

CITY OF PEMBROKE

INVITATION TO BID



BID No. (CHIP2018-110) (Camellia Row, Single-Family Housing Project)

Bid Release:	(June 06, 2019)
Preconstruction Meeting:	(June 28, 2019, 10:00 AM)
Bid Questions Deadline:	(July 12, 2019, 5:00 PM)
Bid Due Date:	(July 19, 2019, 10:00 AM)

Postal Return Address:

City of Pembroke
Attn: Sharroll Fanslau, City Clerk
P.O. Box 130
Pembroke, GA 31321

Courier Delivery Address:

City of Pembroke
Attn: Sharroll Fanslau, City Clerk
160 North Main Street
Pembroke, GA 31321

City of Pembroke

Invitation to Bid

BID No. (CHIP2018-110)

(Camellia Row Single-Family Housing Project)

Sealed Bids will be received on behalf of the **Downtown Development Authority of Pembroke (DDA)** by the **City of Pembroke, City Clerk, 160 North Main Street, Pembroke, GA. 31321** until **(10:00 a.m.), July 19, 2019**, for a General Contractor, to provide all materials, labor, tools, equipment, permits, licenses, etc. for the construction of Camellia Row, Single-Family Housing Project located at 0 Camellia Drive, Lots A, B, C, & D.

OVERVIEW

The Downtown Development Authority of Pembroke , (Hereafter also referred to as “DDA”) seeks Bids to provide all materials, labor, tools, equipment, permits licenses, etc. for the construction of Camellia Row, Single-Family Housing Project located at 0 Camellia Drive, Lots A, B, C, & D.

A. Single Family Housing Development

The successful bidder shall be responsible for the turn-key construction of Single-Family Housing Development and Public Facilities Improvements located at 0 Camellia Drive, Lots A, B, C, & D. The proposed developments shall consist of four Single-Family homes. The project area for each of the Single-Family dwellings will range from 1,277 square feet up to 1,472 square feet. In addition, there are small porches on each building. The buildings are to be wood frame construction with pre-engineered wood roof and floor trusses. Exterior materials are to be Hardiplank exterior siding and architectural fiberglass shingle roof. Windows will be single hung vinyl with vinyl shutters. Interior finishes will consist of gypsum board walls and ceilings. Floor finishes will include vinyl and carpet. Kitchen and bath cabinets are to be painted with laminated counter tops. Exterior doors are to be insulated metal and interior doors are to be hollow core.

- The successful bidder shall provide all furniture, fixtures, and equipment as shown on the architectural plans titled Camellia Row.
- The project must meet all requirements of the International Building Code and the Georgia Accessibility Code. This construction shall be completed in accordance with local building codes, written specifications, and design drawings.
- Georgia Law requires Single-Family affordable housing projects awarded state or federal funds and constructed for individuals and families of low and very low incomes be constructed to be accessible (**O.C.G.A. §8-3-172**). Successful bidder must agree to adhere to “Visitability” requirements as defined in the bid packet.
- Each of the homes constructed will meet energy-standards such as Earth Craft™, Georgia Power Good Cents Home™, or other similar standards applicable to the style or type of construction, to the greatest extent possible.
- All Universal Design Features must be completed as per architectural plans.

B. Site Preparation and Grading

The project is located on approximately a 1.07-acre site in the City of Pembroke. The successful bidder shall be responsible for all site work as shown on the site plans titled: Site Plans for Camellia Row. Work shall

include, but is not limited to, tree removal, grading, concrete driveway and sidewalks, gravel access road, soil erosion and sedimentation control, storm water infrastructure, water control, and all utility connections. The successful bidder shall be responsible for ensuring all proper construction standards are met including providing proper compaction of soil, aggregate, and pavement. The successful bidder shall ensure that site preparation and grading meet all applicable local, state, and federal soil erosion and sedimentation control requirements and storm water requirements. This construction shall be completed in accordance with local building codes, written specifications, and design drawings.

- The successful bidder shall provide all labor, tools, and equipment to complete all site development as detailed in the site plans for Camellia Row.
- The successful bidder shall provide a detailed pricing allowance for each of the four houses, infrastructure and site development, as well as detailed pricing for the gravel access road.

C. General Requirements

1. The successful bidder shall be responsible for providing an executed E-Verify S.A.V.E. document and all licenses, permits, and inspections (during and final) required of any regulatory agency having jurisdiction over this project.
2. The successful bidder shall be responsible for the maintenance and removal of all debris during and upon completion of the project. Upon completion of the project, the successful bidder shall remove all surplus materials, machinery, and equipment.
3. The successful bidder shall provide safety measures such as fencing, roping, signs, etc. that are required to ensure the public's safety during this project. The successful bidder shall also implement erosion control measures on the job site as necessary.
4. Each bidder shall provide copies of any serious or willful federal, state, or local regulatory agency worker safety and health, or environmental non-compliance, or other regulatory agency violation citations issued to any of their firm's operations during the previous thirty-six (36) months. Each bidder shall provide resolution/settlement/notice of contest documentation, if applicable, as well as a brief summary of policy changes and actions your company has taken as a result of citations.
5. The successful bidder shall ensure that all subcontractors comply fully with the requirements of this RFP.
6. Construction shall be completed on or before **December 31, 2019**.
7. During the construction phase, the successful bidder shall:
 - a. Maintain staff for construction management to include an on-site Superintendent.
 - b. Establish and maintain coordinating procedures.
 - c. Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
 - d. Conduct and record job progress meetings.
 - e. Prepare and submit change order documentation for review and approval by project manager.
 - f. Maintain records and submit routine reports to reporting agencies.
 - g. Maintain quality control and ensure conformity to contract documents.
 - h. Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
 - i. Coordinate post completion activities, including the assembly of guarantees, manuals, as-built drawings, and the owner's final acceptance.
 - j. Implement and coordinate the one (1) year warranty and one (1) year warranty inspection.

8. Interpretations

- a. Any request for information from the owner shall be submitted to the Project Manager for clarification. Each request shall be numbered and sequentially dated.
- b. The Project Manager will interpret and decide matters concerning requirement and performance under the contract documents upon written request of either the owner or contractor. The response shall be made within responsible promptness and within time limits agreed upon.

Qualification and submittal documents may be obtained by going to the City of Pembroke website: www.pembrokega.net . Under the "Bid Opportunities" tab, find Proposal #CHIP 2018-110, Camellia Row, Single-Family Housing Project. From here you can view and download bid documents. This is the official release site for this request for proposals or any addenda that may be issued for same.

The full Bid Packet, including House Plans, Site Plans, and Housing Construction Specification Sheet can be purchased, at the Contractors expense through:

- **Clayton Digital Reprographics**
1216 Brampton Ave, Statesboro, GA 30458
Phone: 912-681-3700
Website: cdrepro.com
Reference: Camellia Row, Single-Family Housing Development, Bid No. CHIP 2018-110

A mandatory pre-bid conference and facility visit will be conducted on Friday, June 28, 2019. The conference will begin at 10:00 AM. The meeting will be conducted at 160 North Main Street, Pembroke, GA 31321. A site visit will be required immediately following the meeting. This meeting is **mandatory** for bid submission eligibility.

