

INVITATION TO BID

Habitat for Humanity of Central Arkansas, Inc. hereby invites qualified, responsible bidders to submit a Bid for the total completion of the work specified in the documents which are included within this Bid Package.

Bid Package Number:	2023-NSP2 Builds
Date Issued:	January 15 th , 2023
Project Description:	New Construction of four (4) residential structures (as described in Construction Specifications included in Bid Documents)
Project Addresses:	1) 1310 W 10th St, North Little Rock, AR 72114 2) 1421 W 10th St, North Little Rock, AR 72114 3) 1226 W 11th St, North Little Rock, AR 72114 4) 1315 W 11th St, North Little Rock, AR 72114
Date & Time of Bid Opening:	Friday, February 3rd, 2023 at 12:00 PM
Location of Bid Opening:	Habitat for Humanity of Central Arkansas 6700 S University Ave, Little Rock, AR 72209

Sealed Bids must be delivered in person or by mail before 12:00 PM CST on Friday, February 3, 2023, to Habitat for Humanity of Central Arkansas, Inc., Attn: Kelley Sims, 6700 S University Ave, Little Rock, AR 72209; Phone: 501-251-6856.

Bidding Documents will be available for public inspection **on or after Sunday, January 15th, 2023** at the following locations until bid opening time:

- Online at www.habitatcentralar.org or by e-mailing manager@habitatcentralar.org.
- Habitat for Humanity of Central Arkansas offices, 6700 S University Ave, Little Rock, AR 72209; Phone 501-376-4434.
- Please direct general bid and program questions to Kelley Sims at 501-251-6856 or manager@habitatcentralar.org. Please direct specific questions regarding project Construction Specifications and Drawings to John James at 870-313-2158 or construction@habitatcentralar.org.

Small, disadvantaged, minority, and women owned businesses are encouraged to submit Bids in response to this Invitation to Bid. Habitat for Humanity of Central Arkansas, Inc. is an Equal Opportunity Employer. All qualified Bid proposals will receive equal consideration without regard to race, color, religion, sex, national origin, age, or disability.

Habitat for Humanity of Central Arkansas, Inc. reserves the right to reject any or all bids; to cancel the bid; to waive any irregularities or informalities not affected by law; to evaluate the bids submitted; and to award or not to award the Contract to the lowest responsive, responsible Bidder that best serves the interests of Habitat for Humanity of Central Arkansas, Inc.

BACKGROUND

Habitat for Humanity of Central Arkansas, Inc. (Habitat) is a member of the North Little Rock Consortium that received federal funds from the Neighborhood Stabilization Program (NSP) as determined by HUD. NSP was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes. Habitat's role in the Consortium focuses on new residential construction for qualified, low-income buyers in need. Because these projects are funded with federal HUD funds, all construction contracts must comply with applicable Section 3, Women and Minority Business Enterprises, and other Federal Labor Standards and Requirements.

PROJECT SUMMARY

Habitat is requesting sealed bids from qualified, responsible contractors for the construction of four (4) new single-family residential structures in the Baring Cross neighborhood of North Little Rock, AR. Work includes all permits (when applicable), labor, materials (some exceptions) and equipment, and inspections required to construct the stated homes. Bidding contractors must be licensed and able to meet all minimum insurance requirements.

The specific addresses of the project described in this Bid Package are: **1310 W 10th Street, 1421 W 10th Street, 1226 W 11th Street, and 1315 W 11th Street, North Little Rock, AR 72114**. The four (4) newly constructed houses will consist of two (2) separate floorplans. Three (3) of the four builds will be 3-bedroom/2-bathroom, 1,290 square-foot houses; one (1) of the four builds will be a 2-bedroom/1-bathroom, 1,024 square-foot house. A set of Construction Specifications and Drawings for each specific property address are included in the Bidding Documents. Bidders must be able to comply with all building codes, safety requirements, floor plans and specifications, and all the obligations of this **Bid Package 2023-NSP2 Builds**. The houses will be built to Energy Star 3.0 standards, and Bidders may be required to schedule an energy efficiency audit, a blower door test, a HVAC manual J calculation test, or a duct leakage test, as applicable.

