

**The Fairmont-Morgantown Housing Authority
Request for Proposal (RFP)
FMHA #1 -2018 OFFICE ROOF REPLACEMENT**

The Fairmont-Morgantown Housing Authority (FMHA) will accept Request for Proposals (RFP) for the roof replacement on the administrative offices located at 103 12th Street, Fairmont, WV 26554.

It is the intent of FMHA to enter into a one-time contract for the total roof installation as described below.

All proposers must submit their response in a sealed envelope. FMHA will not accept faxed or electronic responses. FMHA must receive proposals by the due date of Tuesday, August 21st, 2018 no later than 3:00p.m. in order to be considered, at which time bids will be opened publicly. Interested parties and the public may attend. Please mark the outside envelope with FMHA #1-2018 Office Roof Replacement.

Proposal Due Date/Time:

**Tuesday, August 21st, 2018
3:00 p.m.**

Mail or Deliver RFP Responses To:

The Fairmont-Morgantown Housing Authority
103 12th Street, PO Box 2738
Fairmont, WV 26555-2738
Attn: Bekah Gillespie
Marked: FMHA #1-2018 Office Roof Replacement

Direct all questions for this RFP by Tuesday, August 14th 2018 in **written form** to: Bekah Gillespie via email to bgillespie@fmhousing.com

FMHA reserves the right to reject any item in the proposal, to reject any and all proposals, to waive any informality herein and to cancel the RFP.

I. Introduction

FMHA is interested in contracting with a qualified contractor to perform duties of replacing the roof at its administrative office location as outlined in the scope of work.

II. Terms

Contractors must contact the housing authority to make arrangements to evaluate the scope of work prior to submitting the bid.

Once a contractor is selected and all required submittals are received by FMHA, a construction contract will be executed.

III. Scope of Work

Provide roof replacement as described via the scope of work.

Contractor agrees to provide labor and all supplies and equipment necessary to complete all functions as described in this document.

A. SCOPE FOR ROOF REPLACEMENT

- Furnish and Install flute-fill EPS (Extruded Polystyrene) insulation across main roof area of the Administrative Office at 103 12th Street (does not include the roof area of the garage).
- Furnish and install ½ " HD wood fiber cover board mechanically fastened with standard fasteners into the existing metal roof.
- Furnish and install adhered 0.060" EPDM black roof membrane across roof area.
- Fabricate and install a minimum 24 gauge steel rake trim or roof-to-wall trim at roof parapet walls, as applicable.
- Fabricate and install a minimum 24 gauge steel flange back gutter where existing edge gutter is located.
- Fabricate and install new minimum 24 gauge steel downspouts where existing downspouts are located.
- Clean work area and remove all related project waste.
- Furnish a 20 year manufacturer's warranty including all materials used and labor.

IV. Compensation

The cost of the roof replacement at the FMHA Administrative Office building will be determined by the winning proposal. The proposed price must include all services listed under the scope of work for roof replacement.

The **FMHA is tax exempt** (see attachment at end of RFP) so proposals shall not include sales tax.

V. General Terms and Conditions

1. Cost of Preparation: The Proposer assumes all cost of preparation of the proposal.
2. Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

3. Proposal Validity: Unless specified otherwise, all proposals shall be valid for 90 days from the due date of the proposal.

4. Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the contractor, the specifications to include all modifications thereof and a purchase order or letter of agreement signed by the Executive Director.

5. Termination for Cause and for Conveniences: (a) FMHA may terminate this contract for FMHA's convenience or failure of the Contractor to fulfill the contract obligations. FMHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the FMHA all information, reports, papers and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of the FMHA, FMHA shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), FMHA may (1) require the Contractor to complete, in the manner and to the extent directed, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by FMHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, amounts owed by FMHA to the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.

6. Assignment: Contractor shall not during the contract, assign, transfer, or subcontract any part of the agreement to any other contractor/supplier without written approval of FMHA.

7. Equal Opportunity: In the execution of the agreement, the Contractor and all subcontractors agree not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability or familial status and to provide reasonable accommodation to qualified individuals with disabilities upon request.