BID CORRESPONDENT

Upon Release of this Bid, all vendor communications concerning this Bid must be directed to the Grant Manager correspondent listed below:

(Theresa Dyer)
Home Development Resources, Inc.
PO Box 461,
Jefferson, GA. 30549
Phone: (706.389.5222)
tdyerhdri@gmail.com

Unauthorized contact regarding the Bid with other Pembroke City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Pembroke. Vendor should rely only on written statements issued by the Bid correspondent.

BID QUESTIONS

All questions must be submitted in writing to the Bid correspondent named above. Questions must be received by **5:00 p.m., (July 12, 2019)**. A list of questions and answers will be provided to all known Bidders. Requests may be made to the Bid correspondent named above.

BID RESPONSE DATE AND LOCATION

The City Clerk must receive the vendors’ Bid in a sealed envelope, in its entirety, not later than **(10:00 a.m.)**, Eastern Standard Time in Pembroke, Georgia on **(July 19, 2019)**. Bids arriving after the deadline will be returned unopened to their senders. All Bids and accompanying documentation will become the property of the City of Pembroke and may not be returned. One (1) original and (1) copy of this Bid must be submitted to allow for evaluation. Individual responses are required for each house and site development. Bids must be clearly marked on the outside of the package:

(BID No. CHIP 2018-110 Camellia Row, Single-Family Housing Project)

<u>Postal Return Address:</u>	<u>Courier Delivery Address:</u>
City of Pembroke Attn: Sharroll Fanslau, City Clerk P.O. Box 130 Pembroke, GA 31321	City of Pembroke Attn: Sharroll Fanslau, City Clerk 160 North Main Street Pembroke, GA 31321

Vendors assume the risk of the method of dispatch chosen. The City of Pembroke assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual Bid receipt. Late Bids will not be accepted, nor will additional time be granted to any vendor. Bids may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

Bid Schedule:

- Bid Release: (June 06, 2019)
- Pre-Construction Meeting: (June 28, 2019 @10:00 AM)
- Bid Questions Deadline: (July 12, 2019 @ 5:00 PM)
- Bid Due Date: (July 19, 2019 @ 10:00 AM)

WAIVER OF TECHNICALITIES

All items must meet or exceed specifications as stated by the City of Pembroke. The City of Pembroke reserves the right to waive any technicalities and to reject or accept any Bid in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Pembroke. Award may be made by item number or in total. Determination of best response to Bid will be the sole judgment of the City of Pembroke. Bids shall remain valid for ninety days for the date of Bid opening.

BID REJECTION

The City of Pembroke reserves the right to reject any or all Bids at any time without penalty.

MODIFICATION OF BIDS

Any clerical mistake that is patently obvious on the face of the Bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Bidders. A nonmaterial omission in a Bid may be corrected if the City of Pembroke determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after Bid opening:

- (1) Price Information; and
- (2) Any required Insurance

WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the Bid opening. After Bids have been publicly opened, withdrawal of a Bid shall be based upon the following:

The Bidders shall give notice in writing of his claim of right to withdraw his Bid due to an error within two business days after the conclusion of the Bid opening procedure. Bids may be withdrawn from consideration if the price is substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder's original papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his Bid. If a Bid is withdrawn under the authority of this provision, the lowest remaining responsive Bid shall be deemed to be the low Bid.

BIDDERS RESPONSIBILITY

When determining whether a Bidder is responsible, or when evaluating a Bid, the following factors may be considered, any one of which will suffice to determine whether a Bidders is responsible, or the Bid is the most advantageous to the City:

- The ability, capacity and skill of the Bidders to perform the contract or provide the equipment and/or service required.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidders *(qualifications must be submitted with bid response)*.
- Whether the Bidders can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the Bidder's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a Bidder, within the past three years, shall be deemed to be such a failure.
- The previous and existing compliance by the Bidders with laws relating to the contract or service.
- Evidence of collusion with any other Bidders, in which case colluding Bidders will be restricted from submitting further Bids on the subject project or future Bids, for a period not less than three years.

- The Bidders has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Bidders shall affirmatively disclose to the City all such convictions, especially of management personnel or the Bidders as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- If the Bidders will be unable, financially or otherwise, to perform the work.
- At the time of the Bid opening, the Bidder is not authorized to do business in Georgia, or otherwise lacks a necessary license, registration or permit.
- Any other reason deemed proper by the City.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Pembroke, the City of Pembroke is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Pembroke in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Pembroke.

PROPRIETARY BID MATERIAL

Any information contained in the Bid that is proprietary will be neither accepted nor honored. All information contained in this Bid is subject to public disclosure.

RESPONSE PROPERTY OF THE CITY OF PEMBROKE

All material submitted in response to this request become the property of the City of Pembroke. Selection or rejection of a response does not affect his right.

NO OBLIGATION TO BUY

The City of Pembroke reserves the right to refrain from contracting with or purchasing from any vendor. The release of this Bid does not compel the City of Pembroke to purchase.

COST OF PREPARING BIDS

The City of Pembroke is not liable for any cost incurred by vendors in the preparation and presentation of Bids and demonstrations submitted in response to this Bid.

NUMBER OF BID COPIES REQUIRED

Vendors are to submit (1) original Bid and (1) copy. Your submittal must have a signature in its "**original form**".

ADDENDA

Bidders are responsible to check the City of Pembroke's website for the issuance of any addenda prior to submitting a Bid. The address is <http://www.Pembrokega.net>

BID AWARD AND EXECUTION

The City will select the Bid that, in its sole discretion, is the most responsive and responsible Bid to the City. The City reserves the right to make any award without further discussion of the Bid submitted; there may be no best and final offer procedure. Therefore, the Bid should be initially submitted on the most favorable terms the vendor can offer. The specification may be altered by the City of Pembroke based on the vendor's Bid and an increase or reduction of services with the manufacturer may be negotiated before Bid award and execution.

BID REQUIREMENTS/EVALUATION CRITERIA

The City will evaluate all written submittals. It is incumbent upon the Bidders to demonstrate within their Bids how each requirement will be satisfied. All Bids must meet the specification as outlined in this Bid. The City reserves the right to investigate the qualifications and experience of the Bidders, or to obtain new Bids. Bids not sufficiently detailed or in an unacceptable form may be rejected by the City. Dates and documentation included in the Bid become public information upon opening the Bids. Interested firms must follow the process outlined in the following pages in submitting their Bid.

The following criteria, not limited to or listed in order of importance, will be used to evaluate Bids.

- Terms, condition, and pricing.
- Cost of amenities available for the product(s).
- Ability to carry out project.
- Experience and capacity to complete project within allowed time frame (firm qualifications should be submitted with bid response).

