



**CITY OF BRUNSWICK, GEORGIA
Economic Development Department
CDBG-DR**

INVITATION FOR BID
and
Contractual Requirements for

**Home Rehabilitation
2314 Lee St., Brunswick, GA 31520**

**BID: 2023-03-HRRP078
Due: 3:00 p.m., December 26, 2023**

**Source of Funding:
US Department of Housing & Urban Development CDBG-DR
thru: Georgia Department of Community Affairs**

INVITATION FOR BID (IFB)

The City of Brunswick Economic Development Department is requesting bids from pre-qualified and licensed contractors for Home Rehabilitation located at 2314 Lee St., Brunswick, GA 31520. **Only those contractors previously pre-qualified for the 2017 HRRP Program may bid.** The contractor shall be required to complete work as specified and outlined in the Work Scope Sheet included herein.

Interested parties are invited to submit sealed bids for **BID:2023-03-HRRP078 “Home Rehabilitation at 2314 Lee St., Brunswick, GA 31520”** – to the City of Brunswick Economic Development Department (referred to as COB), **not later than 3:00 p.m., on Tuesday, December 26, 2023. No facsimile or telephone bid submittals will be accepted.**

MANDATORY Pre-Bid Walkthrough will be held 10:00 a.m., on Thursday, December 07, 2023, at 2314 Lee St., Brunswick, GA 31520. Non-attendees are not eligible to submit a proposal.

Any bid submittal received later than the specified time/ date deadline will **NOT** be accepted/considered.

Contact Information for this Project:

Anwar M. Mamukid
amamukid@cityofbrunswick-ga.gov
(912 279.2638)

INSTRUCTION TO BIDDERS

WAYS TO SUBMIT BID

a. Mailing:

Sealed bids shall be enclosed and secured in an envelope/package and properly marked with **BID:2023-03-HRRP078 “Home Rehabilitation at 2314 Lee St., Brunswick, GA 31520** and displayed on the outside of envelope/package bearing the name, license number (*if applicable*, address of bidder, bid number and project identification). No other information shall be included or written on the outside of the bid envelope/package.

Please submit one (1) original and one (1) additional copy of bid response. City of Brunswick Economic & Community Development **shall not** be responsible for unidentified bids. Bids should be addressed to:

City of Brunswick
Attn: Anwar Mamukid
Economic Development Department
601 Gloucester St, Box 550, Brunswick, GA 31520

b. E-Mailing:

Alternatively, Bids can be e-mailed. In subject, please indicate: **BID:2023-0-HRRP078 “Home Rehabilitation at 2314 Lee St., Brunswick, GA 31520** and the message should also include the name of bidder, address and license number.

Please forward it to:

Anwar Mamukid
e-mail: amamukid@cityofbrunswick-ga.gov

All Bids (both mailed and e-mailed) will not be opened until after the submission deadline ends.

All Bids shall be received on or before the deadline to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier, or other delivery service - is entirely on the Contractor. It is the sole responsibility of the Contractor to have the proposal physically in the advertised Office by the dates specified in this IFB. The time of delivery will be marked on each application when received, and any application received after the proposal submission deadline will be rejected.

BID PARTICULARS

This project is U.S. Department of Housing & Urban Development Grant funded and contingent upon funding availability. Therefore, all rules and regulations related to such funding will apply.

Examination of Bid Document: Prior to submitting a bid, each bidder shall carefully examine the Bidding documents, study, and thoroughly familiarize himself with the specifications/requirements thereof and notify Owner of all conflicts, errors, or discrepancies.

The bidder shall sign his bid correctly. All offers shall be entered in ink or typewritten. Bid proposals may be rejected if any omissions, alteration of form additions not called for, or any irregularities of any kind are shown. **The bid shall remain firm for not less than 90 calendar days from the date of bid submission.**

The bidder's name and solicitation number shall be included when specifications or descriptive papers are submitted with the invitation for bid. By submission of a bid, the bidder guarantees that all goods and services meet the requirements of the solicitation.

Sales Tax is expected to be included with the bidders pricing on the attached work scope and specifications sheet

Questions: All questions must be submitted in writing to **Anwar M. Mamukid, Construction Manager, CDBG-DR at amamukid@cityofbrunswick-ga.gov. Proper reference to this Invitation for Bid is required. The deadline for submitting questions is 3:00 p.m., Friday, December 15, 2023.** All changes in specifications shall be in writing in the form of an addendum. Verbal information obtained otherwise will not be considered in awarding of bids.

