contractor for signature. The Community and Veterans Services Department will forward the payment request to the Fiscal Manager for Director's signature and payment processing. (3 business days).

After the Director of Community and Veterans Services Department Services approves and signs the application for payment, it will be forwarded to the Clerk of the Circuit Court Finance Department for a check to be drawn. Per Florida Statutes, the Clerk's Office has thirty (30) business days from the date they receive the invoice to issue a check.

FINAL PAYMENTS:

In addition to the above, attach copies of the required documents per the draw schedule.

PAYMENT OF RETAINAGE:

Payment of retainage is subject to the following conditions:

1. County has received the following in form and substance satisfactory to County.

2. A written requisition, in such form as required by County and approved and authorized by Owner, specifying the cost of retainage in connection with the construction of the Improvements.

(PLEASE REFER TO HOMEOWNER'S LOAN AGREEMENT DOCUMENTS FOR COMPLETE BREAKDOWN AND INSTRUCTIONS ON PAYMENT REQUIREMENTS)

GENERAL CONDITIONS (REHABILITATION)

1. Scope of Services

The Contractor will furnish all labor, equipment, tools, materials and services to perform all work as described in the Work Write-Up as attached hereto. All work is to be completed in a workmanlike manner according to standard practices.

2. Completion of Work

All work is to be satisfactorily completed by the date set forth in the proposal for work unless extended in writing by the Director of Community and Veterans Services Department or designee.

3. Products, Materials, Substitution and Approval

All equipment and material shall be new and shall conform with 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 Homeowner'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 the County, if requested. No such materials shall be used unless approved in writing by the County.

4. Work Write Up

The Work Write Up submitted is the Contractor's cost to acquire, deliver and install the specified item less any discounts or rebates.

5. Building Permits

The Contractor will be responsible for obtaining and paying for the necessary building permits and any surveys or engineering required by Manatee County prior to beginning construction.

6. Compliance with State and Local Laws

The Contractor shall perform all work in accordance with all applicable State and local building codes.

The Equal Opportunity Clause published at 41 CFR 60-1.4(a) of this chapter is included in this contract by reference. A copy of this clause is available at the Community Services Office.

All painting and paint removal shall comply with the Lead Based Paint Poisoning Prevention Act.

7. Insurance and Workman's Compensation

The Contractor shall procure, maintain 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.

8. 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 year.

All warranties begin on the date of final acceptance by Manatee County.

9. 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 the Homeowner or Manatee County.

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

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.

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.

The Contractor shall be responsible to erect and maintain guard rails, barricades, temporary walks, etc., as may be required for workmen and homeowners.

11. Inspection of Work

The Contractor and Homeowner will permit Manatee County's representatives, with safe access to inspect all work.

The Contractor will be responsible for notifying both Manatee County's Community and Veterans Services Department and the Building Department when required inspections are needed. Work completed without the required inspection may be required to be removed at the Contractor's expense.

12. Suspension of Work by County

The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

An adjustment shall be made for increases in the cost of performance of the Agreement, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

12.1 That performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

12.2 That an equitable adjustment is made or denied under another provision of the Agreement.

13. Termination of Contract by County

The County may terminate the Agreement if the Contractor:

13.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

13.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors.

13.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

13.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the County with the concurrence of the Director, Community and Veterans Services, may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

A. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

B. Accept assignment of subcontracts.

C. Finish the Work by whatever reasonable method the County may deem expedient.

When the County terminates the Agreement for one of the reasons stated herein, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. This payment shall survive termination of the Agreement.

14. Homeowner's Responsibilities

The Homeowner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, if necessary unless such item is attached to the floor or walls.

The Homeowner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to complete the work.

15. 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 contractor from the full responsibility to the Homeowner, and County for the proper completion of all work to

be executed under this agreement and the contractor shall not be released from this responsibility by any sub-contractual arrangement that he may make with others.

16. Assignment of Contract

The contractor shall not assign the contract without written consent of the Homeowner and County.

17. 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 the Homeowner, Contractor, and the County.

BID FORM

Manatee County is accepting bids from contractors for the rehabilitation of the property located at _____. The final selection may not be based solely on price but may include other criteria.

CONTRACTOR'S BID:

Having read the Work Write-Up #_____ dated _____, I do hereby propose to furnish all labor, equipment, tools, materials and services in accordance with the work write-up for the sum of ($_____), as fully detailed. All work included in this bid will be completed within __ days of the issuance of a Notice to Proceed.