Bidder Insurance Requirements

- Bidder must provide evidence, satisfactory to the City, of the following insurance requirements:
 - Owner requires the Contractor to have and maintain the following insurance coverage and indemnification provisions with the City of Pembroke named as an additional insured hereunder.
 - A Bid Bond will be required with proposal submission. The successful bidder shall be required to provide a Payment Bond and a Performance Bond, each in an amount not less than 100% of the total bid amount, at the signing of the contract.
 - The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

<u>Commercial General Liability</u>	
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Medical Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
Products (Completed / Operations Aggregate)	\$5,000,000
<u>Auto Liability (Incl bodily injury & property damage)</u>	
Combined Single Limit per Accident	\$1,000,000
<u>Excess / Umbrella Liability</u>	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
<u>Workers Compensation and Employers Liability</u>	
WC - Each Employee	Statutory
Employer's Liability - Each Employee	\$1,000,000
Employer's Liability - Each Accident	\$1,000,000

○ Proof of Insurance

Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Owner.

Responsibilities of the Bidder

The Bidder, at its sole expense shall:

- Deliver, install, test and adjust product.
- If the City selects this option, provide routine maintenance and service included replacing all parts of Equipment which are faulty and/or worn out.
- Repair or replace inoperable items within 48 hours of notification by the City.
- Comply with all laws, ordinances, regulations, requirements and rules with respect to the maintenance of the (product).
- This is a Section 3 Covered Project under the HUD Act of 1968 and Section 3 Residents and Business Concerns are encouraged to apply –Section 3 preferences and compliance will be discussed in detail at the Mandatory Pre-Bid Meeting. If Section 3 documents are not properly signed and submitted with the bid, the bid will be rejected.

- All contractors must include a completed (as well as signed and notarized) Section 3 Business Concern, Previous Certificate of Compliance and Action Plan with their bid proposal. Any bid proposal that is received without the completed forms both signed and notarized will be considered non-responsive and the response rejected. In reviewing the bid proposals, any contractors that are identified as qualified Section 3 Business Concerns should be reviewed and if legitimate, granted a Preference in contracting, all other things being equal.

HOUSING AND URBAN DEVELOPMENT REQUIREMENTS

Section 3 of the HUD Act of 1968, as amended

- A 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.
- B The parties to this 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.
- C 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.
- D 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.
- E 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.
- F 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.
- G With respect to work performed in connection with section 3 covered Indian housing assistance,

section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**The City of Pembroke is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

CONTRACTOR ACKNOWLEDGEMENT OF SPECIAL TERMS AND CONDITIONS

Recipient acknowledges that they have reviewed and will comply with the special terms and conditions as stated above.

Signed, sealed, and delivered

In the presence of:

(Name of Company)

Unofficial Witness

By: _____
(Person authorized to sign binding contract)

Title: _____

Notary Public

Commission Expires: _____

Attest: _____
(Officer of Company if Corporation)

Title: _____

Bid Packet/Project: Camellia Row, Single-Family Housing Project, Bid No. CHIP2018-110

Developer: Downtown Development Authority of Pembroke

Grant Manager: Theresa L. Dyer
tdyerhdri@gmail.com

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Universal Design Features	
Visitability Requirements	
Mandatory Section 3 Packet	Exhibit "B"

Notes: _____

BID OPENING CONDITIONS

Bid No. CHIP2018-110

1. You are invited to submit a proposal for improvements listed on the attached Bid and Proposal Form for the project titled: Camellia Row, Single-Family Housing Development
2. Should you submit a bid, it must be delivered to this location in a *sealed* envelope clearly labeled **Camellia Row, Single-Family Housing Project Bid No. CHIP 2018-110** and addressed to:

<u>Postal Return Address:</u>	<u>Courier Delivery Address:</u>
City of Pembroke Attn: Sharroll Fanslau, City Clerk P.O. Box 130 Pembroke, GA 31321	City of Pembroke Attn: Sharroll Fanslau, City Clerk 160 North Main Street Pembroke, GA 31321

No later than 10:00 am on July 19, 2019, at which time bids will be opened and publicly read.

3. You are requested to complete IN FULL and submit an original copy for each of the enclosed “Bid and Proposal Form”.

The apparent low bidder shall be responsible for submitting a detailed unit cost and line item cost/budget analysis, for each task listed on the architectural and civil engineering plans titled Camellia Row. The stated information shall be due upon request, no grace period will be given for response.

Failure to provide unit cost and line item cost for each task will result in the bid being deemed non-responsive and the next lowest bidder will be given the opportunity to provide the information.

4. Please submit copies of a current State of Georgia Contractor’s License and proof of insurance.
5. **A mandatory pre-bid conference and facility visit will be conducted on Friday, June 28, 2019. The conference will begin at 10:00 AM. The meeting will be conducted at 160 North Main Street, Pembroke, GA 31321. A site visit will be required immediately following the meeting. This meeting is mandatory for bid submission eligibility. Contact Theresa Dyer confirming attendance tdyerhdri@gmail.com**
6. Under no circumstance will any project information be released prior to the mandatory meeting.
7. After the walk-through, should you have any questions or concerns about any of the items listed on the architectural or site plans, please “Reply All” to the group email *PRIOR* to bidding. Individual emails or phone calls to the grant manager will receive no response.
8. You are reminded to bid only on the items designated on the architectural plans as well as the site plans titled Camellia Row, Single-Family Housing Development.

9. **The Contractor Is Responsible for Verification of All Quantities. The contractor is cautioned to verify site conditions and quantities prior to submitting a price quote. Project change orders will not be approved due to items missed by contractor.**
10. The General Requirements, Universal Design Features, and Visitability Requirements provided, will be applicable to this contract.
11. The City reserves the right to accept or reject any and all BIDS and waive formalities in the best interest of the City of Pembroke and/or Developer. The City reserves the right to reject any BIDS that does not represent a complete response.
12. The submitting contractor is solely responsible to ensure timely delivery of its BID package. The City and/or Developer will not be responsible for failure of service on the part of the U.S. Postal Service, commercial courier company or other delivery method.
13. The City and/or Developer are not liable for any expenses incurred in connection with the preparation of a response to this BID.
14. Once opened, the BID becomes the property of the City and will not be returned to the contractor. Upon opening, the proposal becomes public record and shall be subject to public disclosure in accordance with Georgia Open Records Act O.C.G.A. 50-18-70 et seq., or other applicable laws.
15. Bids may be withdrawn at any time prior to the Bid opening. After Bids have been publicly opened, withdrawal of a Bid shall be based upon the following:

The Bidders shall give notice in writing of his claim of right to withdraw his Bid due to an error within two business days after the conclusion of the Bid opening procedure. Bids may be withdrawn from consideration if the price is substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder's original papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his Bid. If a Bid is withdrawn under the authority of this provision, the lowest remaining responsive Bid shall be deemed to be the low Bid.