Addendum to Bid: If it becomes necessary to revise any part of this request for bids, an addendum will be provided in writing to all prequalified contractors. All amendments issued by City of Brunswick Economic Development office must be acknowledged in writing by bidder. **It shall be the Bidder's responsibility to ensure he has all addenda.**

Site Examination and Assessments: There will be a **Mandatory Pre-bid Walkthrough 10:00 a.m., Thursday, December 07, 2023, at 2314 Lee St., Brunswick, GA 31520.** The bidder is responsible for visiting the project site before submitting a Bid to become familiar with the scope of work, site, and soil/foundation conditions. **Non- attendees are not eligible to submit a proposal.**

Evidence of Qualifications: To demonstrate qualifications for performance of work, bidders must be licensed to perform work in the State of Georgia as evidenced by their contractor's license number appearing on the bid documentation. **Your company does not need to be based in State of Georgia, but should be licensed to do business here, if awarded the contract. Failure to comply will be automatic grounds for rejecting the proposal as non-responsive.**

Contract Award: Award of contract will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB/RFPQ for Pool of Contractors and is most advantageous. In determining the lowest responsive and responsible bidder, the City will consider/evaluate bidders' past and current performance of other City contracts, to include factors such as timely delivery and guaranteed delivery date. The successful bidder will be expected to agree to the provisions contained in a "Homeowner-Contractor Agreement" ([Sample Contract \(Template\).docx](#)) by executing a copy of that contract.

The bidder must include the following items, or their proposal may be deemed non-responsive; a

completed Write-up Work Sheet, a signed Bid Proposal Form, Non-Collusion Affidavit and Acknowledgement of Addenda, Bid Bond (*when applicable*), licenses, Drug- Free Certification, Anti-Lobbying Form, and Debarment Certification.

The City reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

Contractor Management by City of Brunswick Economic Development Department

City of Brunswick Economic Development Department (COB) manages U.S. Housing and Urban Development CDBG-DR funds, as a sub-recipient of Georgia Department of Community Affairs (DCA) CDBG-DR grant. Communication and construction coordination after the bid is awarded shall initiate between the COB and contractor. Roles and responsibilities will be discussed at the time of the pre-construction meeting.

Incorporation: Georgia Department of Community Affairs HRRP 2017 Homeowner Rehabilitation and Reconstruction Manual provisions (https://www.dca.ga.gov/sites/default/files/2017_hrrp_manual_-_version_3_1.pdf) shall be deemed incorporated in this IFB and the subsequent contract for the winning bidder, including but not limited to, all the Building Code requirements, Quality and Performance, Lead Hazard handling, Federal Laws and Cross-Cutting requirements, ADA and Special Needs accommodation and allowed scope of works.

Compensation: COB shall determine an appropriate pay schedule as a part of the Pre- Construction Meeting.

Term of Contract: The term of the contract shall be (60) **Calendar** days with the effective date the **date of the Homeowner's signature**.

Liability Coverage: The successful bidder shall provide proof of all required insurance(s), including worker's compensation, premises, liability, and general liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence.

Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles used in premises/operations. The City must be provided with notice prior to cancellation, modification, or reduction in limits of any stipulated insurance.

Time of Completion: The time of completion for all renovations to receive an "Acceptance of

Work” will be **(45) calendar days** from the start date. The contractor’s start date shall be no later than ten (10) business days after receipt of the Notice to Proceed.

Liquidated Damages: Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to COB for all loss and damage which the City may suffer on account thereof. It is agreed and understood that it will be difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the City in liquidated damages the sum of **\$250.00** per day for each and every calendar day of delay beyond the time herein prescribed for finishing the work. In case same is not paid, the contractor agrees that the City may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due the contractor is considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this Contract. Failure of the City to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the appropriate COB official, as approved by an authorized DCA representative, prior to contract completion date.

The contractor shall not be charged with resulting damage if:

- A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to act of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and
- B. The contractor, within ten (10) days from the beginning of such delay, unless the City grants a further period of time before the date of final payment under the Special Instructions notifies the City in writing of the cause(s) of delay. Horry City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the County’s sole judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

Grievance: Any actual or prospective respondent who is aggrieved in connection with this procurement or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto if grievance has been made in accordance with bid proposal requirement. Any grievance by a bidder shall be made known prior to any bid opening in accordance with invitation to bids.

