



CITY OF BRUNSWICK, GEORGIA
Economic Development Department
CDBG-DR

INVITATION FOR BID
and
Contractual Requirements for

House Reconstruction: 1505 Monck St.
Brunswick, GA 31520

for

City of Brunswick, GA

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

BID: 2024-10-HRRPRecon1
Bid Deadline: May 14, 2024 (3:00 p.m.)

INVITATION FOR BID (IFB)

The City of Brunswick Economic Development Department is requesting bids from pre-qualified and licensed contractors for Reconstruction of Residential Unit:1505 Monck St., Brunswick, GA 31520.

Interested contractors shall be required to complete works as specified in the Work Scope Sheet and the reference Detailed Plans and Specifications, which will be provided to them.

There is an on-site **Pre-Bid Mandatory Walk-through** at 12:00 p.m., on April 24, 2024 at the specified Residential Unit address.

Only those contractors who previously pre-qualified for the City of Brunswick CDBG-DR 2017 HRRP Program and have attended the Mandatory Pre-Bid Walkthrough may bid.

The City may, at its discretion, provide an additional walk-through before the submission deadline, as needed.

Contact Information for this Project:

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

Rest of this page intentionally left blank

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:2024-10-HRRPRecon1 1505 Monck St**, which should also be displayed on the outside of the envelope/package with the name, license number and address of bidder. 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 **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:2024-10-HRRPRecon1 1505 Monck St**. The message should also include the name of bidder, address and license number.

Please email 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.

Rest of this page intentionally left blank

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 the City of all conflicts, errors, or discrepancies.

The bidder shall sign his/her bid correctly. All offers shall be entered in ink or typed. 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 60 calendar days from the date of bid submission.**

The bidder's name and the 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 5:00 p.m., May 1, 2024.** 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 pre-qualified bidders receiving this request for bids. All amendments issued by the City of Brunswick must be acknowledged in writing by bidder. **It shall be the Bidders' responsibility to ensure they have all addenda.**

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 most advantageous. In determining the lowest responsive and responsible bidder, the City will consider/evaluate the 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 the attached "*Sample Construction Agreement*" by executing a copy of that contract.

Bid Scoring:

Bidder's Price Score (50%):

- a. Price – Lowest responsive price per square foot, which may include detailed analysis of the quality/type/efficiency of materials offered and their price points and compatibility/acceptability with the work scope requirements and guidelines.

Bidder's Technical Score (50%):

- b. RFPQ Scoring – Contractor Pre-Qualification Score received through the RFPQ evaluation, comprising all material information about their company and their capabilities, including Construction experiences/warranties - With reference to customers past/present project quality (including delivery timeline) and warranty offerings.

Lowest Price / Bidder's Price x 50% + Bidder's Technical Score / Total Possible Score x 50% = Total Score (out of 100%)

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 Acknowledgment of Addenda, Bid Security, 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, at its sole discretion.

Remainder of this page intentionally left blank

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 a 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 Reconstruction 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 and Asbestos handling, Federal Laws and Cross-Cutting requirements, ADA and Special Needs accommodation and allowed scope of work.

Pre-construction Meeting/Walkthrough: The awarded bidder will enter into a contract with the property owner. A pre-construction meeting/walkthrough will take place during the contract signing.

Compensation: HRRP manual, as well as the contract terms, provide for the appropriate pay schedule.

Notice of Awards and Terms of Contract: The amount of the Contract will be contained in a Notice of Award issued by the City of Brunswick, and accepted and signed by the successful bidder. The amount contained therein will be final. The successful bidder will be expected to execute with the Residential Homeowner a Homeowner-Contractor Agreement, which will stipulate all the terms and conditions of the Reconstruction, including the accepted and awarded project amount.

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.

Mandatory Bid Security: Each bid must be accompanied by an irrevocable letter of credit from the bank, certified check, or bank cashier's check or Surety Bond, which will be issued for City of Brunswick, Georgia, in the amount not less than five percent (5%) of the bid. Bid bonds may be accepted as bid security. Such checks will be returned to all (except the winning bidder) within three days after the opening of bids. Without Bid Security, a bid will not be accepted.

Mandatory Performance and Payment Bonds: A performance and payment bond will be required of the successful bidder (contractor) for 100 percent of the contract price on contracts over \$100,000

Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/complete 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 the Reconstruction to receive an "Acceptance

of Work” will be **(150) 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.

Contract Progress Schedule: Each bid shall be accompanied by a Contract Progress Schedule. Such Schedule shall list the bidder’s timetable for completion of the contract.

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 contract 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 Special Instructions, notifies the City in writing of the cause(s) of delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the City’s sole judgment, the findings of facts justify such an extension, and the City’s 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 Manager. 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 or 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.

Laws and Regulations - The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

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.

A Notice of Award containing the Reconstruction amount shall be understood to be final when signed and accepted by the winning bidder.