16. All bid prices shall be firm for 90 days.

City of Pembroke
Invitation to Bid
BID No. (CHIP2018-110)
(Camellia Row Single-Family Housing Project)
Bid Certification)

Bidders must return the following certification with their Bids.

With my signature, I certify that I am authorized to commit my firm to the Bid and that the information herein is valid for 90 days from this date.

I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this Bid upon the City's request.

Bidders Signature _____ Date _____

Name (printed) _____ Title _____

Unofficial Witness Signature _____ Date _____

Name (printed) _____ Title _____

Company _____

Address _____

Phone _____ Fax _____

Email Address _____

Notary Public
Commission Expires: _____

City of Pembroke
Invitation to Bid
BID No. (CHIP2018-110)
(Camellia Row Single-Family Housing Project)
Bid Certification

This form must be completed and signed for bid to be considered.

Postal Return Address:

City of Pembroke
Attn: Sharroll Fanslau, City Clerk
P.O. Box 130
Pembroke, GA 31321

Courier Delivery Address:

City of Pembroke
Attn: Sharroll Fanslau, City Clerk
160 North Main Street
Pembroke, GA 31321

Bid Response:

Price: \$ _____

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms and conditions.

Signed, sealed, and delivered

In the presence of:

(Name of Company)

Unofficial Witness

By: _____
(Person authorized to sign binding contract)

Title: _____

Notary Public
Commission Expires: _____

Attest: _____
(Officer of Company if Corporation)

Title: _____

BID AND PROPOSAL FORM

Bid No. CHIP2018-110

Housing Construction

Camellia Row, Lot A

Submitted By: _____ Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

GA State Contractors License Number: _____

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the architectural plans for Camellia Row, and understand the extent and character of the work to be performed. I propose to furnish all labor, materials and equipment necessary to accomplish **ALL HOUSING CONSTRUCTION PER ATTACHED BID DOCUMENT** required by the City of Pembroke/ and or the Developer with the following exceptions:

(If no exceptions, so state)

LABOR COST: _____

MATERIAL COST: _____

I will be using the following subcontractors, if necessary:

Electrical Contractor and License #: _____

Plumbing Contractor and License #: _____

HVAC Contractor and License #: _____

I will commence work within 10 consecutive days from the date of award and/or execution of the contract and will complete the work within 150 calendar days after No Notice of Commencement.

Contractor Signature,

Title

Date

Notary

BID AND PROPOSAL FORM
Bid No. CHIP2018-110
Housing Construction
Camellia Row, Lot B

Submitted By: _____ Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

GA State Contractors License Number: _____

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the architectural plans for Camellia Row, and understand the extent and character of the work to be performed. I propose to furnish all labor, materials and equipment necessary to accomplish **ALL HOUSING CONSTRUCTION PER ATTACHED BID DOCUMENT** required by the City of Pembroke/ and or the Developer with the following exceptions:

(If no exceptions, so state)

LABOR COST: _____

MATERIAL COST: _____

I will be using the following subcontractors, if necessary:

Electrical Contractor and License #: _____

Plumbing Contractor and License #: _____

HVAC Contractor and License #: _____

I will commence work within 10 consecutive days from the date of award and/or execution of the contract and will complete the work within 150 calendar days after Notice of Commencement. BID AND PROPOSAL FORM

Contractor Signature,

Title

Date

Notary

BID AND PROPOSAL FORM
Bid No. CHIP2018-110
Housing Construction
Camellia Row, Lot C

Submitted By: _____ Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

GA State Contractors License Number: _____

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the architectural plans for Camellia Row, and understand the extent and character of the work to be performed. I propose to furnish all labor, materials and equipment necessary to accomplish **ALL HOUSING CONSTRUCTION PER ATTACHED BID DOCUMENT** required by the City of Pembroke/ and or the Developer with the following exceptions:

(If no exceptions, so state)

LABOR COST: _____

MATERIAL COST: _____

I will be using the following subcontractors, if necessary:

Electrical Contractor and License #: _____

Plumbing Contractor and License #: _____

HVAC Contractor and License #: _____

I will commence work within 10 consecutive days from the date of award and/or execution of the contract and will complete the work within 150 calendar days after Notice of Commencement.

Contractor Signature,

Title

Date

Notary

BID AND PROPOSAL FORM

Bid No. CHIP2018-110

Housing Construction

Camellia Row, Lot D

Submitted By: _____ Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

GA State Contractors License Number: _____

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the architectural plans for Camellia Row, and understand the extent and character of the work to be performed. I propose to furnish all labor, materials and equipment necessary to accomplish **ALL HOUSING CONSTRUCTION PER ATTACHED BID DOCUMENT** required by the City of Pembroke/ and or the Developer with the following exceptions:

(If no exceptions, so state)

LABOR COST: _____

MATERIAL COST: _____

I will be using the following subcontractors, if necessary:

Electrical Contractor and License #: _____

Plumbing Contractor and License #: _____

HVAC Contractor and License #: _____

I will commence work within 10 consecutive days from the date of award and/or execution of the contract and will complete the work within 150 calendar days after Notice of Commencement.

Contractor Signature, Title Date

Notary

BID AND PROPOSAL FORM
Bid No. CHIP2018-110
SITE DEVELOPMENT ONLY
Camellia Row, Single-Family Housing Development

Submitted By: _____ Date: _____

Name: _____

Address: _____

Phone: _____ Email: _____

GA State Contractors License Number: _____

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the architectural plans for Camellia Row, and understand the extent and character of the work to be performed. I propose to furnish all labor, materials and equipment necessary to accomplish **ALL SITE DEVELOPMENT CONSTRUCTION PER ATTACHED BID DOCUMENT** required by the City of Pembroke/ and or the Developer with the following exceptions:

(If no exceptions, so state)

LABOR COST: _____

MATERIAL COST: _____

I will be using the following subcontractors, if necessary:

Electrical Contractor and License #: _____

Plumbing Contractor and License #: _____

HVAC Contractor and License #: _____

I will commence work within 10 consecutive days from the date of award and/or execution of the contract and will complete the work within 150 calendar days after Notice of Commencement.

Contractor Signature, Title Date

Notary

General Requirements

1. The report was prepared for the sole and confidential use of the above client. It may not be duplicated.
2. This write-up is to be completed in its entirety. Everything must be done, or a change order submitted.
3. All work must meet City, County, State of Georgia and Federal Code requirement as well as Manufacturer Installation Instructions.
4. Contractor questions must be in writing. No verbal reports are given for projects.
5. Contact is: Theresa L. Dyer; email: tdyerhdri@gmail.com
6. Abbreviations:
 - a. lf=linear feet
 - b. ea=each
 - c. sf=square feet
 - d. sy=square yard
7. It shall be the responsibility of the contractor to validate exact measurements.
8. All work is to be done during regular work hours unless approved by the City.
9. The contractor is required to be present at the final inspection.
10. The contractor shall always keep the entire site free of rubbish and debris .
11. Any new wood, excluding framing members shall be primed before installation and then painted to cover completely and evenly without runs, sags or drips.
12. New pressure treated wood will not be painted.
13. All products installed on the home must be lead free.
14. Personal items should be safeguarded by moving or storing the items during the project.