The undersigned acknowledges that a **Rehabilitation Loan Agreement** between County and Owner and a **Contractor's Acknowledgment of Rehabilitation Loan Agreement** shall be executed by the parties if the proposal submitted is selected for award of a contract for this Work Write-Up.

Date: _____

Authorized Signature: _____

Name and Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Federal Identification #: _____

ATTACHMENT TO WORK WRITE-UP

A. INFORMATION TO BIDDERS

This project is funded through the State Housing Initiative Partnership (SHIP) program, as administered through Manatee County.

A.01 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.

The license requirement for this project is either a General Contractor "GC", Certified Building Contractor "CBC", or a Certified Residential Contractor "CRC" issued by the Florida Department of Professional and Business Regulation. A copy of your license (s) must be attached to the bid submittal.

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.

A.02 MANDATORY INFORMATION CONFERENCE

A mandatory on-site Information Conference is scheduled for Thursday September 24th, 2026, at 10am BIDS WILL NOT BE CONSIDERED FROM THOSE BIDDERS WHO DO NOT ATTEND THE INFORMATION CONFERENCE.

Whenever possible, the prime contractor should attend the information conference. If the prime contractor cannot attend, one of his/her employees (not subcontractors) may attend on the prime's behalf, if they have a signed Authorized Agent Form (Attachment F) with them at the information conference.

A.03 DEADLINE FOR CLARIFICATION REQUESTS

Thursday October 1st, 2026, at 5pm shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids.

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

A.04 OPENING LOCATION

Bids will be publicly opened at 5213 4th Ave E Bradenton, Fl 34208 in the presence of County staff on **Thursday October 8th, 2026, at 2pm.** All bidders or their representatives are invited to be present.

Any bids received after **Thursday October 8th, 2026, at 2pm** will not be considered. It shall be the sole responsibility of the bidder to have their bid entered in Neighborly on or before the stated time and date.

A.05 CLARIFICATION & ADDENDUM(S)

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

If any addendum(s) are issued to this Invitation for Bids, it shall be the responsibility of each bidder, to contact Manatee County prior to submitting their bid, to determine if addendums were issued and to make such addendums a part of their bid. If addendums were issued, an Addendum Acknowledgement Form (Attachment D) must be attached to your bid submittal.

A.06 LOBBYING

After the issuance of any solicitation, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with the Homeowner or any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final Agreement or when the IFBC has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.07 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 the homeowner. 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 the homeowner. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

The responsive, 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 responsive, 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 responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, 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.

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.08 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 and state regulations, as outlined in Section C, will apply to any resulting contract or agreement.

A.09 RIGHT TO PROTEST

Any actual or prospective offeror who is aggrieved in connection with the solicitation of a contract, or any actual bidder aggrieved in connection with the award or notice of intent to award a contract, where such grievance is asserted to be the result of a violation of the requirements of Manatee County's purchasing code or any applicable provision of law by the officers, agents or employees of the county, may file a written protest to the board to be investigated by the administrator or his or her designee.

Protests shall be made in writing to the board, in duplicate, and shall be filed and stamped as received by the board's administrative offices within seven (7) calendar days after the protestor knows or should have known of the facts giving rise thereto, but no later than seven (7) days after the purchasing official provides actual or electronic notice of intent to award. Protests received after the seven-day period shall not be considered.

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than $250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.10 COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Bidder during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Bidder.

A.11 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 that it has complied with the Drugfree Workplace Program requirements shall be prohibited. **A Drug Free Work Place Certification Form (Attachment B) must be attached to the bid submittal.**

A.12 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.13 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

State regulations prohibits 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 (Attachment C) must be attached to the bid submittal.**

A.14 AMERICANS WITH DISABILITIES ACT

The Homeowner or Manatee County or 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.15 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.16 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.17 PUBLIC RECORDS AND DISCLOSURE

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

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice of rejection of all Bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, lacy.pritchard @mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton, FL 34205.