Habitat seeks donations of material and labor to allow us to build simple, decent, affordable homes for low-income buyers. We appreciate your consideration of donating materials and/or labor or a portion of your work for this project. If this is your intent, please indicate if you are willing to donate labor and/or material, and the associated value as part of your Bid Price Proposal. Donations are tax deductible.

Small, minority, and women owned businesses are encouraged to submit Bids in response to this Invitation to Bid. Habitat is an Equal Opportunity Employer. All qualified Bid proposals will receive equal consideration without regard to race, color, religion, sex, national origin, age, or disability.



BID FORM

Bid Package Number:	2023-NSP2 Builds
Project Description:	New Construction of four (4) Residential Structures (as described in Construction Specifications in Bid Package)
Project Address:	1) 1310 W 10 th St, North Little Rock, AR 72114 2) 1421 W 10 th St, North Little Rock, AR 72114 3) 1226 W 11 th St, North Little Rock, AR 72114 4) 1315 W 11 th St, North Little Rock, AR 72114
Bid Opening:	Friday, February 3, 2023 at 12:00 PM

Bid Price Proposal

The undersigned, having carefully examined and thoroughly perused specifications for the above named project; and having familiarized myself with the existing conditions on the project area affecting the cost of the work; and having reviewed the complete set of Bidding Documents in Bid Package Number 2023-NSP2 Builds (including Invitation for Bids, Instructions to Bidders, Construction Specifications, Floor Plans and Drawings, Contract Documents, and other general Terms & Conditions and requirements), hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and to perform and complete all work required thereby for the **base bid sum** of:

Property Address	Total Bid Price for Property
1310 W 10 th St – WD Habitat Model	\$
1421 W 10 th St – WD Habitat Model	\$
1226 W 11 th St – WD Habitat Model	\$
1315 W 11 th St – CG Bungalow Model	\$

\$ _____ Total Dollars

Bidder acknowledges receipt of the following addenda (as applicable): _____

Completion of this project will require _____ calendar days. This proposal is valid for a period of _____ days.

Acknowledgment

“The bid I’ve submitted is inclusive of all labor, materials, permits, transportation, supervision, delivery, insurance, and warranty including any unforeseen circumstances beyond the control of Habitat for Humanity of Central Arkansas, Inc. Bid Form includes all applicable charges, fixed and firm, and will not be modified during the entire duration of the Contract period, unless agreed to by both parties due to circumstances unforeseen at this time.”

Signature: _____ Date _____

Bidder Name: _____

Bidder Phone: _____



COMPANY PROFILE FORM

The following information is required for any and all Contractors, Subcontractors, and service providers submitting Bids for construction projects with Habitat for Humanity of Central Arkansas, Inc.

General Information

Company Name: _____

Business Type: Corporation LLC Partnership S Corp Sole Proprietor Other _____

Company Tax ID#/Social Security Number (Sole Proprietor): _____ (Attach Business License)

Is your company: a) Minority Owned? Y N b) Women Owned? Y N

Contact Name: _____

Physical Address: _____

Company Phone: _____ Alternate Phone: _____

Company Fax: _____ E-mail: _____

License & Insurance Information

AR Contractor License #: _____ (Attach Certificate) Trade License #: _____ (Attach Copy)

DUNS #: _____ CAGE Code (SAM.gov): _____

General Liability Policy #: _____ Term Expiration Date: _____

Workers Compensation Policy #: _____ Term Expiration Date: _____

Insurance Agent Name and Phone: _____

Please attach all applicable Certificates of Insurance.



Please submit 1-3 Professional References from projects of similar size and scope.

References

1. Project Location: _____

Contact Person: _____ Phone: _____

Project Description: _____

Project Cost: _____ Project Date: _____

2. Project Location: _____

Contact Person: _____ Phone: _____

Project Description: _____

Project Cost: _____ Project Date: _____

3. Project Location: _____

Contact Person: _____ Phone: _____

Project Description: _____

Project Cost: _____ Project Date: _____

I attest that the Company information provided is correct and that all licenses and insurance policies are current. I give Habitat for Humanity of Central Arkansas, Inc. permission to contact references associated with the work I have listed.