Universal Design Features

Entrances:

1. Accessible parking convenient to dwelling [covered from the elements],
2. Accessible path of travel to dwelling from parking or drop off area [slope of 1:20 or less eliminates the necessity for handrails, except when needed by a specific individual],
3. At least one entrance without steps and flues or low-profile threshold,
4. Minimum 5 feet X 5 feet maneuvering space at stepless entrance,
5. 36-inch minimum exterior door with lever hardware,
6. Movement sensor light at entrance,
7. A sidelight or a peephole at 42 and 60 inches above the floor,
8. Ambient and focused lighting at keyhole,
9. High visibility address numbers.

General Interior:

1. Hall width 42 inches minimum [interior accessible route is 36 inches],
2. Interior door width 32-inch minimum [requires 34 or 36-inch-wide door], equipped with lever hardware,
3. Flush transitions between floor surfaces [maximum of ½ -inch rise],
4. 5 pounds maximum force to open doors,
5. 18-inch minimum space at latch side of door,
6. 5-feet X 5-feet maneuvering space in each room [after furniture is placed],
7. Increased number of electrical outlets for additional lighting and alarm indicators, especially in bedrooms,
8. Electrical outlets at 18-inch minimum height,
9. Light switches 44 inches maximum above floor,
10. View windows at 36-inche maximum sill height and large enough to use as an escape route in the event of an emergency,

11. Crank operated [casement] or light weight sliding windows,
12. Closet rods adjustable from 30 inches to 66 inches above the floor,
13. Loop or other easy-to-use handle pulls on drawers and cabinets,
14. High contrast, glare free floor surfaces and trim,
15. Low pile carpet or smooth anti-slip flooring,
16. High-speed internet access data connection port and cabling.

Bathrooms:

1. 60-inch diameter turning circle,
2. 30-inch X 48-inch area of approach [forward or parallel, depending on fixture type] in front of all fixtures,
3. Toilet more usable by many if positioned in a 5-foot X 5-foot space with centerline 18 inches from sidewall,
4. 32-inch minimum lavatory counter height with lever faucet control,
5. Adaptable cabinets to reveal knee space under lavatory. Exposed piping in knee space should be padded or concealed,
6. When tub or shower are installed, select models designed to accept a portable bench or bathing seat,
7. Curb less or roll-in shower plus standard tub,
8. Offset single-lever controls in tub and shower to minimize stooping, bending and reaching,
9. Adjustable height hand-held shower head in addition to standard fixed shower head,
10. Anti-scald devices on all plumbing fixtures,
11. Enlarged reinforced areas around toilet and bathing fixture to provide secure mounting locations for grab bars and shower seats,
12. Mirror to backsplash at lavatory,
13. Contrasting color edge border at countertops.

Kitchens:

1. 60-inch diameter turning space,
2. 30-inch X 48-inch area of approach [forward or parallel, depending on fixture type] in front of all appliances,
3. Cooktop or range with front or side-mounted controls and staggered burners to eliminate dangerous reaching,
4. Front-mounted controls on washer and dryer,
5. Adaptable cabinets to reveal knee space [when needed] at sink and under work surface near cooking appliance,
6. Variable height sinks adjustable between 32 and 40 inches,
7. Exposed piping and any sharp or hot elements in any knee space should be padded or concealed,
8. Single-lever faucet controls,
9. Full height pantry cabinets for high and low storage,
10. Adjustable height shelves in wall cabinets,
11. Refrigerator/freezer with frozen food storage in the bottom or side-by-side refrigerator/freezer,
12. Variable height counter surfaces or adjustable through a range of 28 to 40 inches,
13. Base cabinets with pullout shelves or drawers,
14. Contrasting color edge border at countertops,
15. Microwave oven at countertop height with uninterrupted counter surface or pull out shelf to support the safe transfer of hot and /or heavy cookware,
16. Under cabinet glare free task lighting.

VISITABILITY REQUIREMENTS

DCA Requirements: Georgia Single-Family Accessibility (O.C.G.A. §8-3-172)

Georgia Law requires Single-Family affordable housing projects awarded state or federal funds and constructed for individuals and families of low and very low incomes be constructed to be accessible. Specifically, at least one entrance door whether located at the front, side, or back of the building, must be on an accessible route served by a ramp or no-step entrance; and has to have at least a standard 36-inch door. In addition, on the first floor of the building, each interior door must be at least a standard door with 32-inch clearway, unless the door provides access only to a closet of less than 15 square feet in area; each hallway has a width of at least 36 inches and is level, with ramped or beveled changes at each door threshold; each bathroom wall is reinforced for installation of grab bars; **(for this project grab bars will be installed in the owners bath and the main bath will be reinforced for future grab bar installation)**; each electrical panel or breaker box, light switch, or thermostat is not higher than 48 inches above the floor; each electrical plug or other receptacle is at least 15 inches above the floor; and the main breaker box is located inside the building on the first floor. Local building codes remain in effect. If a local code requires greater accessibility than those required in state and federal law, then the local code must be followed. However, if a state or local code requires less accessibility than the state or federal law, then the state or federal law will prevail and must be followed.



Exhibit "A"

**New Construction Specification Sheet
LOT A, B, C, & D**

Date: 6/28/2019

Property: P10 08 003 LOT A, B, C, & D

• **Water Supply:** CITY

Notes: The City of Pembroke has waived all tap and connection fees associated with this project.

• **Sewer:** CITY

Notes: The City of Pembroke has waived all tap and connection fees associated with this project.

• **Roof Shingles:** Asphalt: Minimum 30 Year Black Architectural Shingle

Notes: Continuous ridge vent covered with roof shingles, black drip edge, ridge cap, synthetic felt. All roof flashings shall be black. Ice & water shield in all valleys. Facia to be wrapped in white PVC trim coil with no exposed rafter tails. 15/32" minimum OSB roof sheathing. Soffit shall be a triple 4 white vinyl. Vented soffit shall be included as specified by code. Gutters are NOT included.