COB hereby notifies all those responding to this IFB that, in accordance with the provisions of the Civil Rights Act of 1964 (42 Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, 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, color, sex, religion, familial status, disability or national origin in consideration for an award.

Remaining of this page intentionally left blank

BID PROPOSAL FORM
IFB: 2024-10-HRRPRecon1
Residential Reconstruction Construction:
1505 Monck 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

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, subject to the final amount in the Notice of Award by the City of Brunswick, if awarded.

By submission of this BID PROPOSAL, each 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 NOTICE TO 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

Design Requirements:

- a. All the Design must conform with the Community Development Block Grant -Disaster Recovery (CDBG-DR) 2017 Homeowner Reconstruction and Reconstruction Program Manual (https://www.dca.ga.gov/sites/default/files/2017_hrrp_manual_-_version_3_1.pdf), specifically the provisions on Reconstruction:
 1. HUD Decent, Safe and Sanitary Standards
 2. All applicable State/City Building Codes
 3. HUD Green Building Standards
- b. Building Lay-out: Total Square Footage - 800-900 sq.ft.
 1. 2 Bedroom/1 Bathroom (1 Bathroom with Walk-in shower and ADA accommodation)
 2. Front Open Porch
- c. Elevation: Additional Cost if elevated on pier and beam @ least 2 ft from Flood Zone Level
- d. Access Ramp: Additional Cost for building access ramp
- e. Site plan: must conform to City of Brunswick set-back requirements

Note: Details of C will be further discussed during walkthrough for factual appreciation of the sites

Costs:

- a. Detailed Cost Proposal, which includes:
 - Design costs
 - Demolition and Clearing
 - Reconstruction with detailed cost breakdown
- b. Total Package Price as a total sum of the entire Proposal

Timeline:

- a. Final plan is due within twenty-one (21) days of Notice of Award
- b. Reconstruction - One hundred fifty (150) days construction timeline from issuance of Notice to Proceed (NTP)

WORK SCOPE SHEET

DETAILS	COST				NOTES
	Material	Labor	Unit Price	Total Price	
Design work					Includes site plan
Cleaning/Dumpster					Includes all cleaning/disposal
Temporary Toilet					Project Duration
Demolition and Site Clearing/Preparation					
Survey and Elevation Certificates					Building Lay-out/Easements/ Base Flood Elevation
Earthworks					Site and Foundation preparation works
Foundation and Concreting					Complete Footing/Foundation/Masonry @ Finished Floor Elevation
Structural and Framing Works					All fixtures, components and necessary works as reflected in the plan/specifications (including Floor Framing, Walls/Doors/Windows Framing, Roof and Ceiling Framing)
Flooring					All fixtures, components and necessary works as reflected in the plan/specifications (including sheathing, underlayment and vinyl planks)
Insulation					All fixtures, components and necessary works as reflected in the plan/specifications (including Wall/Ceiling or Attic/Crawl Space)
Walls					All fixtures, components and necessary works as reflected in the plan/specifications for Dry Wall Installation (including sheathing/Moisture Control/Engineered Wood)
Roofing					All fixtures, components and necessary works as reflected in the plan/specifications (including sheathing/Asphalt Shingles -3 tab 20 years)
Electrical					All fixtures, components and necessary works as reflected in the plan/specifications (including connection to City Electrical Line)
Ceiling					All fixtures, components and necessary works as reflected in plan/specifications (including sheathing, underlayment and vinyl planks)
Doors and Hardwares					All fixtures, components and necessary works as reflected in plan/specifications

Bathroom and Vanities					All fixtures, components and necessary works as reflected in plan/specifications (including Walk-in shower with enclosure and grab bars/handles (ADA compliant) in the Master's Bedroom)
Cabinets and Countertop					All fixtures, components and necessary works as reflected in plan/specifications
Cornice/Eaves					All fixtures, components and necessary works as reflected in plan/specifications (including Soffits and Fascia)
Finishing					All fixtures, components and necessary works in reference to plan/specifications (including Baseboards/Trims)
Mechanical					All fixtures, components and necessary works in reference to plan/specifications (including HVAC/Water Heater)
Plumbing					All fixtures, components and necessary works in reference to plan/specifications (including connection to water and sewage systems)
Painting					All fixtures, components and necessary works in reference to plan/specifications (interior and exterior - 2 coats of paint)
Appliances					All Energy Star Rated fixtures, components and necessary works in reference to plan/specifications (including Electrical Stove and Refrigerator)
Ramp					All fixtures, components and necessary works in reference to plan/specifications (ADA compliant)
Overhead and Profit					
TOTAL COST					

* All Costs include materials, labor (removal/installation/reset) and waste disposal

* All materials must adhere existing applicable Codes

* All work items must adhere to The HUD Green and Energy EfficientS tandards, whenever applicable

Legend:

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

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 _____

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, she, or they shall attach an explanation to this application.

Address:

Contractor's Signature:

Printed or Typed Name Title

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, Reconstruction, 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 Reconstruction Act of 1973, as amended; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or Reconstruction 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 contract.