8. Hold Harmless/Indemnification: The Contractor shall protect, indemnify, and hold harmless Fairmont-Morgantown Housing Authority, its agents, servants, and representatives from and against any and all liabilities, obligations, claims, losses, damages, penalties, cause of action, cost and expenses, (including reasonable attorney's fees, expenses, and disbursements, and cost of investigations) imposed upon, incurred or asserted against the Company, its agents, servants, and representatives or to which the Company, its agents, servants, and representatives may become subject, under or by the reason of this Contract, or compliance with the provisions hereof, performance there under or if required, enforcement thereof.

9. Independent Contractor: The Contractor or its affiliates are not deemed an employee or agent of the FMHA and has no authority to make any binding commitments or obligations on behalf of FMHA.

10. Insurance Requirement: Contractor and its subcontractors must obtain and maintain all insurance required below. FMHA must be named as an additional insured. Copies of all policies shall be delivered to 103 12th Street, Fairmont, WV 26554.

The Contractor agrees to furnish Fairmont-Morgantown Housing Authority with a copy of the contractor's current liability insurance coverage, and a copy of the contractor's current Workers Compensation coverage (no waivers will be accepted) as proof that these policies are currently in force. Small purchase contracts require liability coverage in the amount of \$100,000 minimum, and large purchase contracts require coverage in the amount of \$1,000,000 minimum, in accordance with Federal Procurement Policies.

11. Job Site Safety: The Contractor shall adhere to all applicable laws to include the Occupations Safety and Health Administration's (OSHA) regulations for the duration of the agreement.

12. Affirmative Action, Women and Minority Owned Business Enterprises, and Section 3: Contractor will be required to make efforts to hire and/or subcontract with Women-Owned, Minority Owned and Section 3 Business Concerns. In addition, efforts shall be made to employ Section 3 Residents if new hiring takes place.

13. Business License: All Contractors and subcontractors shall hold a Fairmont Business License and applicable West Virginia Contractors License.

14. All work is to be fully completed within 120 days from the date of the notice to proceed.

15. Payments: Payments will be made within 30 days upon receiving invoice.

16. Contract: By submitting a proposal to this RFP request, the Contractor accepts all the terms and conditions in this RFP.

VI. Proposal Content

Proposer shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by FMHA. Failure to provide all information, inaccuracy or mis-statements may be sufficient cause for rejection of proposal. FMHA encourages Proposers to provide any additional information to describe operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

1. Business Profile: Provide a brief history of your company, length of time in business and number of employees to include contractors.

2. References: A list of three (3) references must be submitted with your proposal. These references should be agencies your firm has done business with in the past two years on projects with similar scope to this RFP. Provide the project name, the scope of the job, contact person, telephone number, and address.

3. Pricing: Provide an all-inclusive total cost.

VII. Waiver

By the submission of a bid in response to this request, the bidder hereby expressly waives the right to bring, file or enforce any and all claims or causes of action, legal or equitable, against the Housing Authority, its officers, agents or employees that pertain or relate to the Housing Authority's bid process, to include but not limited to the notice, letting, review and award stages, processes and procedures. This waiver shall be effective as of the bidder's submission of its bid form and shall be irrevocable by bidder, its successors and assigns. If bidder takes any action in contradiction of this waiver, then the Housing Authority shall be awarded all costs associated with its defense of such actions including but not limited to reasonable attorney fees, filing fees and other legal costs and the bidder shall forfeit its bid bond to Housing Authority.

VIII. Attachments

Review all attachments for additional FMHA Contract Requirements.

1. FMHA Hold Harmless & Insurance Requirements Form
2. Tax Exemption FMHA
3. Davis-Bacon Act



103 12th Street, PO Box 2738 Fairmont, WV 26555-2738

Fairmont (304)363-0860
Morgantown (304)291-1660
Toll Free (800)697-7464

Fax (304)366-0469
www.fmhousing.com

The Fairmont-Morgantown Housing Authority

HOLD HARMLESS AGREEMENT

The Contractor shall protect, indemnify, and hold harmless Fairmont-Morgantown Housing Authority, its agents, servants, and representatives from and against any and all liabilities, obligations, claims, losses, damages, penalties, cause of action, cost and expenses, (including reasonable attorneys' fees, expenses, and disbursements, and cost of investigations) imposed upon, incurred or asserted against the Company, its agents, servants, and representatives or to which the Company, its agents, servants, and representatives may become subject, under or by the reason of this contract, or compliance with the provisions hereof, performance thereunder or if required, enforcement thereof.