• **Exterior Covering:** Hardie Plank Siding

Note: Colors to be determined

Side Trim: 4/4 x 4 (see specs above)

Top Trim: 4/4 x 6 (see specs above)

Bottom Trim: 4/4 x 4 (see specs above)

Corner Trim: 4/4 x 4 (see specs above)

• **Windows:** Vinyl White Single Hung 2 over 2 grid patterns

Notes: *Note: Colors to be determined*

- Windows must meet wind rating as specified in Bryan County Code
- No casement windows. All windows specified as casement windows in the plans shall be changed to regular SH windows

• **Exterior Doors:** Steel

Notes: *Note: Colors to be determined*

- **Front:** 3/4 Lite 4 Pane with 1 panel on bottom 3/0 8/0 RH



- **Side:** 1/2 Lite No Grid 3/0 8/0 Out Swing LH
- **Casing:** 1x4 Interior Trim
- **Jambs:** 100% Composite Jambs with PVC Brickmould
- **Door Hinge Hardware:** Satin Nickel
- **Door Hardware:** Satin Nickel
- **Door Paint Color:** To be determined

- **Interior Doors:** Interior doors to be Hollow Core, 5-Panel

- **Casing:** 1x4 Interior Trim
- **Door Hinge Hardware:** Satin Nickel
- **Door Hardware:** Satin Nickel
- **Door Paint Color:** To be determined

- **Front Steps and Decking:** Pressure Treated Kiln Dried After Treatment (KDAT) on Railing and Steps, Pressure Treated on Decking

Notes: Railing and rails shall be painted white. Porch Railings shall match the picture shown



- **Exterior Side Decking-** Pressure Treated Kiln Dried After Treatment (KDAT) on Railing and Steps, Pressure Treated on Decking. Railings shall be painted white as on the front steps and decking.

Notes: Size as shown on plan



- **Wall Cover**

Notes: 1/2" sheetrock with taping and sanding is standard throughout the house. See further "Notes" Section of this form.

Paint Color: To be determined

Paint Sheen: Eggshell

- **Interior Trim and Base:** Farmhouse Style Trim

Paint Color: White

Paint Sheen: Semi-gloss

Notes:

- **Base:** Primed Finger Jointed 1x6
 - **Casing:** Primed Finger Jointed 1x4
 - **Door Header:** Primed Finger Jointed 1x6
 - **Door Sides:** Primed Finger Jointed 1x4
 - **Window Stool:** Primed Finger Jointed 1x4
-

- **Ceilings – Knockdown**

Notes: Painted Flat White

- **Flooring**

Luxury Vinyl Plank or Sheet: Vinyl flooring to be installed on the entire first floor other than the Master Bedroom, Master Bath and Master Closets. Vinyl also to be used on second floor bathroom and laundry floor. Flooring must be glued to slab or subfloor as appropriate. Manufacturer installation instructions shall be followed for each floor type.

- *Note: Colors to be determined*

Carpet: Carpet to be installed in all bedrooms, closets, stairway, and loft area unless otherwise noted.

- *Note: Colors to be determined*
-

- **Lighting/Electrical Allowance**

Notes: All work to meet or exceed local and state codes.

Chandelier in Dining Area:

- Must use the following styles or a style that is equivalent (to be approved by The City of Pembroke)
 - Kichler Coltyn 6 Light Pendant
 - Kichler Minnow 5 Light Chandelier
 - Kichler Kona Cay 3 Light Inverted Pendant

Bathroom Lighting

- Must use the following styles or a style that is equivalent (to be approved by The City of Pembroke)



Ceiling Fans

- Must use the following styles or a style that is equivalent (to be approved by The City of Pembroke)
 - 52" Hunter Creekside BN

Exterior Porch Lights

- Must use the following styles or a style that is equivalent (to be approved by The City of Pembroke)
 - Portfolio Ellicott Galvanized Steel Dark Sky Outdoor Wall Light
 - Portfolio Dovray 8.12 in ORB Outdoor Wall Light
 - Brymmett Outdoor Barn Light Gracie Oaks Galvanized
 - Laurel Foundry Modern Farmhouse Nightingale 1-Light Outdoor Light

Doorbell Button

- Satin Nickel "Press" Button

• Kitchen Cabinets, Formica Tops and Sink

Kitchen: *Note: Colors to be determined*

- Shaker White Solid Wood MDF Door Full Overlay with Euro-Concealed Soft Closed Hinge, Dovetail Drawers, Soft Close Drawer
- See Attached Drawings
- Undermount Stainless Steel 50/50 9"
- Formica Tops



Full Bathrooms: Note: Colors to be determined

- Furniture style vanities in full baths (to be submitted and approved by The City of Pembroke)
- Acceptable Colors: White, Gray, Navy
- Formica Top
- Sizes to match specs in the plans

Half Bath: White Pedestal Sink

• **Kitchen Appliances**

Appliances included in build: Fridge, Electric Range, Microwave & Dishwasher (all stainless steel). Entire package must be same brand.

- Acceptable brands: Whirlpool, Kenmore, LG, Samsung, KitchenAid, Frigidaire

Dryer vent: Included and installed by builder. All dryer hookups are to be electric. Washers and/or dryers are NOT included in allowance. Builder is not responsible for the installation or delivery of any washers and/or dryers purchased by buyer(s).

• **Bath Fixtures/Plumbing:**

Notes: All plumbing shall meet or exceed local and state codes. All drains, traps, and vents will be PVC (Must choose standard size shown on plans for tub and shower.)

- **Kitchen**
 - **Chrome or Satin Nickel**
- **Lavatory**
 - **Chrome**
 - **2 Handle**
 - **4" OC**
- **Shower/Tub**
 - **Chrome**
- **Bathroom Toilet Holders**

Shower Doors: Framed or Semi-Frameless Chrome/Satin Nickel

• **Chimney**

Notes: NO CHIMNEY- Direct Vent Heat System.

• **Heat System-** Heat Pump

• **Hot Water-** Electric Hot Water Heater 40 Gallon

• **Driveway-** Concrete

• **Walkway-** Concrete

Exhibit "B"

Georgia Department of Community Affairs
60 Executive Park South, NE, Atlanta, GA 30329

Mandatory Section 3 Solicitation Package

This mandatory solicitation package has been developed in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities. DCA encourages all recipients, sub-recipients, contractors, and sub-contractors to review this policy prior to completion of the solicitation package. For those solicitations that meet the applicable Section 3 thresholds, this package must be returned in accordance with the applicable instructions to the contracting entity prior to award ***or at the time of submission of a bid/proposal in order to claim a Section 3 preference***. The Section 3 Clause, required forms, and instructions are included in this package.

To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.

For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal

Any bid/proposal claiming a preference must include the completed and signed Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.

The following Section 3 forms must be completed and returned as instructed:

- Section 3 Self Certification and Action Plan
- Previous Section 3 Compliance Certification
- Assurance of Compliance Certification

Additionally, if the contractor is claiming certification as a 51% Resident Owned Business (ROB) or is certifying as a 30% employer, the Resident Self-Certification and Skills Data Form must be returned for all employees who meet the low- or very low-income requirement as well as the appropriate Section 3 Business Certification.

Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 Policy requires that, when the **Section 3 regulation is triggered**, every effort within the contractor's disposal must be made, to the greatest extent feasible, to offer all available employment and contracting opportunities to Section 3 residents and Section 3 businesses based on the compliance methods below.

