

January 30th, 2017

Request for Proposal

The Brainerd HRA is inviting contractors to bid on the replacement of 40 water heaters at our scattered family unit sites within the city of Brainerd.

Section 3 requirements along with Davis Bacon wages and reporting will apply to this work. The wage rate for construction type "residential" will apply for the 40 units.

40 Electric water heaters

- A. O. Smith ENT-50, Bradford White RE350T6 or Rheem Pro+E50 T2 RH95 EC1 or equal.
- Electrical disconnect of old, connection of new, permit and inspection to be included in your price.
- Disposal to be included.
- Catch basin with line secured to floor drain shall be included.

This is a "Turn-Key" project with the Plumbing Contractor designated the "Prime Contractor" for all related and required work.

The owner reserves the right to reject any and all bids in full or in part without explanation or penalty.

The project will be awarded based on experience, price and schedule.

City of Brainerd permit and inspection to be included.

Section 3 clause.

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

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).

We will have representative units available for your inspection on Tuesday, February 7th, 2017. Beginning at 9:00 a.m. at 714 SW 5th Street, Brainerd, MN 56401, HRA staff will be taking interested contractors to units which are similar in design and layout so contractors can familiarize themselves with the worksite conditions.

Proposals are due and shall be received up until 4:30 p.m. Wednesday, February 15th, 2017 at the Brainerd HRA office located at 324 East River Road, Brainerd, MN 56401 or by email to jeff@brainerdhra.org

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