



# Bid Notification

**Notification:** May 28, 2025  
**Bid Due:** June 11, 2025  
**Project Number:** 1451-1454  
**Project Location:** 4681, 4683, 4685, 4687 170th Street SE; Prior Lake, MN 55372

**Description:** This project is a new construction fourplex. Twin Cities Habitat for Humanity is looking for qualified companies to bid on the following work:

- |                                    |                            |                                        |
|------------------------------------|----------------------------|----------------------------------------|
| ● Sitework & Retaining Wall        | ● Siding, Soffit, & Fascia | ● Electrical                           |
| ● Concrete – Structural & Flatwork | ● Gutters & Downspouts     | ● Fire Protection – Sprinklers         |
| ● Sewer & Water                    | ● Asphalt Paving           | ● Insulation - Spray Foam & Fiberglass |
| ● Rough Carpentry                  | ● HVAC                     | ● Drywall Finishing                    |
| ● Roofing                          | ● Plumbing                 | ● Carpet                               |

**Project Start:** The project will be ready for foundation work mid-July 2025. All other work will follow. Please see the Project Specification for approximate start dates for each type of work.

**Requirements:** This project will be partially funded with U.S. Department of Housing and Urban Development (HUD) funds and must comply with all HUD requirements. The Subcontractors on this project must comply with federal contract provisions, including, but not limited to: Suspension and Debarment; Equal Employment Opportunity; Minority Business Enterprise; Women Business Enterprise; Section 3 Economic Opportunities Requirements; and Drug Free Workplace as set forth in the Contract Bid Documents. Twin Cities Habitat for Humanity is an equal opportunity employer, and as such, businesses owned by women or minorities are strongly encouraged to bid. See below for additional information.

**Davis Bacon (Prevailing Wage) applies to this project. Please see the Davis Bacon Labor Standards and Wage Decision for additional information and minimum wages + fringes to be paid to all on site workers for this project. Online certified payroll reporting via LCPtracker will be required.**

Section 3 applies to this project. If your company would need to hire additional employees for this specific job, you would need to take affirmative steps to hire and train lower income residents of the project area and maintain records and documentation on your efforts. Registration is not required to provide a bid.

All subcontractors doing work for TCHFH must have general liability insurance. All subcontractors with employees must also have workers' compensation insurance.

**Comments:** If you have questions regarding the Project specification or what to include in your bid after viewing the bid documents, please contact the project manager, Jonathan Birkholz, at 612.328.0276.

Please contact Wanda Coss (bids@tchabitat.org) for bid materials. Bid information is available via email only. Bids are to be submitted to TCHFH by 5:00 p.m. on the date due (see above). Bids may be faxed (612.305.7160) or e-mailed (bids@tchabitat.org).

Please visit our website, <http://www.tchabitat.org/subcontractors> for additional information and opportunities with Twin Cities Habitat for Humanity as a subcontractor.

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info@tchabitat.org • www.tchabitat.org

## Required Federal Contract Provisions

TCHFH must include, in addition to the provisions needed to define a complete agreement, the following provisions in all contracts for which the supplies, services and/or construction was financed with federal funds depending on the value of the contract award:

For **all** contracts, the following provisions apply:

1. **Suspension and Debarment.** Requirement of certification from subcontractors regarding their exclusion status on the General List of Parties Excluded from Federal Procurement or Non-procurement Programs as set forth in regulation (24 CFR, Part 24).
2. Provisions to ensure that the subcontractor shall comply with the requirements of Executive Orders 11625 and 12432 (concerning **Minority Business Enterprise**), and 12138 (concerning **Women's Business Enterprise**) by using its best efforts to encourage the use of minority and women's business enterprises in connection with Contract Work.
3. A provision requiring compliance with Executive Order 11246, entitled "**Equal Employment Opportunity**," as amended by Executive Orders 11375, 13672, and 11478, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
4. A requirement that contractors and sub-contractors, as a prior condition of being awarded the contract, certify that they will comply with The **Drug-Free Workplace** Act of 1988 (42 U.S.C. 701) and (24 CFR Part 24, Subpart F).
5. Provision for the rights of the Federal Government and Affiliate in any invention resulting from experimental, developmental or research work in accordance with regulations (37 CFR Part 401), "**Rights to Inventions** Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
6. Requirement that the subcontractor comply with **Section 3** of HUD Act of 1968, as follows:
  - 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).

For contracts valued at **\$10,000** or more, the following provisions also apply:

- 7. **Provisions for termination** "for convenience" by Affiliate, including when and how termination may occur and the basis for settlement. In addition, all contracts must describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

For contracts valued at **\$100,000** or more, the following provisions also apply:

- 8. A requirement that subcontractors certify compliance with the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352), and disclosure of any party's lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. **(Form Below)**

The following provisions are only applicable as required if the contracts involve mechanics and laborers and/or if the federal funding source requires compliance:

- 9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.