All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to residents of the local Public Housing Authority (PHA), and other low and very low income area residents and businesses, by posting the opportunity in community sources generally available to low income residents and the general public. Exercising a **minimum of three (3)** of the following listed sources must be completed prior to offering employment to anyone not covered by Section 3 requirements:
1. The local community newspaper
 2. The most widely distributed newspaper
 3. Company or agency website
 4. The management office of the local housing authority/homeless service agency/local low income housing community
 5. Local Workforce Board (i.e. Department of Labor)
 6. Local office of the Georgia Division of Family and Children Services
 7. Dodge Room <http://www.construction.com/dodge/dodge.asp>
 8. Other locations as approved by DCA
- B. The recipient, sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the recipient, sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.
- C. Clearly stating in notices that the position is a "Section 3 covered position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply."
- D. Placing the Section 3 Clause provided in Appendix A in ALL solicitations.
- E. When possible, other activities may be done to demonstrate effort to comply with the Safe Harbor Limits. These other efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:
1. Distributing or posting flyers advertising positions to be filled;

2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
 3. Holding job informational meetings for residents, contractors, etc...;
 4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.
- F. Linking residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- G. Working with DCA, the recipient, sub-recipient or contractor as applicable in developing a communication and follow up process to track and report all Section 3 applications and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate. Provide preference in hiring and contracting to Section 3 applicants and contractors when employment or contracting opportunities are offered and all requirements are met and remain equal. Contractors must:
1. Provide this package to all sub-contractors when soliciting bids for all contracts or sub-contracts;
 2. Meet all the same processes in A-E; and
 3. Provide Preference to all sub-contractors meeting the definitions as stated in Section VI of DCA's Section 3 Policy for Covered HUD Funded Activities.
- H. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractors that elect Preference on the Certification and Action Plan form that meet that Preference criterion will be provided Preference in the award of the contract as provided in Part VI., Preferences and Eligibility of DCA's Section 3 Policy for Covered HUD Funded Activities.

Example:

Bill's electrical and Sue's Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because he qualifies as a 51% Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

Important items to remember about receiving Preferences in contract award:

All contractors and/or subcontractors that elect a Preference and are awarded a contract must be in compliance prior to the issuance of a Notice to Proceed by DCA, the recipient, sub-recipient, or the contractor based on the policies established for the applicable DCA funding program. The contractor and/or subcontractor must maintain the elected Preference standard during the entire contract or risk having the contract terminated for failure to comply. **See Appendix B for further details.**

When a contractor and/or subcontractor that elected a Preference is unable to identify a Section 3 resident or a Section 3 business for employment or contracting opportunities, the contractor then **must** offer employment related training to the Section 3 residents in the county. The training must be provided according to Part VII – Other Economic Opportunities in DCA’s Section 3 Policy.

Appendix A **Section 3 Clause**

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) 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.

(b) The parties to this 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.

(c) 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 Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to 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.

(e) 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.

(f) 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.

Appendix B

Section 3 Contract Non-Compliance Cure /Termination Processes

This language is a component of contract compliance with the work to which you are responding in this solicitation. The full requirements are provided in the Section 3 Clause found elsewhere in this package and in DCA's Section 3 Policy for Covered HUD Funded Activities.

Any recipient, sub-recipient or contractor claiming Preference **must be in compliance prior to issuance of a notice to proceed by DCA, recipient, sub-recipient, or contractor based on the policies established for the applicable DCA funding program. This preference can be met by any of the three qualifications:**

1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.
3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.

The recipient, sub-recipient or contractor must maintain compliance throughout the life of the contract. The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. The Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Failure to meet the Section 3 requirements will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

DCA, the recipient, sub-recipient or contractor shall execute these remedies to achieve compliance in this order:

NON-COMPLIANCE CURE PROCESS

- A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.
- B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for non-compliance. If DCA, the recipient, sub-recipient, or the contractor deems the reason to

be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

NON-COMPLIANCE TERMINATION PROCESS

If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

DCA, the recipient, sub-recipient, or the contractor will hold **all funds due to the violating party until such time that a financial workout is completed.**

Additionally the violating party may be banned by DCA, the recipient, sub-recipient, and the contractor on future HUD funded projects.

Appendix C
Section 3 Forms

**Georgia Department of Community Affairs
Required Submittal - Section 3 Self-Certification and Action Plan**

All firms and individuals intending to do business with DCA, its recipients, sub-recipients and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal in order to claim a preference on any contract or prior to award of a contract exceeding \$100,000 if no preference is claimed. ***For contracts exceeding \$100,000, this document (signed, and notarized) must be satisfactorily completed to be eligible for award.***

Business Name:		
D.B.A. (if different from above):		
Address:	City:	State/Zip:
Business Phone: ()	Fax: ()	
E-Mail:	Business Website:	
Federal Employer Identification Number:	Owner Social Security Number (if no EIN):	
Contact Person & Title:	Contact Phone:	
Trade Description: <input type="checkbox"/> Carpentry <input type="checkbox"/> Heating (HVAC) <input type="checkbox"/> Electrical <input type="checkbox"/> Painting <input type="checkbox"/> Masonry Restoration <input type="checkbox"/> Asbestos <input type="checkbox"/> Plumbing <input type="checkbox"/> Roofing <input type="checkbox"/> Lead (Abatement) <input type="checkbox"/> General Contractor <input type="checkbox"/> Concrete <input type="checkbox"/> Ironwork <input type="checkbox"/> Carpet/Flooring <input type="checkbox"/> Rubbish Removal/Hauling <input type="checkbox"/> Appraisal Services <input type="checkbox"/> Landscaping <input type="checkbox"/> Demolition <input type="checkbox"/> Other: _____ _____		
Date Business was established (MM/DD/YYYY): _____		
Type of Business (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Describe): _____ _____		
Number of employees: Full-time: _____ Part-time: _____ Contract: _____ Total: _____		
Section 3 employees: Full-time: _____ Part-time: _____ Contract: _____ Total: _____		

I am Certifying as a Section 3 Business Concern and requesting Preference accordingly (Select only One Option):

Option 1

- A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:

_____ Initial here to confirm selection of this option

Option 2

- A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors' employees:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3 Residents/persons.

Option 3

- A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:

Attach a list of intended subcontract Section 3 business(es) with subcontract amount.

Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

_____ Initial here to confirm selection of this option

I am NOT Requesting Preference under Section 3:

- I am **NOT** certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However **if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and am** committing to do the outreach as specified below.

Check all methods you will employ to secure Section 3 Residents/Businesses

Posting the position/contract opportunity in community sources that are generally available to low income residents and Section 3 Businesses and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Notarial Affidavit

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

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

**Georgia Department of Community Affairs
Required Submittal - Previous Section 3 Compliance Certification**

Name of Business: _____

Address of Business: _____

Type of Business (Check One): Corporation Partnership
 Sole Proprietorship Other

Business Activity: _____

All firms and individuals intending to do business with DCA, its recipients, sub-recipients, or contractors **MUST** complete and submit this certification of prior compliance prior to award of any contract exceeding \$100,000. Please check the appropriate line box below and sign and date the form.