A.18 SUBCONTRACTORS

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the prime contractor from the full responsibility to the Homeowner and Manatee County for the proper completion of all Work to be executed under this contract. The employment of unauthorized aliens by any contractor is considered a violation of Section 274(e) of the Immigration and Employment Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

A.19 INSURANCE

The contractor shall not commence work, until the contractor has obtained all insurance under this section, and such insurance coverage as required by the County. The contractor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

> The Contractor shall maintain such insurance as will protect him from claims for damages for personal injury, including death, which may arise from work performed on this project, whether such work be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall present Project Manager with certificate of insurance evidencing comprehensive public liability insurance coverage of not less than $100,000/$300,000 in the event of bodily injury including death, and $50,000/$100,000 in the event of property damage arising out to the work performed by the Contractor. Contractor shall also carry Worker's Compensation insurance as required by State law.

Certificates of Insurance and Copies of Policies for Bid Package

Certificates of Insurance evidencing the minimum insurance coverage specified in the above paragraphs must be included in the bid package**.** Contractors who are claiming an exemption from Worker's Compensation Insurance must include a copy of their State of Florida Exemption in the bid package.

Certificates of Insurance and Copies of Policies Before Commencement of Work

The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number (if one was assigned), project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful contractor shall name Manatee County as additional insured in the required policies, prior to commencement of work, and shall provide a copy of the policy to the Community and Veterans Services Department.

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 Manatee County thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the Homeowner 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 the Homeowner or Manatee County or to any workers, suppliers, material men or employees.

A.20 INDEMNIFICATION

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

A.21 PLACEMENT OF PROJECT FUNDING SIGN IN AREA VISIBLE TO THE PUBLIC (where applicable)

Contractor must securely position a Project Funding sign (provided by Manatee County Community and Veterans Services Department), in the front yard and within view of the street. It is the Contractor's responsibility to pick-up the sign from the Community and Veterans Services Department. Signs are to be returned to Manatee County upon completion of the project. Failure to return sign at the completion of the project may result in a delay of the final payment to the Contractor.

A.22 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may reopen his/her bid in Neighborly and make corrections and save and submit, or if choosing to withdraw bid, bidder would not save and submit after reopening bid, in this case the bidder would need to turn in a notice of no bid before bid due date and time. Bidder may withdraw its Bid by submitting a written notice to the Community and Veterans Services Department. The notice must be received at CVS offices prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or

After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:

The mistake is clearly evident in the solicitation document; or

Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Department Director.

A.23 **ERRORS OR OMISSIONS**

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in Section A. 23 Withdrawal or Revision of Bids.

B. BASIS OF AWARD

Evaluation factors are primarily price, but quality and perceived ability of the contractor to complete the project in the timeliest and efficient manner will be considered, as determined from the responses in the Invitation for Bids and subsequent investigation by the Homeowner or Manatee County. Note that all submittals shall be judged on their relative merits; therefore, price shall not be the sole evaluative factor in making the selection.

B.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 in the Work Write-Up as set forth in this Invitation for Bids. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the work in accordance with and in the manner set forth and described in the bid documents to the Homeowner's satisfaction within the prescribed time. Overhead and profit must be included in each line item and may not be calculated as a percentage of the bid price for each line item.

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

B.02 AWARD OF CONTRACT

Contract is conditional on the subsequent submission of other documents as specified herein, to demonstrate compliance with applicable State regulations. 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 will void the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible bidder or re-advertise for bids.

C. COMPLIANCE WITH OTHER APPLICABLE LAWS

C.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) 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 B)*; and

ATTACHMENT A
Proof of Valid License
(must attach to your bid)

ATTACHMENT B
Drug Free Work Place Certification
(must attach to your bid)

Certification for a Drug-Free Workplace

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 Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

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 of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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 on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date
X	

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT C
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 name of entity submitting sworn statement]

whose business address is:

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ . If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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 produced 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.

ATTACHMENT D
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 re-procurement 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: _____

ATTACHMENT E
Proof of Insurance – Liability and Workers Compensation or exemption

(must be attached to your bid)

ATTACHMENT F
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
For
Manatee County Community and Veterans Services Department

DATE:_____

I, _____(name of contractor), authorize _____(name of agent), to be an agent in and of _____(company name) in all matters with my work regarding the Manatee County Community and Veterans Services Department. This authorization shall include but not be limited to the signing of contracts, change orders and any other related documents that shall be necessary.

_____
Signature - (NAME OF CONTRACTOR)

_____
Signature - (NAME OF AGENT)

State of Florida
County of_____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____ by _____, who produced identification _____ OR is personally known to me and who did/did not take an oath.

_____
NOTARY PUBLIC

_____
My Commission Expires