Signature

Date

Printed Name & Title



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INSTRUCTIONS TO BIDDERS

To be considered, Bid proposals must be in accordance with these Instructions to Bidders. Failure to comply may be cause for rejecting Bids.

Use the following format for your Bid:

- Submit one (1) hardcopy of your Bid response to Habitat as instructed on Invitation to Bid.
- Bids shall be addressed to: Habitat for Humanity of Central Arkansas, Inc., 6700 S University Ave, Little Rock, AR 72209
- Bids should be submitted in a sealed envelope. Envelopes should be clearly marked with Bidder's name, Bid Package Number, and Project Address/Description.
- Bids **must** be made on provided Bid Form and must include an original signature of a person authorized to make a binding offer on behalf of Bidder.
- Include a completed Company Profile form with all applicable attachments and a W-9.
- Bids must include a Bid Bond or Cashier's Check equal to five percent (5%) of the total Bid amount.

Incomplete proposals will not be considered. If your firm is selected to provide the services described under this Invitation to Bid, all required bonding and insurance policies must be provided to Habitat prior to the execution of a Contract, as described in these Bidding Documents. Drafts of the Contract Documents and required Forms are attached.

BID PACKAGE INSTRUCTIONS

- 1. BIDS:** Habitat is the Owner of this project. All contractors/subcontractors on this project are considered prime contractors. Habitat will award one contract for the project described in this Bid Package. The project will be fully administered by Habitat. All Bid proposals will be received by Habitat at the time and place designated in the Invitation to Bid.
- 2. DOCUMENTS FOR BIDDING:** Complete sets of Bidding Documents may be examined or obtained in the manner(s) described in the Invitation to Bid. Complete sets of documents shall be used in preparing Bids. Habitat does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3. BID SUBMITTAL:**
 - a. Each Bid must be delivered on or before 12:00 PM, Friday, February 3rd, 2023, as indicated in the Invitation to Bid.
 - b. It is the sole responsibility of the Bidder to see that their Bid is received by the proper time. **Late bids and bids sent by facsimile or e-mail will not be accepted.**

4. **EXAMINATION OF BIDDING DOCUMENTS & SITE:** Each Bidder shall be fully informed prior to bidding of all existing conditions and limitations under which the work is to be performed and the Bidder shall include in the Bid a sum to cover the cost of all items necessary to perform the work as set forth in the Scope of Work and Contract Documents. No allowances shall be made to any Bidder because of lack of such examination or knowledge. **The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.** Before submitting a Bid, each Bidder shall:
 - a. thoroughly examine and read the Construction Specifications, Drawings, and all other Contract Documents;
 - b. visit the construction site to familiarize him/herself with local conditions that may in any manner affect cost, progress, or performance of the work;
 - c. familiarize him/herself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work;
 - d. study and carefully correlate Bidders' observation with all Bid Package requirements.
5. **BID SECURITY:** For Bids totaling \$25,000 or greater, Bidders must provide bid security in the form of a Bid Bond or Cashier's Check equal to five percent (5%) of the total Bid amount. Bid securities will be returned to any Bidders who are not awarded the Bid within five (5) days following successful execution of a Contract.
6. **INTERPRETATION:** If any contemplative Bidder is in doubt as to the true meaning of any part of the Specifications, Drawings, or Contract Documents or finds discrepancies in or omissions from the Specifications or Drawings, a written or e-mail request for an interpretation, clarification, or correction thereof may be submitted to Habitat. Any inquiry received prior to the time and date fixed for opening of bids will be given consideration. Any interpretation, clarification, or correction of the documents will be made only by Addendum issued by Habitat. A copy of the addendum will be available at www.habitatcentralar.org and at the Habitat offices.
7. **ADDENDA:** Habitat reserves the right to amend and provide clarification of this Invitation to Bid prior to the date for Bid submission. In such an event, an addendum will be posted on the Habitat website at www.habitatcentralar.org. **All prospective Bidders shall be responsible for routinely checking Habitat's website to obtain issued addenda. Habitat shall not be responsible for the failure of a prospective Bidder to obtain addenda and other information issued at any time related to this Invitation to Bid.** Bidders shall acknowledge receipt of each addendum on the Bid Form in space provided.
8. **BID MODIFICATIONS/ALTERNATES:** The Bid Form shall not contain any modifications of the work to be done. Alternate Bids will not be considered. No alterations of Bid Package are allowed. A Conditional or Qualified Bid will not be accepted.