1. I am certifying that I have complied with the HUD Section 3 Regulations, when triggered by new hiring or contracting opportunities, in my past contracts **when required** by the recipient, sub-recipient or contractor by either:
- i. Certifying as Resident Owned Business (ROB); or,
 - ii. Employing Section 3 residents for at least 30% of the newly hired workforce; or,
 - iii. Subcontracting 25% of the total dollar award to a qualified Section 3 Business; or,
 - iv. Hiring or contracting to the "greatest extent feasible" with Section 3 Residents or Section 3 Businesses.

Check this box

2. I have never done any HUD funded contracting.

Check this box

3. I completed HUD Section 3 covered contracts in the past three years but the regulation was not triggered because either there were no new hires on the contract(s) and/or I did not do any new contracting or subcontracting.

Check this box

Signature: _____

Print Name: _____

Title: _____

Required Submittal - Assurance of Compliance Certification
Section 3 Action Plan
Housing and Urban Development Act of 1968
(12 U.S.C. 1701 U)

Contract/Solicitation Name or Number:

DCA Funding

Program: _____

Entity Receiving DCA Funding Award: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its recipients, sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the “assurance of compliance” certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project’s work detail: The project work will be as listed in the final scope of work in the contract with DCA, its recipients, sub-recipients and contractors including any change orders. List all known subcontractors below:

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Use an additional sheet if required.

Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or recipient or sub-recipient if subcontractors are added or changed during the contract. Any changes to this certification requires a resubmission of this form to DCA or recipient or sub-recipient.

Preliminary Statement for Work Force Needs:

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its recipients or sub-recipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its recipient, sub-recipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
Name: Address: City, ZIP:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				

Use additional pages as needed.

“To the Greatest Extent Feasible”:

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with DCA, its recipients, sub-recipients, and contractors staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its recipients, sub-recipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA’s Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its sub-recipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA’s Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low-income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

Utilization of Section 3 Businesses Located Within the County:

The recipient, sub-recipient or contractor does ___ does not ___ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions. Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The recipient, sub-recipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc., in connection with this contract. If a report is needed in the future, the recipient,

sub-recipient, contractor or subcontractor, as applicable, agrees to provide all records upon request. The contractor shall, upon request, provide such records or copies of records to HUD, DCA, their recipients, sub-recipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

Reports:

The recipient, sub-recipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The recipient, sub-recipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the recipient, sub-recipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The recipient, sub-recipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

**RESIDENT SECTION 3 SELF-CERTIFICATION
AND SKILLS DATA FORM**



The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

I, _____, am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined within this Certification.

My home address is: _____
Must be a **Street** address not a P O Box # Apt Number

City State Zip Home # Cell #

 County of Residence

Graduated High School or GED (month/year): _____ I Read and Speak English Fluently: Yes or No

Attended College, Trade, or Technical School: Yes or No Graduated? Yes or No Year Graduated: _____

Check the Skills, Trades, and/or Professions in which you have been employed or contracted to do for others:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Framing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Exterior Plumbing |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Stucco | <input type="checkbox"/> Window/Door Replacement | <input type="checkbox"/> Construction Cleaning | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Receptionist | <input type="checkbox"/> Sales | <input type="checkbox"/> Telephone Customer Service |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> CDL License | <input type="checkbox"/> Roofing | <input type="checkbox"/> Concrete/Asphalt Work | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Metal/Steel Work | <input type="checkbox"/> Welding | |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Other | |

I am certifying as a Section 3 Resident: **Person seeking Training** or **Person seeking employment**

(Check all that apply):

I am a public housing or section 8 Leaseholder I live in the service area

My total annual household income is \$ _____. There are a total of _____ people living in my household.

I certify that all of the information given on this Certification is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

 Signature Date

Printed Name: _____

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>.

Subrecipient or Contractor to Insert 2013 Income Limits for Project Location

FY 20XX Income Limit Area	Median Income	FY 20XX Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
		Very Low (50%) Income Limits								
		Low (80%) Income Limits								

**RESIDENT SECTION 3 SELF-CERTIFICATION
AND SKILLS DATA FORM
AFFADAVIT**

STATE OF _____

County of _____

I, _____, a Notary Public of the City/County of _____,
State of _____, do hereby certify that, _____, whose
name is signed to the writing above bearing date on the _____ Day of _____,
20____, has acknowledged the same before me in my State aforesaid.

Given under my hand and official seal, this the _____ day of _____, 20____.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION

The Georgia Department of Community Affairs (DCA) is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for State of Georgia residents, DCA has instituted a Section 3 Self Certification process.

Businesses seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as follow:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern – Resident Business Owner(s) Verification"**;

OR

2. If your company is qualified because 30% or more of its full time permanent workforce are Section 3 Residents*, then complete **Form B, "Section 3 Business Concern – 30% + Workforce"**.

OR

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern-Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit.

Completed packets must be returned to the sub-recipient or contractor as follows:

Name of sub-recipient/contractor: _____

Attn: _____

Mailing Address: _____

If you have any questions or require assistance, please contact:

Name: _____

Phone Number: _____

Email Address: _____

Form A
SECTION 3 BUSINESS CONCERN
Resident Business Owner(s) Verification

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by Georgia Section 3 Resident(s).

Name of Owner: _____

Home Street Address: _____

Home City, County, & Zip Code: _____

Name of Business: _____

Percentage of Ownership: _____%

Low- to – Moderate Income (80% of Median)

Check the appropriate box for your family size and income *if your total household income is equal to or less than the Gross Household Income Maximum amount listed for your appropriate household size:*

Check Box	# of Persons in Household	Gross Household Income Maximum
	1 Individual	
	2 Individuals	
	3 Individuals	
	4 Individuals	
	5 Individuals	
	6 Individuals	
	7 Individuals	
	8 Individuals	

(Effective _____, 2013)

If the business is owned by more than one Section 3 resident, list each owner below and each should submit a separate Resident Business Owner Verification Form (Form A).

Please list additional Section 3 Resident owners of the business below:

Name	Position	% Percentage of Ownership

I certify that I am a resident of the State of Georgia and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print: _____ **Signature:** _____ **Date:** _____

Form B
SECTION 3 BUSINESS CONCERN
30% + Workforce

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. You may also certify as a Section 3 Business Concern if, for this award, you will hire Section 3 residents for at least 30% of your permanent, full-time employees for this specific project. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for **all permanent, full-time employees**.

You may attach additional copies of this chart, if necessary.

List All Employees	Date Hired	Section 3 Resident	Job Title/Trade	Salary Range
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Total Number of Employees:	Full-Time: _____	Part-Time: _____	Contract: _____	
Number of Section 3 Residents:				
Section 3 % of Total Workforce:				

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____

Form C
SECTION 3 BUSINESS CONCERN
Subcontractor Awarded

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to be awarded to: A) Section 3 Resident Owned Businesses; or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns Identified (This Form is to be updated as Section 3 Business Concerns are awarded through the completion of the project):

Name of Business	Qualifying Conditions	Total Contract Award

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application (Forms A – C as appropriate) or provide proof of Section 3 Certification status. Attach all required documents to this form.

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 business concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____