Freedom of Information Statement: Procurement information shall be a public record to the extent required by all applicable statutes, with the exception that commercial or financial information obtained in response to an “Invitation for Bids” which is privileged and confidential if so, designated by the proposer shall be protected from disclosure. Such information must be clearly marked as “CONFIDENTIAL” by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

Legal Statement - Responders to this IFB must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

Bidder Notices: **COB** reserves the right to reject any or all bid proposals and further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the City. The City shall be the sole judge as to whether bid proposals submitted meet all requirements contained in this procurement.

This solicitation does not commit the **City of Brunswick** to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein. Costs associated with proposal preparation, oral interviews or presentations shall be the Sole responsibility of the proposer.

COB hereby notifies all those responding to this IFB that, in accordance with the provisions of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this IFB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, religion, sex, color, disability or national origin in consideration for an award.

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BID PROPOSAL FORM
IFB: 2023-03-HRRP078
Home Rehabilitation
2314 Lee St., Brunswick, GA 31520

BID PROPOSAL FROM: (company name and address): (hereinafter called "BIDDER"), organized and existing under the laws of the State of Georgia)

TO: City of Brunswick Economic Development Department

In compliance with your Invitation for Bid, BIDDER hereby proposes to perform all WORK for the construction and/or maintenance of the improvements as stated in the attached Work Scope and Specifications in strict accordance with the CONTRACT DOCUMENTS, within the time set forth and for the bid proposal amount.

By submission of this BID PROPOSAL, BIDDER certifies that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the PROPOSAL with any other BIDDER or with any competitor.

BIDDER hereby agrees, if awarded this contract, to commence WORK under the contract on or before a date specified in the NOTICETO PROCEED.

BIDDER further agrees to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as provided in this INVITATION FOR BID.

BIDDER agrees to perform all work, or portions thereof, described in the INVITATION FOR BID as presented on the attached Required WORK SCOPE AND SPECIFICATIONS SHEET.

COMPANY:

CONTACT PERSON:

ADDRESS:

AUTHORIZED SIGNATURE:

PHONE :

FAX :

E-MAIL :

CONTRACTOR'S LICENSE NUMBER :