9. **LINE ITEM BREAKDOWN:** The apparent winning Bidder shall provide Habitat with a line item cost breakdown that will become the schedule of values to be used in calculating periodic payments within three (3) working days of a request which will be subject to review by Habitat. Unbalanced Bids will not be approved and could cause immediate disqualification of Bid.
10. **BID WITHDRAWAL:** Any Bidder may withdraw his/her Bid by written notice at any time prior to the scheduled date and time of opening.
11. **TAXES, PERMITS, AND FEES:**
 - a. Tax Exempt Status: Habitat is a non-profit Corporation and carries a tax exempt status. As such they have been granted a Sales and Use Tax Exemption. The certificate will be issued to Contract holders and **sales tax is not to be included in the proposal amount.**
 - b. Habitat will obtain applicable city, township, or county Building Permit(s). All other permits, fees, and expenses incidental to items and work listed in Scope of Work are the responsibility of the Bidder and shall be included under the Bid Price Proposal amount.
 - c. Fees for special local, state, or federal inspections relating to mechanical, electrical, conveying systems, and similar installations shall be paid for by the Bidder to which such inspections apply.
12. **BID OPENING:** Bids will be opened publicly. All Bidders are invited to attend the Bid opening, although attendance is not required for the awarding to successful Bidder. All Bid responses will be recorded on a Bid Tabulation Sheet and Habitat will name the Apparent Low Bidder at time of opening. A copy of the Tabulation Sheet will be distributed to each qualified Bidder no less than three (3) business days after date of opening.
13. **EVALUATION OF BIDS:** Bids may be held by Habitat for a period not to exceed 30 days from the date of the Bid opening for the purpose of reviewing the Bids and investigating the Bidder's qualifications prior to the Contract award. Bids will be reviewed for compliance to Habitat's Specifications, Drawings, and general terms and conditions. **Habitat reserves the right to reject any or all Bids; to cancel the Bid; to waive any irregularities or informalities not affected by law; to evaluate the Bids submitted; and to award or not to award the Contract to the lowest responsive, responsible Bidder that best serves the interests of Habitat.**
14. **QUALIFICATIONS OF BIDDERS:** Bid responses must include a completed Company Profile form, with all applicable attachments, which Habitat will use as evidence that the Bidder has sufficient means and experience in the type of work called for to assure completion of the Contract in a satisfactory manner. Habitat reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Habitat

that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

15. **NOTICE OF AWARD:** If a Bid is accepted Habitat, a Notice of Award will be issued to successful Bidder, which Bidder is required to acknowledge and return to Habitat. Bidder will be required to furnish required Permits, Certificates of Insurance, Bonds, and other required Federal certifications and forms prior to execution of Contract. If Bidder fails to execute said Contract or fails to furnish said requirements within ten (10) days of the Notice of Award, Habitat will be entitled to consider the Bid in Default, to annul the Notice of Award, and to declare any Bid Security forfeited.
16. **EXECUTION OF CONTRACT:** Where Bidder is a corporation, Contracts must be signed by an agent authorized to bind the corporation to a Contract.
17. **NOTICE TO PROCEED:** The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor.
18. **CONTRACTOR'S LICENSE LAW:** Contractor shall comply with state and city contractor's license laws and be duly registered and licensed there under.
19. **INDEPENDENT CONTRACTOR:** Bidder agrees that if awarded a contract, bidder shall be an independent contractor and not an employee of Habitat. Bidder shall secure at its own expense all personnel required in supplying goods or services under the awarded Contract. All such personnel shall have a contractual relationship with Habitat and shall not be considered employees of Habitat.
20. **EQUAL OPPORTUNITY:** Bidder agrees to provide Equal Opportunity to all persons and small businesses, without discrimination to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.
21. **UNACCEPTABLE RISK:** Bidder represents that at the time of execution hereof, Bidder's and/or Bidder's firm is not listed on the disbarred and Suspended Contractor's list of the U.S. Department of Housing and Urban Development. Registration in the System for Award Management (SAM.gov) is required and Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts will be attached to all Contracts.

