

**SECTION 00 11 11  
NOTICE OF LETTING**

**PART 1 BID LETTING**

**1.01 SEALED PROPOSALS WILL BE ACCEPTED FOR THE RENOVATION OF THE VISITATION CENTER BY THE EXECUTIVE DIRECTOR AT THE FAMILY CRISIS CENTER BOARD ROOM, 1520 NORTH MAIN STREET, SIOUX CENTER, IOWA 51250 UNTIL 10:00 AM ON JULY 11, 2024, AND AT SUCH TIME AND PLACE WILL BE OPENED AND PUBLICLY READ.**

- A. Bids must be submitted on the approved Bid Form available in the Contract Documents along with the Contractor Eligibility Form. No oral, facsimile, electronic or telephonic bids or modifications will be considered. Bids received after the deadline for submission of Bids as stated herein shall not be considered and shall be returned to the late Bidder unopened.
- B. Each Bidder shall accompany its Bid with Bid Security, filed in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon in accordance with the Contract Documents and statutory requirements. The Bidder's security shall be in an amount equal to 5% of the total amount of the Base Bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond and shall be made payable to Family Crisis Center and the proceeds retained as penalty if the Bidder fails to execute a contract and file acceptable Performance and Payment Bonds or provide an acceptable Certificate of Insurance within 10 days after the acceptance of such proposal by resolution of the Board.
- C. Consideration of the Bids received, and the award of the Contract or other action may be made by the Board upon the proposals received in accordance with the law and the Contract Documents at its meeting to be held on August 2, 2024, or at such later time and date as may be fixed.
- D. Contract Documents may be examined at the office of the Architect, the office of the Family Crisis Center or obtained from the reprographer, Action Reprographics, 5037 NE 14th Street, Des Moines, Iowa, 50313, Phone 515.288.2146, for a \$100 refundable deposit or a current MBI/ABC card. Contract Documents may also be examined at the following Building Exchanges:
  - 1. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106.
  - 2. Plains Builder's Exchange, 220 N. Kiwanis Ave., Sioux Falls, SD 57104.
  - 3. Sioux Falls Builder's Exchange, 1418 C Ave., Sioux Falls, SD 57104.
  - 4. North Iowa Builder's Exchange, 15 W. State Street, Mason City, IA 50401.
  - 5. Greater Fort Dodge Growth Alliance, 24 N. 9th Street, Fort Dodge, IA 50501.
  - 6. Omaha Builder's Exchange, 4159 S. 94th Street, Omaha, NE 68127.
  - 7. Master Builders of Iowa, 221 Park Street, Des Moines, IA 50309.
- E. Work under the proposed Contract shall be commenced upon receipt of signed Contract. The substantial completion date shall be March 1, 2025 and the final completion date March 31, 2025.
- F. The Board reserves the right to reject any and all proposals, re-advertise for new bids and to waive informalities that may be in the best interest of the Center.
- G. By virtue of statutory authority, a preference will be given to products and provisions grown and locally produced within the State of Iowa and to Iowa domestic labor.
- H. The successful Bidder will be required to furnish a Performance Bond, a separate Labor & Payment Bond, both in an amount equal to 100% of its Contract Price, and Insurance; said documents to be issued by a responsible Surety approved by the Board and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained.
- I. Plans and Specifications governing the construction of said improvements have been prepared by CMBA Architects, Sioux City, Iowa which plans and specifications to and defining said proposed improvements are hereby made a part of this Notice and the proposed contract shall

be executed to comply therein.

- J. In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.
- K. Bidders shall be expected to comply with Chapters 91C Code of Iowa and IAC Chapter 875.150 concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the Family Crisis Center with proof of said compliance at time of submitting bid with a completed Contractor Eligibility form.
- L. All eligible contractors/subcontractors must: Be registered with the Iowa Division of Labor; Meet any and all State licensing requirements (electrical, plumbing, mechanical, etc.); and, be approved by the Iowa Economic Department Authority as not being on the U.S. Department of Housing and Urban Development's or the U.S. Department of Labor's list of debarred or suspended contractors. A completed Contractor Eligibility form needs to be submitted with sealed bid to demonstrate currently registered with Iowa Division of Labor.
- M. The contractor will be required enter into a subcontract with each subcontractor performing work on this project and will need to provide a copy of each executed contract to the CDBG Administrator. Each contract shall reference the project, list a detailed scope of work to be performed and list a breakdown of labor, material and/or equipment costs. Each subcontract shall have attached to it all required CDBG contract conditions, provisions, and language (i.e. Section 3 Clause, Required Contract conditions, Federal Labor Contract Provisions, Wage Decision).
- N. The Contractor shall observe the laws of the State of Iowa with reference to "Occupational Safety and Health Standards".
- O. The Family Crisis Center does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation. The Family Crisis Center does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The Family Crisis Center, Iowa, does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.
- P. This project is to be funded in part by a Community Development Block Grant (CDBG) and is therefore subject to certain labor standards and civil rights requirements included in the Contract Documents, including Davis-Bacon. Contractors performing work on the project shall comply with the requirements as enumerated in the applicable statutes and Federal Contract Provisions for CDBG projects. Minimum wage rates to be paid employees have been determined by the U.S. Department of Labor and are listed in the Contract Documents (Wage Decision). The Contractor/Subcontractors will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates.
- Q. Each subcontractor will need to complete a Section 3 Business Certification and an Intent to Comply With Section 3 Requirements and submit with sealed bid. All subcontractors will need to complete a Section 3 Business Certification and Intent to Comply with Section 3 Requirements and shall be submitted to the CBG Administrator.

#### **1.02 SECTION 3 LANGUAGE FOR PROCUREMENT DOCUMENTS AND CONTRACTS**

- A. ***(This language is to be included in all procurement documents/solicitations and all covered contracts)***
- B. 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.

- C. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- D. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applications 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.
- E. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- F. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- G. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- H. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- I. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.
- J. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- K. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- L. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**1.03 SECTION 3 BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS PROPOSAL. A SECTION 3 BUSINESS IS ONE THAT SATISFIES ONE OF THE FOLLOWING REQUIREMENTS:**

- A. It is at least 51 percent owned and controlled by low- or very low-income persons;
- B. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers\*; or
- C. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**1.04 \*-A SECTION 3 WORKER IS DEFINED AS ANY WORKER WHO CURRENTLY FITS OR WHEN HIRED WITHIN THE PAST FIVE YEARS FIT AT LEAST ONE OF THE FOLLOWING CATEGORIES, AS DOCUMENTED:**

- A. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- B. The worker is employed by a Section 3 business concern; or
- C. The worker is a Youth Build participant.

**1.05 BUSINESSES THAT BELIEVE THEY MEET THE SECTION 3 CRITERIA ARE ENCOURAGED TO REGISTER AS A SECTION 3 BUSINESS THROUGH HUD'S WEBSITE:**

**[HTTPS://PORTALAPPS.HUD.GOV/SEC3BUSREG/BREGISTRY/REGISTERBUSINESS](https://portalapps.hud.gov/sec3busreg/bregistry/registerbusiness)**

**NOTICE IS POSTED UPON ORDER OF THE FAMILY CRISIS CENTER, SIOUX CENTER, IOWA.**