WORK SCOPE & SPECIFICATIONS

Home Rehabilitation

2314 Lee St., Brunswick GA31520

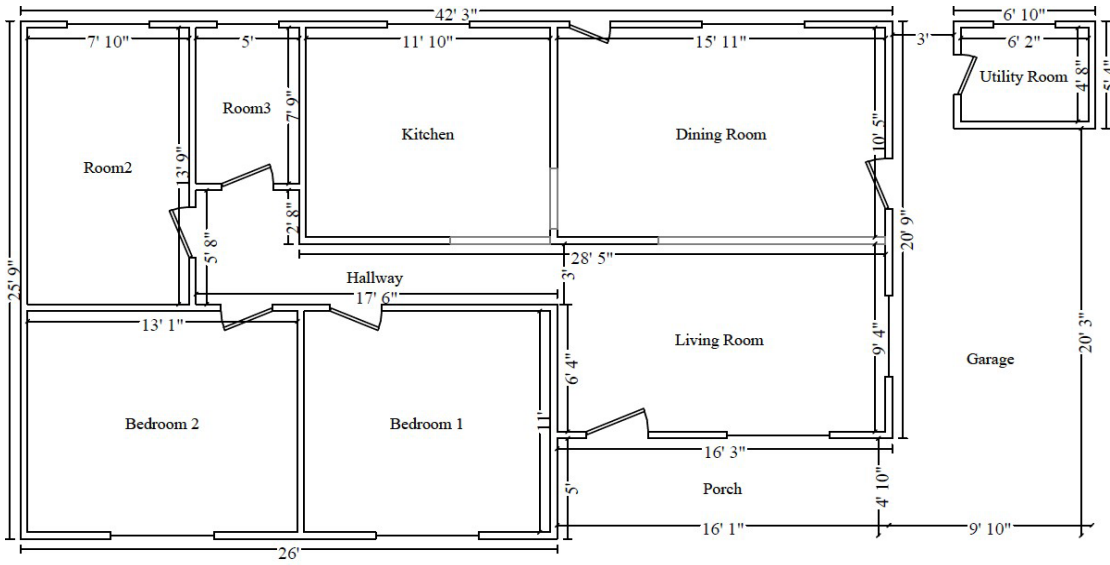
WORK SPECIFICATIONS		QUANTITY	PRICE (In USD)				NOTES
			Materials	Labor	Unit Price	Total	
GENERAL							
	Cleaning/Dumpster	1 lot					includes all cleaning/dumping
	Temporary Toilet	1 lot					
MAIN LEVEL							
a. Ceiling							
Ceiling (Demo down to joist)	1/2" drywall - hung, taped, floated, ready for paint	1200 sq ft					Remove ACM Ceiling and Replace
	Seal/Prime/Paint (2 coats)	1200 sq ft					Seal, Prime, 2 coats Paint
b. Flooring							
	Baseboard	200 LF					Remove and Replace damaged Baseboard
	Seal/Prime/Paint (2 coats)	200 LF					Seal, Prime, 2 coats Paint
c. HVAC							
	2 Ton Mini Split Air Conditioner Heat Pump system (Energy Star Rated)	1 pc					Remove Damaged AC system and replace
d. Window							
	Vinyl Window Low E-coating glass (double glaze)	9 pcs					Remove, Replace and Seal inc. replacement of any damaged trims and repainting
e. Soffit							
	Replace Damaged Soffit	200 SF					
	Seal/Prime/Paint (2 coats)	200 SF					Seal, Prime, 2 coats Paint
INTERIOR							
a. Bedroom 1							Replace fixtures
	Engineered Wood (Pre-Finished)	130 SF					Remove ACM Floor Tile and Replace inc. underlayment/sub-floor
b. Bedroom 2							
	Engineered Wood (Pre-Finished)	145 SF					Remove ACM Floor Tile and Replace inc. underlayment/sub-floor
PORCH							
Front Porch	Ramp with Hand Rails	1 pc					Remove Damage Rails and Install Ramp with Rails
UTILITY ROOM							
a. Foundation and Wall	3 Helical pier and steel piersections	1 pc					Prepare and Excavate for 3 helical piers (not more than 8' o.c.) and hydraulically drive piers to an estimated depth of 25' below Natural Ground Surface or load bearing strata (whichever is first). Stabilize and Lift the foundation to best feasible elevation/position
	Loose Concrete Block Wall Repair	1 pc					Repair Concrete Block Wall for any cracks/damages (after foundation lifting) including Re-painting to orginal/current wall color
Grand Total (In USD)							

General Notes:

1. all Costs include materials, labor (removal/installation/reset) and waste disposal
2. all materials must adhere existing applicable Codes
3. all work items must adhere to The HUD Green Building Retrofit Checklist (GBR Checklist), whenever applicable

Legend:

- hr - per hour/hourly
- lot - treated as a single item
- pcs - Pieces/Each
- LF - Lineal Foot
- SF - Square Foot



Required Form

**FORM OF NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the Bid Proposal)**

STATE OF _____)
)
City OF _____)

being first duly sworn, deposes and says that he/she is (Sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing Bid Proposal that such Bid Proposal is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any Bidder or person to put in a sham Bid Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the bid proposal price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said bid proposal price, or that of any other Bidder to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Bid Proposal are true; and further, that such Bidder has not, directly or indirectly submitted this bid proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Bidder)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ State _____ City
_____ Notary Public in and for

My commission expires _____, 20_____.

ACKNOWLEDGEMENT OF ADDENDA

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

Required Form

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non- procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attached an explanation to this application.

Address:

Contractor's Signature:

Printed or Typed Name Title

Required Form

DRUG-FREE WORKPLACE

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR –

- A. The applicant certifies that it 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 contractor'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 about-
 - (1) The dangers of drug abuse in the workplace.
 - (2) The contractor'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 contract 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 contract, 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.
 - (d) Notifying the agency, in writing, within 10 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 the State Funding Agency. Notice shall include the identification number(s) of each affected contract.
 - (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 employees 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), (b), (c), (d), (e) and (f).

B. DRUG-FREE WORKPLACE

- (a) As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Signature of Contractor

Typed Name and Title

Required Form

**ANTI-LOBBYING FORM
CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, _____, (name and title of bidder's official) hereby certify on behalf of _____ (name of bidder) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. 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.

Executed this ____ day of _____.

By _____
(signature of authorized official)

(title of authorized official)

SECTION 3 Compliance

The Contractor and Sub Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

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

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to a contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth 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.
- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.