ADDITIONAL REQUIREMENTS

REQUIRED INSURANCE COVERAGE & ENDORSEMENTS

Accepted firms become potential Vendors and must provide a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage of the Contract. Vendors must notify Habitat immediately of any material changes in insurance coverage such as changes in limits, coverage extent, change of status of policy, etc. Habitat reserves the right to require complete copies of insurance policies at any time.

1. **GENERAL REQUIREMENTS:** The vendor shall maintain for the duration of any contract(s), at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Vendor, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. **PRIMARY INSURANCE:** The Vendor's insurance coverage shall be primary insurance with respect to Habitat, its officers, officials, employees, agents, and representatives and shall apply separately to each project or location. Any insurance or self-insurance maintained by Habitat, its officers, officials, employees, or volunteers shall be in excess of the Vendor's insurance and shall not contribute with it.
3. **WORKERS COMPENSATION INSURANCE:** The Vendor shall maintain for the duration of the contract(s), at its cost and expense, Workers Compensation Insurance in the statutory amounts pursuant to Arkansas law.
4. **ADDITIONAL INSURED STATUS:** Habitat must be listed as additional insured for liability arising out of activities performed by or on behalf of the Vendor.
5. **SPECIAL CONDITIONS:** The insurer must indicate on the Certificate of Insurance that it agrees to defend, indemnify, and hold harmless Habitat, its agents, servants, and administrators from any and all complaints arising out of work or duties to be performed under this contract between Habitat and the Vendor.
6. **AMOUNTS:** All insurance shall be written up for the following limits of liability:
 - Bodily Injury Liability Insurance: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 - Property Damage Liability Insurance: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
7. **BONDING REQUIREMENTS:** If a bid is awarded, at the time contract is entered all General Contractors working on all federally-funded developments (in-part or in-whole) must obtain one of the following: (1) a Payment and Performance Bond; or (2) an Irrevocable Letter of Credit in the amount of the construction Contract.*

**Note: Construction contracts for projects less than \$25,000 will not be required to obtain a Payment and Performance Bond or an Irrevocable Letter of Credit.*

SECTION 3 REQUIREMENTS:

**Section 3 Requirements only apply to contracts in the amount of \$100,000 or greater. However, it is strongly recommended that ALL contracts follow these procedures as a best practice, to the best of their ability.*

Section 3 is one of the federal government's tools for ensuring that the expenditure of federal economic stimulus funds in economically distressed communities has a "multiplier effect" by providing opportunities for local low and very low income persons and qualified businesses for jobs, training, and contracting opportunities. Each grant recipient as well as their contractors and subcontractors are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the course of the project. This responsibility includes:

1. Implementing procedures to notify Section 3 (low and very low income) residents and business concerns about the training and employment opportunities available.
2. Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities or the need to acquire materials for the project.
3. Notifying all potential contractors and subcontractors performing work on the projects of their responsibilities.
4. Incorporating the Section 3 Clause into all bid solicitations and contracts
5. Providing training and employment opportunities for Section 3 (low and very low income) residents in or near the project area whenever possible.
6. Assisting all contractors and subcontractors in meeting Section 3 requirements
7. Refraining from entering into contracts with contractors that are in violation of, or who knowingly ignore the Section 3 regulations
8. Documenting all actions taken to comply with Section 3 requirements and retaining those records for a period of 3 years in case of federal audit.

WOMEN AND MINORITY BUSINESS ENTERPRISES:

Some federal grant regulations require the following minimum affirmative steps are taken to ensure that WBE's and MBE's are afforded every opportunity to participate in contracts.

1. Placing minorities and women on solicitations lists
2. Taking steps to ensure that MBE and WBE firms are solicited whenever they are potential sources
3. Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises
4. Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises
5. Using the services and assistance of the Governor's Office of Small and Minority Business Assistance (OSMBA) and AEDC to locate qualified businesses
6. Requiring subcontractors to take all of the same affirmative steps listed here.