Name of Company

Authorized Company Representative

Date



Do not send this form to the Streamlined Sales Tax Governing Board. Send the completed form to your supplier and keep a copy for your records.

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. Check if you are attaching the Multistate Supplemental form.
 WV If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.
2. Check if this certificate is for a Single Purchase Certificate. Enter the related invoice/purchase order # _____

3. **Print or type**

A. Name of purchaser
The Fairmont-Morgantown Housing Authority

B. Business address
103 12th Street, PO Box 2738
City: Fairmont State: WV Zip code: 26554

C. Purchaser's tax ID number: 55-8011100001
State of Issue: WV Country of Issue: USA

D. If no tax ID number, enter one of the following: FEIN _____

E. Driver's License Number/State Issued ID number _____ State of Issue _____

F. Foreign diplomat number _____

G. Name of seller from whom you are purchasing, leasing or renting _____

H. Seller's address
City _____ State _____ Zip code _____

4. **Circle type of business**

Purchaser's Type of business. Circle the number that best describes your business.

<input type="checkbox"/> 01 Accommodation and food services	<input type="checkbox"/> 11 Transportation and warehousing
<input type="checkbox"/> 02 Agriculture, forestry, fishing, hunting	<input type="checkbox"/> 12 Utilities
<input type="checkbox"/> 03 Construction	<input type="checkbox"/> 13 Wholesale trade
<input type="checkbox"/> 04 Finance and insurance	<input type="checkbox"/> 14 Business services
<input type="checkbox"/> 05 Information, publishing and communications	<input type="checkbox"/> 15 Professional services
<input type="checkbox"/> 06 Manufacturing	<input type="checkbox"/> 16 Education and health-care services
<input type="checkbox"/> 07 Mining	<input type="checkbox"/> 17 Nonprofit organization
<input type="checkbox"/> 08 Real estate	<input checked="" type="checkbox"/> 18 Government
<input type="checkbox"/> 09 Rental and leasing	<input type="checkbox"/> 19 Not a business
<input type="checkbox"/> 10 Retail trade	<input type="checkbox"/> 20 Other (explain) _____

5. **Circle or check reason for exemption**

Reason for exemption. Circle the letter that identifies the reason for the exemption.

A <input type="checkbox"/> Federal government (Department) _____	H <input type="checkbox"/> Agricultural Production # _____
B <input checked="" type="checkbox"/> State or local government (Name) FMHA	I <input type="checkbox"/> Industrial production/manufacturing # _____
C <input type="checkbox"/> Tribal government (Name) _____	J <input type="checkbox"/> Direct pay permit # _____
D <input type="checkbox"/> Foreign diplomat # _____	K <input type="checkbox"/> Direct Mail # _____
E <input type="checkbox"/> Charitable organization # _____	L <input type="checkbox"/> Other (Explain) _____
F <input type="checkbox"/> Religious organization # _____	M <input type="checkbox"/> Educational Organization # _____
G <input type="checkbox"/> Resale # _____	

6. **Sign here**

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser: Christal Crouso Print name here: Christal Crouso Title: Executive Director Date: 08/01/2018

General Decision Number: WV180002 01/05/2018 WV2

Superseded General Decision Number: WV20170002

State: West Virginia

Construction Type: Residential

Counties: Barbour, Boone, Braxton, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hampshire, Hardy, Harrison, Jackson, Lewis, Lincoln, Logan, Marion, Mason, McDowell, Mercer, Mingo, Monongalia, Monroe, Morgan, Nicholas, Pendleton, Pleasants, Pocahontas, Preston, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wetzel, Wirt and Wyoming Counties in West Virginia.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/05/2018

* SUWV1996-001 05/30/1996

	Rates	Fringes
BRICKLAYER.....	\$ 12.00	
CARPENTER (Including Drywall)		
Hanging.....	\$ 10.31	
CEMENT MASON/CONCRETE FINISHER...	\$ 9.40	
ELECTRICIAN.....	\$ 10.41	
Laborers:		
Landscape.....	\$ 7.58	
Unskilled.....	\$ 7.25	
Painters:		
Brush, Roller, Spray,		
Including Drywall Finishing.	\$ 10.38	

PLUMBER (Excluding HVAC Pipe Work).....\$ 11.50

ROOFER.....\$ 9.40

Sheet Metal Mechanic Including Duct Work.....\$ 10.00 .53

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION